

***THE DISTRICT MUNICIPALITY  
OF MUSKOKA***

***CONTRACT NO. 12-130080-08***

***BID FOR:*** Supply of One (1)  $\frac{3}{4}$  Ton 4X4 Extended Cab &  
Chassis Truck on Purchase by Muskoka with trade-  
in basis.

***BIDS CLOSE:*** 12:00 Noon, Tuesday, February 7, 2012

***THE DISTRICT MUNICIPALITY OF MUSKOKA  
70 PINE STREET  
BRACEBRIDGE, ONTARIO  
P1L 1N3***

THE DISTRICT MUNICIPALITY OF MUSKOKA

CONTRACT NO. 12-130080-08

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Bids will be received by: The District Municipality of Muskoka

Until: **12:00 Noon, Tuesday, February 7, 2012**

Type of Equipment Required: One (1) ¾ Ton 4X4 with Extended Cab and Chassis Truck

Potential suppliers may register through written email notice to [ncoxgodfrey@muskoka.on.ca](mailto:ncoxgodfrey@muskoka.on.ca) until 12:00:00 Noon, Local Time, Thursday, February 2, 2012. Tenders are only available off Muskoka's website at [www.muskoka.on.ca](http://www.muskoka.on.ca)

Bids must be submitted by 12:00 Noon, local time on, Tuesday, February 7, 2012 and will be opened publicly at 1:00 p.m., Local Time on February 7, 2012 at the Muskoka District Administration Building, 70 Pine Street, Bracebridge, Ontario.

Bids from potential suppliers who have not pre-registered will not be accepted. The lowest or any bid not necessarily accepted.

Nancy Cox-Godfrey  
Manager of Purchasing and Support Services  
District Municipality of Muskoka  
70 Pine Street  
Bracebridge, Ontario  
P1L 1N3

PART A - INFORMATION AND INSTRUCTIONS TO POTENTIAL SUPPLIERS AND BIDDERS

A. BID INVITATION

1. Background

The District Municipality of Muskoka (Muskoka) is proposing to purchase one (1) 3/4 Ton 4 x 4 with extended cab and chassis truck. A trade-in from Muskoka will be included in the transaction.

2. Bid Invitation

The District Municipality of Muskoka will be accepting bids from potential suppliers for the supply of One (1) – 3/4 Ton 4X4 Truck with an extended Cab along with a Chassis on a purchase with a trade-in basis. A description of the equipment required is in the specifications of this bid package. This bid package consists of the following components:

- a) Part A - Information and Instructions to Potential Suppliers and Bidders;
- b) Part B - Bid Form;
- c) Part C - Specifications, and
- d) Part D – Sample Agreement for Purchase

3. A Bid is Required

Potential suppliers may participate in the procurement process by submitting a bid in accordance with the instructions herein. Proposals and/or quotations will not be accepted.

B. PRE-BID INFORMATION

4. Registration and Timing

Potential suppliers are not eligible to bid unless they provide by email their names, addresses, telephone numbers, fax numbers and email address and request inclusion in the Register of Potential Bidders (the "Register") by 4:00 pm, Local Time on Thursday, February 2, 2012. Registration will guarantee the bidder will receive all addenda if any are issued. **Those suppliers who have received an invitation to bid through email from Muskoka will automatically be considered on the Register.**

5. Omissions, Discrepancies and Interpretations

Should a potential supplier find omissions from or discrepancies in any of the bid documents or should he be in doubt as to the meaning of any part of such documents, he is required to contact Muskoka, in writing not later than five (5) days before the closing date for bids. If Muskoka considers that a correction, explanation or interpretation is necessary or desirable, it will issue an addendum to all that have taken out bid documents.

All potential suppliers are required to declare in their bids that in bidding for the supply they did not and do not rely upon information furnished by Muskoka or any of its servants or agents other than information furnished in writing by Muskoka for or in connection with this bid.

6. Forms and Inquiries

Potential suppliers are advised that requests for forms and inquiries are to be directed to Nancy Cox-Godfrey, ext 297, Telephone 705-645-2231. Email: [ncoxgodfrey@muskoka.on.ca](mailto:ncoxgodfrey@muskoka.on.ca)

7. Inspection of Available Trade in

Prior to bidding, potential suppliers are required to make arrangements to inspect the trade in that will be part of the transaction. The available trade in is as described in the specifications and is available for inspection as described in the specifications

8. Delivery of the Vehicle

The successful supplier, if any, will be required to deliver the equipment to Muskoka and take possession of the trade in in accordance with Section 2 of the Specifications.

9. Permits

The successful bidder shall apply for, obtain and pay for all necessary permits and licences required to supply the vehicle and register the vehicle in the name of Muskoka. Bidders shall include the costs of any such permits and licences in their bid prices.

10. Notices, Laws and Rules

The successful bidder shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the supply of the equipment. Bidders shall include all such fees and costs in their bid prices. The successful bidder shall be responsible for the safety of the equipment and the successful bidder's personnel in accordance with all applicable safety legislation passed by Federal, provincial and local authorities governing safety.

11. Inquiries

Potential suppliers are required to make inquiries as detailed in Sections 5 and 7 herein. Bidders shall not, at any time, complain about a lack of information.

Bidders are required to declare in their bids that before bidding they inspected the available trade in and examined the Contract Documents and ascertained the extent and nature of all requirements of the Contract Documents.

Bidders are required to declare in their bids that before bidding they examined the Information and Instructions to Potential Suppliers and Bidders, Specifications and all other Contract Documents thoroughly. Bidders shall be deemed to be fully aware of the contents of these documents. The submission of a bid is a warranty and undertaking that the bidder has made a complete investigation as to the conditions to be encountered in performing the work.

12. Equipment must be new

The equipment to be supplied is required to be new and delivered complete and fully operational.

13. Freedom of Information and Protection of Privacy

Potential suppliers are advised that all written communications received by Muskoka as part of this procurement are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Questions about the collection, use and/or access to such communications should be directed to the Freedom of Information Co-ordinator, 70 Pine Street, Bracebridge, Ontario, P1L 1N3, 705-645-2231.

C. BID PROCEDURE

14. Muskoka's Bid Form is Required

Bids are required to be submitted on the Bid Form included in Part B of this bid package, together with any further forms or attachments that the bidder is instructed elsewhere herein, or in any addendum hereto, to include with his bid. Bidders may retain the rest of the bid documents issued to them.

15. Irrevocability of Bids

Bids shall be irrevocable until 4:00 pm on March 31, 2012.

16. Timing

Bids must be submitted in sealed envelopes and shall be clearly marked with the Contract Title, the Bid Number, the Supplier's Name and Address to the District Municipality of Muskoka at 70 Pine Street, Bracebridge, Ontario, P1L 1N3, on or before 12:00 Noon, Local Time on Tuesday, February 7, 2012. The use of the mails for delivery of a bid will be at the risk of the bidder.

On Tuesday, February 7, 2012, commencing at 1:00 pm. Local Time, the envelopes will be opened and the bids will be read and recorded publicly at the above-mentioned address. Bids will then be checked and analyzed.

17. Withdrawal of Bids

A bidder who has already submitted a bid may submit a further revised bid at any time up to the official closing time. The last bid received shall supersede and invalidate all bids previously submitted by that bidder for this procurement.

A bidder may withdraw his bid at any time prior to 11:00 a.m. Local Time on Tuesday, February 7, 2012 by submitting a letter bearing his signature and seal as in his bid to The District Municipality of Muskoka, 70 Pine Street, Bracebridge, Ontario, P1L 1N3. Such a submission must be received in sufficient time to be marked before 12:00:00 p.m. on Tuesday, February 7, 2012. The bidder shall show his name and the project and bid numbers on the envelope containing such letter. Telegrams, telephone calls, e-mails or faxes will not be considered.

18. Standard Terms and Conditions

Participants in this procurement process are advised that in order for Muskoka to properly evaluate bids, standard terms and conditions are included in Part D of this package. The successful bidder, if any, will be required to supply the equipment on the terms and conditions therein.

19. Agreement/Dealer Forms

Potential suppliers are advised that in order to properly evaluate bids, all bidders must bid on the basis of the same contractual requirements. Accordingly, a standard form agreement has been included under Part D of this bid package. The successful bidder shall, within five (5) days after being advised that they are the successful bidder, execute in duplicate and return to Muskoka the Agreement in the form bound herein. It is recognized that the bidder may have various dealer forms that they wish to have signed as part of the process. Such dealer forms vary from dealer to dealer in both form and content. In order to ensure that bidders are bidding on the same terms and conditions, the Agreement herein sets out the standard requirements. Where a potential supplier may request use of a dealer's form, the potential supplier shall compare his/her form against the Agreement attached hereto, note any variances and make arrangements to deal with any conflicts or other issues on his/her own accord. The Agreement included herein as Part D shall take precedence over any dealer forms.

D. COMPLETION OF BID FORMS

20. Legibility and Unauthorized Revisions or Additions to Forms

All entries in Bid Forms shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by Muskoka, be invalid or informal. Bids which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, qualifications, erasures, alterations (unless properly and clearly made and initialled by the bidder's signing officer) or irregularities of any kind, may be rejected as informal.

21. Equipment Bidder Proposes to Supply (Schedule "A")

Bidders are required to fully describe the equipment they propose to supply in Schedule "A" to the Bid Form. Muskoka's specifications (Part C of this package) are the minimum requirements and subject to Section 24 (Premium Equipment), all equipment supplied shall meet or exceed the requirements. For the assistance of bidders, the specifications section of the bid package has been set up as a checklist to assist bidders in ensuring that the equipment they offer to supply meets the specifications. Bidders may, but are not obliged to, include the completed checklist with their bid forms.

22. Schedule of Prices and Other Information (Schedule "B")

- (a) Bidders shall give the total bid price and shall fill in all blank spaces for prices, time for delivery and other information in Schedule "B".

**If a bidder has omitted to enter a price for an item set out in the Bid Form, he shall, unless he has specifically stated otherwise in his bid, be deemed to have allowed elsewhere in his prices and, unless otherwise agreed to by Muskoka, no increase shall be made in the total Bid Price on account of such omission.**

- (b) Bidders are required to include in their prices all costs of delivering the equipment to Muskoka's Administration Offices, 70 Pine Street, Bracebridge, Ontario.
- (c) Bid unit prices shall not be marked up by the bidder to include H.S.T. Muskoka will add the H.S.T tax at the time it evaluates any bids received.
- (d) Bidders are required to include in Part 2 of Schedule "B" the additional costs of an extended warranty, if available. The details of any extended warranties should be attached to bid forms as Schedule "C".
- (e) Bidders are required to include in Part 3 of Schedule "B" the H.S.T. Registration Number of the bidder.
- (f) Bidders are advised that the available trade in will be operated and used by Muskoka until Muskoka accepts a bid. In recognition that, as a result of unforeseen circumstances, the available trade in may not ultimately be available, bidders are required to provide, as additional information, the value they have assigned to the trade-in in Part 3 of Schedule "B".

23. Warranties (Schedule "C")

Bidders are required to attach to their bid as Schedule "C", copies of any and all standard warranties including rust protection warranties that may apply to the equipment they propose to supply. Details of available extended warranties should be attached as well.

It is further recognized that maintenance and warranty work may be available in limited locations. It would be Muskoka's preference that all such work be available at any authorized dealer of the manufacturer of the equipment supplied. Bidders are required to specify in Schedule "B" (Schedule of Prices and Other Information) where warranty work will be available.

24. Premium Equipment (Schedule "D")

Bidders are advised that bids will be evaluated on a total costs basis and accordingly, it is recommended that bidders submit their bids on the basis of the specified equipment. When a bid is submitted on the basis of premium equipment that may increase Muskoka's total costs (e.g. supplying vehicles with a V8 engine when only 6 cylinders are required or high performance engines when a standard performance engine is specified), bidders are required to include as Schedule "D" to their bid any additional information detailing the impacts (both operating costs and benefits) of exceeding the specifications such as fuel consumption or vehicle longevity to enable Muskoka to evaluate the bid on a total cost accounting basis. Attention is drawn to Section 21 of the Information and Instructions to Potential Suppliers and Bidders.

Muskoka shall have the right to reject bids based on the supply of premium equipment if, on a total costs accounting basis, the bid based on premium equipment is not the lowest total costs, which determination shall be made by Muskoka.

25. Assignment of Agreement

The Agreement contemplated by this bid is between Muskoka and the successful bidder. Where the bidder proposes to assign the agreement to a financing company or anyone else, the bidder shall include with its bid, details of the proposed assignment. Any such assignee shall be bound by the terms and conditions of this bid.

E. OPENING AND EVALUATION OF BIDS

26. Disqualification of Bids

Under no circumstances will bids be considered which:

- (a) are received after 12:00 Noon, Local Time on Tuesday, February 7, 2012;
- (b) are submitted by potential suppliers not on the Register;
- (c) include bid qualifications or other conditions not authorized by Muskoka; or
- (d) are in the determination of Muskoka, incomplete.

27. Right to Accept or Reject Bids

**The lowest or any bid will not necessarily be accepted. Muskoka has the right to reject any and all bids for any reason whatsoever. Muskoka shall not be responsible for and Bidders shall not be entitled to reimbursement for any liabilities costs, expenses, loss, economic loss, damages or consequential damages incurred, sustained or suffered, including loss of profit, by any bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by Muskoka of any bid or by reason of any delay in the acceptance of a bid. Bids are subject to formal acceptance by Muskoka and a formal contract being prepared and executed. Muskoka reserves the right to reject any or all bids and to waive formalities as the interests of Muskoka may require without stating reasons therefore.**

**BIDDERS ARE ADVISED THAT ACCEPTANCE OF ANY BID WILL BE DONE BY RESOLUTION OF DISTRICT COUNCIL. ANY ACTION TAKEN BY ANY BIDDER IN THE ABSENCE OF ANY SUCH RESOLUTION IS AT THE SOLE RISK OF THE BIDDER.**

28. Evaluation Process

- (1) Muskoka will, as part of the evaluation of bids, compare the equipment proposed against the specifications. In the event that Muskoka, in its sole discretion, requires additional information to evaluate a bid, the bidder shall forthwith provide such additional information to Muskoka. If a bidder fails to provide the requested information within the timeline specified by Muskoka, Muskoka may, in its sole discretion, reject the bid.
- (2) The price component of bids will be evaluated on the basis of the offered price (Part 1 of the Schedule of Prices and Other Information) plus extended warranty charges (Part 2), if, in the determination of Muskoka, applicable.
- (3) Bids that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of Muskoka, may be rejected.
- (4) Muskoka reserves the right to waive formalities at its discretion.
- (5) There shall be no obligation on Muskoka to advise any bidder of the reasons as to why any bid is rejected or to justify the rejection of any bid.

F. ACCEPTANCE OF BID

29. Award of Bid

The lowest or any bid will not necessarily be accepted. Muskoka may, in its sole discretion:

- (a) award a contract to the bidder that Muskoka, in its sole discretion, determines is the lowest qualified and compliant bid; or
- (b) not award any contract at all.

The determination of the lowest qualified and compliant bid shall be in the sole discretion of Muskoka, which decision shall be final and not challengeable. It is a condition of bidding that bidders shall not, at any time, under any circumstances, challenge Muskoka's decision or attempt to have such decision reviewed. Any such attempt to challenge or review Muskoka's decision shall result in automatic disqualification.

30. Payment

The successful bidder will be paid for the equipment at the bid price.

The successful bidder will be paid by direct bank deposit. Prior to the first payment being made, the successful bidder will be required to provide all information necessary to make such deposit. All such information will be used solely for the purposes of making such payment.

31. Post-bid Documentation

(1) Notice of Acceptance

Notice of acceptance shall be made by fax to the successful bidder at the fax number given by the bidder. The Notice of Acceptance will also advise as to which, if any, of the Provisional Items Muskoka may require. The Notice of Acceptance shall be deemed to have been received on the date it is faxed.

(2) Formal Contract



Muskoka will deliver the Formal Contract, completed to reflect the successful bidder, if any, by courier. The successful bidder shall, within five (5) days of issuance of a Notice of Acceptance, sign the Formal Contract and return the Final Contract to Muskoka.

G. SPECIFICATION HIGHLIGHTS

32. Equipment Required

The equipment required is described in the Specifications section in this package. The specifications are minimum requirements and the equipment supplied shall meet or exceed the minimum requirements.

The equipment supplied must be brand new **2012** production models. Attention is drawn to item 2 of Section 1 of the Specifications.

33. Warranty Obligations

Attention is drawn to warranty requirements in Section 1 of the Specifications.

35. Trade In

Muskoka may, in its sole discretion, require the successful supplier to accept the trade in described in the specifications as part of the transaction. Please refer to Section 3 of the Specifications for details of the trade-in and viewing time arrangements.

End of Part A – January, 2012

**PART B – BID FORM**

**EQUIPMENT DESCRIPTION:** Supply One (1) New 3/4 Ton 4X4 Truck with Extended Cab and Chassis including trade-in

**DELIVERY POINT:** The District of Muskoka Administration Building  
70 Pine Street, BRACEBRIDGE, Ontario

**OWNER:** THE DISTRICT MUNICIPALITY OF MUSKOKA

**BIDDER**

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Bidder's address

\_\_\_\_\_  
City Province Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position of Signer

**BIDS RECEIVED BY**

The District Municipality of Muskoka  
70Pine Street  
BRACEBRIDGE, Ontario  
P1L 1N3

TO: The District Municipality of Muskoka

1. BID

I/WE, the undersigned, having carefully examined the Contract Documents and made all inquiries necessary or desirable in establishing the equipment required, hereby offer to supply the equipment described in the Contract Documents to Muskoka in accordance with the said documents at the price set forth in the attached Schedule of Prices and Other Information. We also understand and accept the said Contract Documents and hereby state that the prices set forth in the attached Schedule of Prices and Other Information is full and satisfactory compensation.

We acknowledge receipt of each of the Contract Documents and acknowledge that each forms an integral part of this bid.

Notification of Acceptance of this bid may be given by fax and delivery of the Contract Form made by prepaid post, addressed to myself at the address contained in this Bid.

This bid shall remain valid and irrevocable until 4:00 p.m., Local time on March 31, 2012.

In submitting this bid we hereby certify we have made all such inquiries as may be necessary or useful in understanding the requirements and submitting a valid bid. We further certify that we have inspected the available trade in as required by the Contract Documents. We shall not claim, and agree that we shall not be permitted to claim, that the contract requirements have, or are in any way, different or changed.

We understand that the contract terminates in the event that we fail to supply the equipment and/or meet warranty obligations to the satisfaction of Muskoka, and that under such circumstances Muskoka reserves the right to declare us ineligible to participate in any procurement projects by Muskoka for a 12-month period.

We also declare that we did not and do not rely on information provided by Muskoka, or it's employees, other than written information specifically given in response to an inquiry made by us.

We hereby certify that, at the time of submitting this bid, we are in full compliance with all laws of Canada and the Province of Ontario.

If this bid is accepted, we undertake and agree to supply the equipment in full compliance with the Contract Documents.

We acknowledge and agree that the term "Contract Documents" this bid means the following documents in the bid package:

Part A:	Information and Instructions to Bidders
Part B:	Bid Form
Part C:	Specifications
Part D:	Formal Contract

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Print Name

---

Address

---

Postal Code

---

Telephone Number

---

Fax Number

---

E-mail Address

**SCHEDULE "A" – EQUIPMENT DESCRIPTION**

Describe in detail the equipment the bidder proposes to supply if awarded the contract. Include in the detail a copy of a promotional breakdown or pamphlet with a picture of the equipment and any information that may assist Muskoka in determining whether or not the proposed equipment meets the specifications.

**SCHEDULE "B" – SCHEDULE OF PRICES AND OTHER INFORMATION**

**PART 1 – EQUIPMENT PRICES**

Description of Equipment to be Supplied	Total Unit Price including Standard Warranties and before trade-in and <b>HST</b>

**PART 2 – EXTENDED WARRANTY**

Additional costs of extended bumper-to-bumper warranty \_\_\_\_\_  
 \_\_\_\_\_ (Attach details as Schedule "C")

**PART 3– OTHER INFORMATION**

- (1) Value assigned the Available Trade-In  
 a. \_\_\_\_\_
- (2) Location where warranty work, if necessary, will be available (specify) \_\_\_\_\_  
 \_\_\_\_\_
- (3) Rust protection delivered with equipment (specify) \_\_\_\_\_  
 \_\_\_\_\_
- (4) Proposed delivery date (specify) \_\_\_\_\_
- (5) I certify that this bidder's H.S.T. Registration Number is \_\_\_\_\_

**PART 4 – ADDENDA**

Should Muskoka issue an addendum as noted in Section 5, Part A, the bidder must acknowledge the acceptance of the addendum by placing the addendum number and date in the spaces provided below:

Addendum Number	Date Received
_____	_____
_____	_____
_____	_____

It is understood and agreed that the above noted prices **do not** include H.S.T. but include any and all other fees, charges, taxes or other amounts to supply and/or warranty the equipment in accordance with the Contract Documents.

.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

**SCHEDULE "C"**

Bidders are required to attach to this page, copies of any and all warranties, including rust protection warranties that may apply to the proposed equipment if the bidder is the successful bidder. Details of any available extended warranties shall be attached here as well.



**SCHEDULE "D" – PREMIUM EQUIPMENT INFORMATION**

Bidders are directed to Sections 21 and 24 of the Information and Instructions to Bidders. All bidders are required to provide the information in this schedule.

**PART C – SPECIFICATIONS AND SUPPLIER CHECKLIST****SECTION 1 – VEHICLE REQUIREMENTS**

Equipment Supplied must include the following features and meet or exceed the following standards.

	<b>MUSKOKA'S MINIMUM REQUIREMENTS</b>	<b>SUPPLIER PROPOSAL</b>
1	Body Style <ul style="list-style-type: none"> <li>- HD 4X4 3/4Ton pick-up Cab and Chassis</li> <li>- Extended cab with rear jump seat</li> <li>- Chassis must accommodate a Service Body not yet purchased.</li> <li>- Snowplow Prep Package</li> <li>-all steel construction</li> <li>- automatic lock hubs</li> <li>- State city/hwy. L/100 kms</li> </ul>	
2	Model Year and Date of Manufacture <ul style="list-style-type: none"> <li>-2012 model year</li> <li>-date of manufacture - October 1, 2011 or more recent</li> <li>-equipment must have 100 km or less on odometer on delivery to Muskoka</li> </ul>	
3	GVW <ul style="list-style-type: none"> <li>- 8500 lbs. minimum</li> <li>- 2000 lbs. payload minimum</li> </ul>	GVW _____ Payload _____
4	Wheel Base <ul style="list-style-type: none"> <li>-155" MINIMUM</li> </ul>	WB _____
5	Engine <ul style="list-style-type: none"> <li>-V8 gasoline</li> <li>-minimum 5.5 litre engine minimum</li> <li>-Heavy Duty Radi ator protected to -40 C</li> </ul>	L _____
6	Transmission <ul style="list-style-type: none"> <li>-minimum automatic 4 speed OD</li> <li>-4 x 4 wheel drive</li> <li>-transmission cooler</li> </ul>	
7	Brakes <ul style="list-style-type: none"> <li>-power assisted</li> </ul>	
8	Suspension <ul style="list-style-type: none"> <li>-Matched to GVW</li> <li>-Heavy Duty Shock</li> <li>-Heavy duty front and rear springs</li> </ul>	
9	Axles <ul style="list-style-type: none"> <li>-limited slip axle with a minimum rear end differential of 3.73 to 1 ratio</li> </ul>	Ratio _____
10	Tires <ul style="list-style-type: none"> <li>-LT265/70R17E or equivalent LT models</li> <li>-five steel belted ALL TERRAIN Radial and matched to GVW rating for rear and spare</li> <li>- black walls</li> <li>- <b>a set of four ice and snow winter tires also to be provided</b></li> </ul>	Size _____
11	Steering <ul style="list-style-type: none"> <li>- power steering</li> </ul>	

12	Electrical	<ul style="list-style-type: none"> <li>-alternator 85 AMP Hr. minimum</li> <li>-Battery 525 CCA 12 Volt Heavy Duty Type</li> </ul>	AMP Hr. _____ CCA _____
13	Body Interior	<ul style="list-style-type: none"> <li>-seats, heavy duty benches in dark vinyl/fabric to match exterior</li> <li>-dome light</li> <li>-temperature &amp; oil pressure gauge</li> <li>-heater/defroster</li> <li>-intermittent wipers/washer with <b>WINTER</b> blades</li> <li>- automatic window openers</li> <li>-dark coloured flooring in rubber or vinyl</li> <li>- <b>centre console storage compartment/arm rest between seats preferred</b></li> </ul>	
14	Additional Equipment	<ul style="list-style-type: none"> <li>-mirrors, two (2) outside, low mount, swing away</li> <li>-rear step bumper, tread plate type painted</li> <li>-engine block heater 115V, minimum 400 Watt</li> <li>-tinted glass</li> <li>-mud flaps, front &amp; rear</li> <li>-AM/FM radio</li> <li>-6 lead wiring harness for trailer, brakes and lights in accordance with Muskoka colour code requirements – dealer to advise when wiring work to be done</li> <li>- Cupholders</li> <li>- power source for cellular phone</li> <li>- permanent mount strobe style 6" beacon light (yellow) on cab</li> <li>- tinted glass</li> <li>- automatic locks and windows</li> <li>- running boards on driver and passenger sides</li> </ul>	
15	Exterior Paint	-medium or dark blue	
16	STANDARD WARRANTY -	<ul style="list-style-type: none"> <li>warranty package for minimum 3 years/60,000 kms.</li> <li>please quote on any additional warranties available</li> <li>- provide warranty information</li> <li>- include provision of replacement vehicle if repairs require more than 24 hours. This vehicle can be any type of courtesy vehicle the dealer wishes to use to accommodate the driver</li> <li>- rust protection and warranty must be included (state actual)</li> </ul>	_____

	- Rust Protection Type	
	NOTE: The above does not include service required due to abuse or accident caused by Muskoka.	
17	INSURANCE AND LICENCE -insurance will be arranged by Muskoka -Vehicle permit must be arranged for and supplied by successful bidder	

## SECTION 2 – DELIVERY REQUIREMENTS

1. The successful bidder is required to deliver the equipment satisfactory to Muskoka as soon as the equipment is available or before July 1, 2012.
2. The successful bidder will provide Muskoka with the trade unit for up to two months after the delivery of the new Cab and Chassis to permit installation of the new utility box.
3. The equipment shall remain the responsibility of and at the sole risk of the successful bidder until Muskoka accepts delivery.

## SECTION 3 – AVAILABLE TRADE IN

1. There is ONE (1) trade-in vehicle:
  - a. Unit 2011- 2006 Ford F-250 4X4 Extended Cab and Chassis with a Omaha MO96-V service Body. Trade-in does not include any 2-way radios, tools, movable toolboxes but does include the utility box and (if attached) the snowplow rig and blade. As of January 13, 2012, this vehicle has 97,796 kms on it. Used by the Bracebridge Sewer and Water staff.
2. This vehicle can be viewed on Monday, January 30, 2012 between **9 am – 4 pm only** at 70 Pine Street, Bracebridge. Potential suppliers do not require an appointment to view this vehicle but it will only be available on the date and time noted and will be located in front of the Administration offices.
3. The trade-in will, subject to unforeseen circumstances, be delivered to the successful bidder on an “as is basis”. Muskoka makes no warranties or representations with respect to the available trade ins.

End Part C – January, 2012

**PART D – SAMPLE AGREEMENT**

**NOTE: Minor adjustments to this form may be made by Muskoka as part of the final contract.**

**AGREEMENT FOR PURCHASE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**B E T W E E N:**

THE DISTRICT MUNICIPALITY OF MUSKOKA

hereinafter referred to as “the Purchaser”

- and -

\_\_\_\_\_  
hereinafter referred to as “the Vendor”

IN CONSIDERATION of the respective covenants and agreements contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is mutually acknowledged), the parties covenant and agree as follows:

**A. THE PURCHASE**

**1. Definitions**

As used in this Agreement, unless their subject matter or context is inconsistent, the following terms shall have the following meanings:

- (a) “Equipment” means the equipment described in Schedule “A” hereto;
- (b) “Delivery Date” means on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2012

**2. Purchase and Sale**

- (1) *Purchase and sale.* Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and conditions set forth in this Agreement, the Vendor agrees to sell, assign, transfer and deliver the Equipment to the Purchaser.
- (2) *Prices.*
  - 1) The Purchase Price for the Equipment shall be as set forth in Schedule “B”.
  - 2) The price for extended warranty shall be as set forth in Schedule “B”.
- (3) *Payment.* The Purchaser shall pay and satisfy the prices as follows:
  - (a) \_\_\_\_\_ on complete and satisfactory delivery of all Equipment; and

**3. Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser that:

- (a) the Vendor has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under the Agreement;
- (b) the execution and delivery of this Agreement and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate action on the part of the Vendor;
- (c) this Agreement constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency or similar proceedings relating to creditor's rights generally and to the extent that equitable remedies such as specific performance and injunction are in the discretion of a court of competent jurisdiction;
- (d) the Vendor is not a party to, bound or effected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, rule, regulation, judgment, order, writ, decree or law which, with or without the giving of notice of the lapse of time, or both, would be violated, contravened, breached by, or under which default would occur as a result of the execution, delivery and performance of this Agreement or the consummation of any of the transactions provided for in it;
- (e) the Vendor is the absolute beneficial owner of the Equipment, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others (other than statutory liens for taxes, assessments and other governmental charges the payment for which is not yet due and owing) and is exclusively entitled to possess and dispose of the same;
- (f) no person has any written or oral agreement, option, understanding or commitment, or any right of privilege capable of becoming an agreement for the purchase from the Vendor of any of the Equipment;
- (g) there is no proceeding in progress or pending or threatened against, relating to or affecting the Vendor in connection with the Equipment which might be expected to have a materially adverse effect on the Equipment;
- (h) the Vendor is not a non-resident of Canada for the purposes of the Income Tax Act, R.S.C. 1952, c. 148; and
- (i) no consent, authorization or approval of, or exemption by, any governmental or public body or authority, or by any Person, whether pursuant to contract or otherwise, is required on connection with the execution, delivery and performance of this Agreement by the Vendor or of any of the instruments or agreements referred to, or the taking of any action contemplated.

All statements contained in any certificate or other instrument delivered by or on behalf of a party pursuant to or in connection with the transactions contemplated by this Agreement shall be deemed to be made by that party under this Agreement. All representations, warranties, covenants and agreements contained in this Agreement on the part of each of the parties shall survive the closing, and the execution and delivery of any bills of sale, instruments of conveyance, assignments or other instruments of transfer of title to any of the Equipment and the payment of the consideration therefore.

**4. Conditions Precedent to Closing**

The obligation of the Purchaser to complete the purchase of the Equipment under this Agreement shall be subject to the satisfaction of or compliance with, at or before delivery of the Equipment, each of the following conditions precedent (each of which is acknowledged to be the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

- (a) All of the written representations and warranties of the Vendor made in or pursuant to this Agreement, and any other agreement or certificate made or delivered, including, the representations and warranties made by the Vendor as set forth in paragraph 3 (1), shall be true and correct in all material respects as at the Closing Time and with the same effect as if made at and as of the Closing Time;
- (b) The Vendor shall have performed or complied with, in all respects, all of its obligations, covenants and agreements under this Agreement;
- (c) All instruments of conveyance and other documentation relating to the same and purchase of the Equipment reasonably requested by the Purchaser including, without limitation, bills of sale, trade mark assignments, documentation relating to the due authorization and completion of sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Vendor of its obligations under this Agreement, shall be satisfactory to the Purchaser and Purchaser's counsel and the Purchaser shall have received copies of all documentation or other evidence as it may reasonable request in order to establish the consummation of the transactions contemplated and the taking of all corporate proceedings in connection therewith in compliance with these conditions;
- (d) All consents, approvals, orders and authorizations of any persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any authorities) including, without limitation, all registrations, recordings and filings with public authorities as may be required in connection with the transfer of ownership to the Purchaser of the assets shall have been obtained on or before the closing Time, provided that if, after using its best efforts, the Vendor shall have been unable to obtain any necessary consents, approvals, order and authorizations of any governmental authorities in Canada or elsewhere necessary for the completion of the transactions contemplated by this Agreement, and the Purchaser shall not waive that condition, this Agreement shall be null and void without liability between the parties; and
- (e) The Vendor shall have complied with the provisions of the provincial bulk sales legislation.

Each of the parties shall take all actions as are within its power to control, and use its best efforts to cause other actions to be taken which are not within their power to control, so as to further comply with any conditions set forth in paragraph (1) which are for the benefit of any other party.

In the event that the Vendor or the Purchaser fails to comply with any condition precedent set out in paragraph 4 (1) or (2) required to be complied with at or before the Closing Time and the Purchaser or the Vendor, as the case may be, does not waive that condition, this Agreement shall terminate.

**B. THE WARRANTY OBLIGATIONS OF THE VENDOR**

5. **Warranty**

The Vendor expressly warrants that the Equipment covered by this agreement will conform to the specifications furnished by the Purchaser and will be merchantable, of good material and workmanship and free of defect and that the warranties attached as Schedule "C" shall apply to the Equipment. In addition, the Vendor acknowledges that the Vendor knows of the Purchasers intended use and expressly warrants that the Equipment covered by this agreement which has been selected, designed, manufactured or assembled by the Vendor will be fit and sufficient for the particular purpose intended by the Purchaser. The Vendor further warrants the Equipment as detailed in Schedule "C" hereto.

6. **Equipment Maintenance – not applicable**

7. **Ownership**

After purchase, all right, title and interest in and to the Equipment remains in Muskoka and nothing in this agreement is to be taken as transferring to the Vendor any proprietary interest.

8. **Insurance**

The Vendor agrees to secure general liability coverage for the benefit of Muskoka up to limits of \$2,000,000.00 that includes the Equipment when in the possession of the Vendor for warranty work, service or otherwise, all insurance premiums to be at the expense of the Vendor.

9. **Notification**

When the Equipment is in the possession of the Vendor for warranty work, service or otherwise, the Vendor is required to notify Muskoka, as soon as practicable, of any accident or circumstance involving damage or injury to the Equipment and to provide Muskoka with particulars of it, the identity of any witnesses, and to furnish Muskoka with information as might reasonably be requested to enable Muskoka to be fully acquainted with the circumstances of the incident.

**C. GENERAL**

10. **Non-transferability**

The Vendor shall not assign the agreement without the consent of Muskoka first being obtained in writing.

11. **Disputes**

Billing inquiries and disputes must be brought to the other party's attention within sixty (60) days of the invoice date. Failure to do so shall constitute acceptance of the accuracy of the entire contents of the invoice, and no further right to challenge the accuracy of any portion of such invoice will accrue.

12. **Confidentiality**

- (1) The Vendor shall maintain the confidentiality of all confidential information it may come into possession of by virtue of the supply, repair or maintenance of any or all equipment and shall not copy or use any such confidential information. The foregoing shall not apply to information which is or becomes publicly known otherwise than by reason or a breach of the Agreement by Muskoka or has been independently developed outside the scope of the Agreement. Where the Vendor is required by law to disclose confidential information, it shall



use best efforts to minimize the extent of disclosure of the confidential information and to obtain an undertaking from the recipient to maintain the confidentiality thereof.

- (2) Unless Muskoka consents in writing or disclosure is made pursuant to a legal requirement, all information held by the Vendor regarding Muskoka, other than Muskoka's name, address, listed telephone number, domain name or "IP" number is confidential and may not be disclosed by the Lessor to anyone other than Muskoka.

13. **Time**

Time shall be of the essence.

14. **Notices**

Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it to any party, shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by telex, telecopier or other form of recorded communication to that party:

- (a) in the case of a notice to the Purchaser at:

70 Pine Street,  
BRACEBRIDGE, Ontario.  
P1L 1N3  
Attention: District Clerk  
(705) 645-2231

and;

- (b) in the case of a notice to the Vendor at:

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_

or at any other address as the party to whom the writing is to be given shall have last notified the other party. Any notice delivered to the party to whom it is addressed as provided shall be deemed to have been given and received on the day it is delivered at that address,. Provided that if that day is not a business day then the notice shall be deemed to have been given and received on the first business day next following that day. Any notice mailed shall be deemed to have been given and received on the third business day net following the date of its mailing. Any notice transmitted by telex, telecopier or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

15. **Enurement**

This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

16. **Further Assurances**

The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide further documents or instruments required by any other party as may be reasonably

necessary or desirable to effect the purpose of this Agreement and to carry out its provisions, whether before or after

17. **Entire Agreement**

This Agreement, including the schedules attached hereto, constitute the entire agreement between the parties and except as stated in it and in the instruments and documents to be executed and delivered, contains all the representations or warranties among the parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

18. **Non-merger**

The representations, warranties, covenants and agreements contained in this Agreement or in any instrument, document or written statement delivered pursuant to this Agreement shall survive and not merge on closing.

19. **Applicable Law**

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of their duly authorized officers.

DATED at Bracebridge this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

THE DISTRICT MUNICIPALITY OF MUSKOKA  
Per:

\_\_\_\_\_  
Chair

c/s

\_\_\_\_\_  
Clerk

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Per:

\_\_\_\_\_

**SCHEDULE "A" (Equipment to be Supplied)**

A description of the equipment to be supplied taken from Schedule "A" of the successful bidders bid form, adjusted to reflect the actual equipment being purchased by Muskoka will be attached hereto.

**SCHEDULE "B" (Prices)**

The Schedule of Prices from the successful bidders bid form, adjusted to reflect the actual equipment to be purchased by Muskoka will be attached hereto.

**SCHEDULE "C" (Warranty)**

The warranties, taken from the successful bidders bid form, will be attached hereto.

End of Part D – January, 2012