



**Township of McNab/Braeside
Recreation Department**

**CONTRACT DOCUMENTS
RC-2025-04
Supply of One (1) New 2025/2024 or
Gently Used 2024
Utility Vehicle - Side-by-Side**

Date of Issue: March 18, 2025

Tender Closing Date: April 1, 2025 at 12:00pm

**TOWNSHIP OF
McNAB/BRAESIDE**

RECREATION DEPARTMENT

**RC-2025-04
Supply of One (1) New 2025/2024 or
Gently Used 2024
Utility Vehicle - Side-by-Side**

Tenderer's Name	Total Tender Amount (From Section FT-4)
	\$
	(Includes 13% HST)

SECTION A

TENDER

SECTION A INDEX TENDER

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PART I TENDER CALL

Sealed Tenders are invited for the execution of the works described herein.

Contract Number **RC-2025-04**

Described as

Supply of One (1)

New 2025/2024 or

Gently Used with warranty 2024

Utility Vehicle - Side-by-Side

Tenders shall be addressed to:

The Township of McNab/Braeside

2473 Russett Drive

Arnprior, Ontario

K7S 3G8

c/o Lindsey Lee, CAO/Clerk

(Hereinafter the Township)

Tenders shall be received **until 12:00 p.m. local time, Tuesday April 1, 2025**, at the address given above. Tenders received by this time, date and at the location specified above, shall be opened and read in public as soon as possible after that time. **Public reading of a Tender does not imply any decision by the Township on whether a Tender is or is not irregular.**

PART II TENDER CONDITIONS**TC-1 Completion and Submission of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and shall affix the Corporate Seal.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Township:
- a. the Tender and
 - b. all Addenda issued by the Township, with respect to this Contract.
- 1.7 The Tenderer shall submit the Tender on the forms provided by the Township and the Tenderer shall seal the forms in a clearly labelled envelope.

TC-2 Tender Deposit

- 2.1 A Tender Deposit is not required for this Contract.

TC-3 Agreement to Bond

- 3.1 An Agreement to Bond is not required for this Contract.

TC-4 Addenda

- 4.1 The Tenderer shall ensure that its name and address for receipt of Addenda are included on the Township's list of firms to whom Addenda to this Contract, if any, are to be sent. Inclusion on the Township's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

TC-5 Irregular Tenders

- 5.1 The Township shall be the sole judge of whether or not a Tender is irregular.

TC-6 Unbalanced Tenders

- 6.1 The Tenderer shall not submit an unbalanced Tender.
- 6.2 The Township shall have the right to:
- a. deem a Tender to be unbalanced and
 - b. reject a Tender, which it deems to be unbalanced.

TC-7 Collusion

- 7.1 The Tenderer shall not engage in collusion of any sort and in particular, shall:
- a. ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
 - b. prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 Right to Accept or Reject Tenders

- 8.1 Notwithstanding any other provision in this Contract, the Township shall have the right to:
- a. accept any Tender;
 - b. reject any Tender, and
 - c. reject all Tenders.
- 8.2 The Township reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.
- 8.3 Without limiting the generality of Section TC-8.1 the Township shall have the right to:
- a. accept an irregular Tender;
 - b. accept a Tender which is not the lowest Tender, and
 - c. reject a Tender even if it is the only Tender received by the Township.
- 8.4 Acceptance of the Tender shall occur at the time the Township awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 Contract Documents

- 9.1 The Contractor shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the Township, pertaining to this Contract.

TC-10 Errors, Omissions and Discrepancies in the Contract Documents

- 10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the Township at the address specified in Part I of the Tender.
- 10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 Irrevocability of Offer

- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of the Tenders by the Township.

TC-12 Successful Tenderer - Bonds

- 12.1 Bonds are not a requirement for this Contract.

TC-13 Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance

- 13.1 If requested, the successful Tenderer shall provide the Township with a valid Workplace Safety and Insurance Board Certificate of Clearance, to the satisfaction of the Township's Solicitor.

TC-14 Successful Tenderer - Execution of Form of Agreement

- 14.1 Execution of a Form of Agreement is not a requirement of this contract.
- 14.2 The Township shall issue a letter to the successful Tenderer to indicate acceptance of the contract.

TC-15 Successful Tenderer - Insurance

- 15.1 Insurance is not a requirement for this Contract.

TC-16 Successful Tenderer – Period of Contract

- 16.1 The Contractor shall schedule their work under this contract to comply with the following requirements:
- The delivery date as specified in Section FT-4 of the Form of Tender.

16.2 The Contractor shall complete the work by the time specified in the Tender, unless an extension of time is granted.

16.3 If the Township of McNab/Braeside grants the Contractor an extension of time, the Contractor shall complete the work by the revised specified time for completion.

TC-17 Successful Tenderer - Liquidated Damages

17.1 Liquidated Damages are not a requirement for this Contract.

TC-18 Successful Tenderer - Submission of Documentation

18.1 The successful Tenderer shall submit the documentation required by Sections TC-13, TC-14 and TC-15 within seven (7) working days of the day the Township notifies the successful Tenderer that the documentation should be sent to the Township.

18.2 If the successful Tenderer fails to comply with Section TC-18.1, the Township may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Township.

TC-19 Prices

19.1 Prices quoted shall be the net cost to the Township and shall include all associated costs (i.e. labour, equipment, material, applicable licenses and permits) and all other associated costs required to perform the service to the complete satisfaction of the Township.

19.2 Prices quoted shall remain firm for the period of the Agreement.

TC-20 Payment

20.1 Payment will be made after delivery and satisfactory acceptance of the vehicle.

TC-21 Tax Status

21.1 The price quoted shall be in Canadian funds and shall include all duty, custom clearances and all other charges now in force.

21.2 The Harmonized Sales Tax (HST) shall be extra to the unit prices quoted.

TC-22 Basis of Award

22.1 It is the Township's intent to award on a total aggregate price as Tendered; however, the Township reserves the right to award on a line item basis, to

the lowest responsive bidders, if deemed to be in the best interest of the Township.

- 22.2 The Township reserves the right to disqualify any Tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The Township reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the Township. Should only one (1) Tender be received, the Township reserves the right to reject it.

PART III FORM OF TENDER**FT Tenderer Information**

Company Name: _____

Company Contact: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____ Fax Number: _____

Contractor's Signature

Business Partner's Signature
(only if required by TC-1)

Witness's Signature
(only if required by TC-1)

Corporate Seal (if applicable)

FT-1 Contract Documents

1.1 The Contract Documents for Contract **RC-2025-04** are:

- a. Tender
 - i. Part ITender Call
 - ii. Part IITender Conditions
 - iii. Part III Form of Tender
- b. All Addenda Issued Pertaining to this Contract

FT-2 Tenderer's Declarations

- 2.1 The Tenderer declares that it has obtained, read and understands all documents related thereto, and agrees to perform the Work required in accordance with this Bid Solicitation document and my/our Bid at the price(s) detailed in our/my Bid.
- 2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all those obligations under the Contract, which are required to be fulfilled by the time of Tendering.

- 2.4 The Tenderer declares that all information which it has provided or will provide to the Township is true.

FT-3 Tenderer's Offer

- 3.1 The Tenderer offers to do the work in accordance with the Contract Documents.
- 3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

FT-4 Schedule of Prices

ITEM No.	ITEM	NEW/USED	YEAR	AMOUNT
1	Supply of One (1) New 2025/2024 or Gently Used 2024 Utility Vehicle - Side-by-Side			

Total of above _____

Air Conditioning Tax _____

13% HST _____

Total Tender Amount: _____

****Delivery Date:** _____

This offer is made this _____ day of _____, 2025.

Firm Name

Authorized Signature

Date

FT-5 Specification & Confirmation

- 5.1 The specifications describe a utility vehicle/side-by-side, with 4-wheel drive, 2-passenger, open station operator platform, VHT transmission, gasoline automatic engine, 17.4 HP, electric bed lift, max. 55" width stance, min. 1,000 lbs. towing capacity, and a cargo box length of nominal 2.43 meters (8 feet).

***These specifications are the minimum requirements for the vehicles/equipment being tendered.**

The make and model quoted should comply with the specifications in all aspects.

Only the major details are listed. It is the supplier's responsibility to deliver fully equipped units, with compatible components that will provide dependable, efficient service. Where minimums are given, the units must meet or exceed the capacity, size and performance specified.

- 5.2 The completed unit(s) shall be delivered to the Township of McNab/Braeside, 2473 Russett Drive, Arnprior, Ontario **no later than May 1, 2025.**
- 5.3 The unit must be current standard production models, for the model year in which they will be delivered and must comply with all Federal and Provincial Legislation in effect, at the time of delivery.

One (1)

New 2025/2024 or Gently Used with warranty 2024

Utility Vehicle - Side-by-Side

Year: _____

Make: _____

Model: _____

TENDER

A-10

Specifications		
General Vehicle Specifications and Capacity		
Delivery Date	Specify:	
4-Wheel Drive	Yes:	
Standard box length, minimum 2.43m (8 ft)	Yes: Specify:	
2-Passenger	Yes: Specify:	
Open Station Operator Platform	Yes: Specify:	
Colour	Specify:	
VHT Transmission	Yes: Specify:	
Gasoline - Automatic Engine	Yes: Specify:	
17.4 HP	Yes: Specify:	
Electric Bed Lift	Yes: Specify:	
Max. 55" Width Stance	Yes: Specify:	
Min. 1,000 lbs. Towing Capacity	Yes: Specify:	

**** Include an information brochure on quoted items.****BIDDER COMMENTS:**