



# Township of Adelaide Metcalfe

## REQUEST FOR TENDER FOR A FIRE TANKER TRUCK

**TENDER CLOSING DATE: DECEMBER 8, 2023, BY 12:00 P.M. (LOCAL TIME)**

Bids must be directed to the Township of Adelaide Metcalfe, clearly marked as “RFT#-11-2023, FIRE TRUCK”, and can be submitted through one of the following methods:

1. Place the sealed envelope and submit to the drop box based at the front door at the Township of Adelaide Metcalfe Building, 2340 Egremont Drive, Strathroy, ON N7G 3H6; or
2. Submit the Bid in-person at the front desk inside the Township building at the address noted above.

**RETURN TO:**

**Coulter Cahill - Public Works Manager  
Township of Adelaide Metcalfe  
2340 Egremont Drive  
Strathroy, ON N7G 3H6**

**TENDER RECEIVED LATE WILL NOT BE ACCEPTED.**

**TENDER RECEIVED BY EMAIL WILL NOT BE ACCEPTED.**

# INFORMATION TO BIDDERS

## 1.0 DEFINITIONS

In this "Information to Bidders" the following terms have the following meanings:

- 1.1 **"Administrator"** means the Township's Manager of Public Works or their designate for this RFT.
- 1.2 **"Award of Contract"** means Resolution and By-law passed by Township Council to award a Contract to a recommended Bid.
- 1.3 **"Bidder" or "Respondent"** means an individual or entity that has responded to this RFT by providing a Bid submission. It is important to note that once a Bidder has submitted a Bid in response to this Project, no further opportunity will be granted for resubmission with different particulars. All Bids are considered final submissions.
- 1.4 **"Closing Date and Time"** means December 8, 2023, at 12:00 p.m. (local time).
- 1.5 **"Contract"** means the agreement for the supply of the fire tanker truck as per this RFP, formed upon Township Council's Resolution and By-law. A contract shall be established solely upon the approval of both the Resolution and By-law by Council.
- 1.6 **"Council"** means the Council for the Corporation of the Township of Adelaide Metcalfe.
- 1.7 **"Equipment and Materials"** means the technical requirements identified in *Schedule "A"* that is attached to this RFT.
- 1.8 **"Evaluation Committee"** means the committee, including staff and stakeholders, convened by the Township to assess Bids in this RFT.
- 1.9 **"Form of Potential Contract"** means the initial draft agreement provided as *Schedule "E,"* which outlines the terms and conditions for the supply of the fire tanker truck. The Township's preference is to use this draft as the basis for the contract. However, the Township is open to considering an alternative contract form provided by a successful Bidder, subject to mutual agreement by Township Council and Township legal counsel. If an agreement cannot be reached within thirty (30) days, this arrangement may be terminated without financial obligations. In such a case, the Township may choose to negotiate with the next highest Bidder, initiate a re-procurement, or terminate this RFT opportunity entirely.
- 1.10 **"Project"** means the supply of a fire tanker truck in accordance with the attached *Schedule "A"*.
- 1.11 **"Response Form"** means the Response Form attached to this RFT as *Schedule "B"*.
- 1.12 **"Recommendation"** means a recommendation by the Administrator of this RFT, which is a recommendation only, and which Council may approve or disapprove at its discretion.
- 1.13 **"RFT"** means Request for Tender #11-2023.
- 1.14 **"RFT Documents"** means Request for Tender #11-2023, inclusive of all of its Appendices:

- (a) Schedule "A": Fire Tanker Specifications;
- (b) Schedule "B": Response Form;
- (c) Schedule "C": Agreement to Bond
- (d) Schedule "D": Price Submission
- (e) Schedule "E": References
- (f) Schedule "F": Potential Form of Contract; and,
- (g) Schedule "G": any future documents incorporated by reference into the RFT.

- 1.15** **"Services"** means the supply of a fire tanker truck to the Township of Adelaide Metcalfe, as detailed within the conditions specified in this RFT, the technical specifications provided in *Schedule 'A'* attached hereto.
- 1.16** **"Specifications"** means the requirements and technical specifications of the fire tanker truck as outlined in this RFT and *Schedule "A"*.
- 1.17** **"Tender" or "Bid" or "Bid submission"** means an offer from any individual, person or entity submitted in response to this RFT to provide a fire tanker truck, which is to be held open for the consideration of the Township of Adelaide Metcalfe and may be accepted or denied by the Township of Adelaide Metcalfe at the sole discretion of its Council.
- 1.18** **"Total Bid"** means the overall sum quoted for the provision of a fire tanker truck to the Township of Adelaide Metcalfe.
- 1.19** **"Township of Adelaide Metcalfe" or "Township"** means the Corporation of the Township of Adelaide Metcalfe.

## **2.0 INTENT OF THE PROJECT, PROCEDURE AND ADMINISTRATION OF THE RFT**

- 2.1** The Township extends an invitation to eligible fire tanker truck suppliers to participate in this Project. The purpose of this invitation is to procure one (1) fire tanker truck by August 1, 2024, which must fully align with the specified requirements and specifications detailed in *Schedule 'A'* — an integral part of this RFT, attached hereto. Additionally, the selected fire tanker truck is required to adhere to all pertinent vehicle standards and safety regulations as stipulated by the Province of Ontario or any applicable federal regulations.
- 2.2** Detailed information regarding the fire tanker truck's specifications is available in *Schedule "A"* of this RFT, which outlines the responsibilities of the Bidder. It is the Bidder's sole responsibility to ensure a comprehensive understanding of these stipulated requirements.
- 2.3** By submitting a Bid, Bidders acknowledge and agree that they shall engage qualified service staff and vehicle technicians during the construction/design of the fire tanker truck upon which the Township relies.
- 2.4** Should Bidders have any inquiries or require clarification, please follow the question procedure provided in this RFT.
- 2.5** In the event that the Township's Council passes a Resolution and By-law to enter into a Contract with a successful Bidder, said Bidder, if selected, shall assume full responsibility for providing a fire tanker truck for the Township no later than August 1, 2024. Failure to deliver the required fire tanker truck by

the specified deadline shall constitute a material breach of the contractual relationship with the Contractor. An exception to this deadline may be granted solely at the Township's discretion if the successful Bidder demonstrates that an emergency situation, beyond their control, has caused a delay in providing the aforementioned fire tanker truck by August 1, 2024. In such cases, the Township reserves the right to either extend the deadline or, as an alternative, to retain the provided Performance Bond. The Township can then proceed with the work in cooperation with the Bidder or, at its discretion, terminate any contractual agreement with the Bidder.

**2.6** If the Township's Council passes a Resolution and By-law to enter into a Contract with a successful Bidder, the selected Bidder must obtain written approval from the Municipal Designate, confirming the suitability of the proposed fire tanker truck. Should the Contractor be responsible for designing the fire tanker truck, these designs must also undergo a written approval process before any delivery is permitted. Even if the fire tanker truck requires no design and is to be delivered in its existing state, the Township's written approval remains a mandatory prerequisite. It is imperative to stress that the Township holds no obligation to provide any form of compensation to the Contractor for the fire tanker truck if the Municipal Designate does not grant prior written approval.

**2.7** Bids to this RFT will be scored in accordance with the following scoring criteria:

<b>ITEM</b>	<b>SCORING CRITERIA</b>	<b>SCORING WEIGHING</b>
<b>1.</b>	<b>Lowest Price:</b> While meeting all the specifications outlined in <i>Schedule "A"</i> .	<b>80%</b>
<b>2.</b>	<b>Experience:</b> Strength of demonstrated experience shall be evaluated based on the Bidder's history of providing fire tanker trucks that align with the specifications outlined in <i>Schedule "A"</i> and section 2.8(3).	<b>10%</b>
<b>3.</b>	<b>References:</b> Strength and authenticity of the feedback provided by Bidders' references, as per section 2.8(7) and attached as <i>Schedule "E"</i> .	<b>10%</b>
<b>100%</b>		

**2.8** There are **eight (8) mandatory (M)** requirements for bidding in this RFT:

**1) Mandatory Requirement for Bid Submission and Specification Compliance:**

All prospective Respondents must (M) submit a Bid confirming that their fire tanker truck meets all of the specifications outlined in the attached *Schedule "A"* document. It is imperative for Bidders to understand that they are required to address all the specifications detailed in the attached *Schedule "A"* document. Bidders must (M) indicate "yes" or "no" for each specification. If a Bidder is unable to provide a specification as outlined in *Schedule "A,"* they must (M) provide an alternative specification in the "comment" box that achieves an equal or superior result. The Township, at its discretion, reserves the right to determine if the alternative specification does, indeed, yield an equal or superior result.

If, at its sole discretion, the Township determines that the alternative specification achieves an equal or superior result, the Bidder shall remain in compliance with this RFT. In the event that the alternative specification does not meet the same or better result for the specified requirement, the Bidder may face disqualification. However, the Township retains the right to invoke the doctrine of substantial compliance, as outlined in section 2.13 of this RFT, to evaluate whether the specification is of minor significance. If it is determined to be minor, the Bidder may remain in compliance.

- 2) **Qualification as a Specialized Contractor:** The Bid Submission must (M) detail the Respondent's qualifications as a specialized contractor proficient in the procurement, construction, design, and/or supply of fire tanker trucks tailored to municipal applications. These qualifications should strictly adhere to the specifications delineated in *Schedule "A."*
- 3) **Experience:** The Bid Submission must (M) provide a comprehensive account of the Respondent's prior project experience, specifically in relation to endeavors of a similar nature. This should encompass the supply of fire tanker trucks that align with the specifications articulated in this RFT and *Schedule "A."*
- 4) **Ontario Workplace Safety Clearance:** The Bid Submission must (M) include a written confirmation of the inclusion of an Ontario Workplace Safety and Insurance Board Clearance or e-Clearance Report within their Bid submission.
- 5) **Adherence to Regulatory Compliance:** Confirmation must (M) be provided to affirm that the proposed fire tanker truck strictly adheres to all applicable laws within the Province of Ontario, including Federal regulations. This adherence should encompass compliance with Transport Canada regulations governing commercial vehicles and the *Ontario Highway Traffic Act*.
- 6) **Submission of a Fully Executed Response Form:** All prospective Respondents must (M) submit a fully executed Response Form, as specified in the form provided within *Schedule "B."*
- 7) **References:** All prospective Respondents must (M) provide a minimum of three (3) references pertaining to prior projects involving the delivery of fire tanker trucks exhibiting similar specifications.
- 8) **Performance Bond:** All prospective Respondents must (M) submit an Agreement to Bond, in accordance with the provisions delineated in section 12 of this RFT. This must be fully completed and endorsed as outlined in *Schedule "C."*

**2.9** With respect to the Township's evaluation of Bids, Bids will be initially assessed to verify compliance with the eight (8) mandatory (M) requirements. If any of these mandatory requirements are missing from a Bid response, that Bid will be deemed non-compliant with this RFT and disqualified. If all eight (8) mandatory requirements are met, Experience will be evaluated, scored at the discretion of the Evaluation Committee based on the Bidder's written response. Subsequently, references will be contacted, and their responses will be evaluated and scored at the discretion of the Evaluation Committee. The three (3) categories—Lowest Price, Experience, and References—will be combined to determine the overall highest scoring Bid as outlined in section 2.7 above.

**2.10** This RFT, specifically in sections 4 and 5, outlines the process for advancing potential recommendations and contracts following the Evaluation Committee's Bid scoring. If the Township's Council confirms the highest scoring compliant Respondent, the parties shall execute a mutually acceptable Contract provided by the successful Bidder within thirty (30) days. This potential Contract must be acceptable to both Council and the Township's legal counsel. Failure to reach such an

agreement will result in the termination of this arrangement without financial obligations on either party. The Township may then proceed to negotiate with the next highest Bidder or terminate this RFT opportunity.

- 2.11** Bidders, by submitting their respective Bids, acknowledge and agree that each of their Bids constitutes an offer to supply the Township with a suitable fire tanker truck in accordance with the Specifications outlined in *Schedule "A"* of this RFT, at the price stated in their respective Bid Submissions. They further commit to keeping these offers open and honoring them should the Township's Council accept the offer by passing a resolution and by-law to enter into a Contract with a Bidder.
- 2.12** Bidders, through the submission of their respective Bids, acknowledge and agree that the mere recommendation of a potential contract by the Administrator of this RFT to Council does not constitute the formation of a contract for the supply of the fire tanker truck to the Township. Such a Contract will only come into effect upon the passage of a resolution and by-law by Council, which Council may choose to pass or not, at its sole discretion (as specified in Section 4 and 13 of this RFT).
- 2.13** While it remains the Township's prerogative in its absolute and sole discretion to exclude any RFT submission from further evaluation or consideration for having failed to meet a mandatory requirement, the Township nevertheless reserves the right, at its absolute and sole discretion, to utilize the doctrine of substantial compliance to determine that an RFT submission substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed or the proposal itself:
- (a) accomplishes a mandatory requirement using an alternative method than that envisaged by the Township; and
  - (b) the degree that the proposal is apparently non-compliant with the specified requirement is considered by the Township to be minor and not material to the overall procurement intent of this RFT.

### **3.0 DESCRIPTION OF DELIVERABLES AND SCOPE OF WORK**

- 3.1** The Township is soliciting Bids from qualified Respondents capable of providing the required fire tanker truck to the Township in accordance with the specifications outlined in *Schedule "A"*, which is incorporated as a part of this RFT.
- 3.2** By submitting a Bid, the Bidder hereby agrees that, should the Township choose to enter into a Contract with the Bidder by passing a resolution and by-law, the Bidder shall supply the fire tanker truck at the price indicated in their submitted Bid. This supply must be completed by the specified deadline of August 1, 2024, as stipulated in this RFT.
- 3.3** Furthermore, the Bidder acknowledges and agrees, without limitation, that the Township shall bear no liability for any expenses, costs, losses, or any direct or indirect damages incurred or suffered by the Bidder or any third party as a result of any changes to the specifications detailed in *Schedule "A"* that are deemed necessary by the Township.
- 3.4** In the event a Bidder is selected as the successful party, they shall assume the responsibility of delivering the fire tanker truck to a location designated by the Township. The precise address will be confirmed and communicated upon the selection of the successful Bidder.
- 3.5** Bidders represent and warrant that the fire tanker truck submitted meets the following criteria: it is of proper quality, free from any defects in material and workmanship, clear of defects in title, devoid of all

defects in design, suitable for the intended use as defined by the Township, and fully complies with all other requirements of this RFT. Full details regarding the required warranty period will be outlined in section 6 of the attached draft potential form of contract, found in *Schedule "F"*. This information will be provided should Council, at its sole discretion, decide to enter into a contractual relationship with a successful Bidder.

#### **4.0 POTENTIAL RECOMMENDATION, POTENTIAL CONTRACT, AND CANCELLATION OF THIS RFT**

- 4.1** This RFT does not commit the Evaluation Committee of this RFT to make a recommendation to Council and does not require Council to approve a Contract with a Bidder. As confirmed by the "Acceptance and Rejection of Bids" section below, the Township reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Township in its sole discretion that it is in its best interest to do so. Even in the event only one (1) Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.
- 4.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Project.
- 4.3** In the event that all Bids are rejected by the Township, or this RFT is cancelled without Council passing a resolution and by-law to enter into a Contract, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and the Bidder does hereby release the Township, including their respective Mayor, councilors, employees, officers, legal counsel and agents from and against any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which arise out of or are in any way related to the preparation and submission of a Bid to this RFT.
- 4.4** The issuance of this RFT does not commit the Township to awarding a Contract. Whether or not Council passes a resolution and by-law to enter into a Contract is entirely at the discretion of Council and cannot be pre-judged or guaranteed. In the event that there is a staff recommendation made by the Administrator of this RFT, such recommendation is non-binding, and is subject to Council consideration.
- 4.5** In the event Council considers but does not approve a recommendation made by the Administrator of this RFT for any reason whatsoever and Council proceeds to cancel this RFT, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of Council's decision or in the preparation for the Tender, and the Bidder hereby releases the Township, including their respective Mayor, councilors, employees, officers, legal counsel or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related a Bidders' preparation and submission of a Bid for to this RFT.

#### **5.0 ACCEPTANCE AND REJECTION OF BIDS**

- 5.1** The Township reserves the right in its sole and absolute discretion to:
- (a) Make public the names of any or all Bidders;
  - (b) Verify with any Bidder or with a third party any information set out in its Bid;

- (c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Township shall not allow any blank space in any Tender to be filled in after the Closing Date and Time;
- (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond (Performance Bond) issued by a surety not acceptable to the Township;
- (e) Assess the ability of the Bidder to perform any potential contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Township;
- (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information;
- (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT;
- (h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the staff Administrator of this RFT in his sole and absolute discretion and prior to the Closing Date and Time;
- (i) Accept any Bid in whole or in part;
- (j) Reject any or all Bids, including without limitation the lowest Bid;
- (k) Recommend to Council any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in this RFT or herein; and/or
- (l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.

**5.2** These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances the Township shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township any of its express or implied rights under this RFT.

## **6.0 DATE OF COMPLETION**

**6.1** The fire tanker truck must be provided to the Township by August 1, 2024.

**6.2** Requests for extensions of time may be considered if the Township deems that exceptional circumstances justify such an extension. Whenever feasible, a written notice of at least fifteen (15) days must be provided to the Township to request such an extension. The final decision on granting an extension rests solely with the Township and will be made at their discretion.

## **7.0 LEGAL CLAIMS**

**7.1** No Tender will be accepted from any individual, person, or entity which has a claim or has instituted a legal proceeding against the Township, or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.



## **8.0 QUESTIONS**

- 8.1** Questions related to the Tender Documents shall be emailed to the Manager of Public Works ([ccahill@adelaidemetcalfe.on.ca](mailto:ccahill@adelaidemetcalfe.on.ca)) for clarification with respect to this RFT, and must be submitted no later than November 27, 2023, by 12:00 p.m. in order that Township staff may have sufficient time to respond. The Township reserves the right to extend the deadline for questions if required regarding this RFT.
- 8.2** The Township reserves the right to revise this RFT up to the final date for the deadline for receipt of Bids.
- 8.3** Any necessary Addenda to this RFT will be posted on <http://www.adelaidemetcalfe.on.ca/> only. The Township at its discretion may or may not change the date for Bid submissions depending on the date and extent of any Addenda.
- 8.4** During the Tendering stage, to ensure transparency and quality of information provided to Bidders, enquiries received and the replies to such enquiries, if any, will be provided in writing in an Addendum, which will be made available to all Bidders and posted on <http://www.adelaidemetcalfe.on.ca/>, without revealing the source of the enquiry. Bidders should reference as accurately as possible the numbered item of the Tender to which the enquiry relates.
- 8.5** It is the sole responsibility of each Bidder to check the aforementioned website often to review any Addenda. The onus is unequivocally on the Bidders to ensure that they have reviewed all Addenda prior to submission of their Bids. The Township is not responsible or liable whatsoever for misdirected notices of solicitations or for misdirected Addenda.
- 8.6** The Bidders are solely responsible to make any adjustments to their Bid required as a result of the Addenda and ensure that the re-submitted Bid is RECEIVED by the Township no later than the Closing Date and Time.
- 8.7** Late Bids are not permitted.

### **Disclaimer:**

*The Township makes every effort to keep its website up and running smoothly, due to the nature of the Internet and the technology involved, the Township assumes no responsibility or liability whatsoever for any temporary interruptions to, or unavailability of its website due to any technical or other issues which are beyond the control of the Township, or for any loss, injury or damage suffered by any party which may result from accessing or using the website, or from any inability to use or access this website for any reason whatsoever. The Township will not be liable for any false, inaccurate, outdated, inappropriate or incomplete information presented on the website and assumes no responsibility for any damages arising out of the use of the website.*

## **9.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES**

- 9.1** In accordance with the Ontario Human Rights Code (“HRC”), Ontarians with Disabilities Act, 2001 (“ODA”) and Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”), the Township will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

- 9.2** If a Bidder requires this RFT in a different format to accommodate a disability, the Respondent must contact the staff Administrator as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

## **10.0 RESPONSE FORM**

- 10.1** All Bids shall be in the form specified in the Response Form (*Schedule "B"*). The Response Form shall be included in the Bidder's submission and delivered to the Township's Administration Office. Due to COVID-19 protocol, the public will likely not be able to attend inside the building but rather there will be a drop box based at the front door for submission packages.
- 10.2** The Bidder shall furnish in the space provided in the Form of Tender. Bid submissions which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- 10.3** Bidders must complete the Response Form in its entirety, otherwise the Tender may be rejected due to an incomplete Bid. Should any uncertainty arise as to the proper manner of completing the Response Form, the Bidder may submit a question by e-mail to the staff Administrator ([ccahill@adelaidemetcalfe.on.ca](mailto:ccahill@adelaidemetcalfe.on.ca)).

## **11.0 CONFIDENTIALITY**

- 11.1** The Respondent acknowledges that any and all information relating to the business and affairs of the Township that is not a matter of public record is confidential.
- 11.2** All documentation submitted to the Township by Respondents to this RFT is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("**MFIPPA**"), which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Township Clerk has been designed by Council to make privacy determinations in accordance with *MFIPPA*.
- 11.3** All Bids **shall** be submitted by the Respondent on the understanding that the Bids shall become the property of the Township, and may be made public by the Township as part of a public Council agenda. Should a Respondent believe that their Bid contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Bid that are so affected in his/her/its Bid. In the event such statement is made in a Bid, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Respondent does hereby fully release and hold harmless the Township, including their respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Bid, including proprietary and personal information, in the event the Bid is considered at a Township Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

## **12.0 PERFORMANCE BOND**

- 12.1** Bids must be accompanied by an Agreement to Bond for a Performance Bond of \$5,000.00, made payable to "The Corporation of the Township of Adelaide Metcalfe." This Agreement to Bond must be underwritten by a surety company licensed to operate in Ontario.
- 12.2** The successful bidder will subsequently cover all Performance Bond-related expenses. Note that the Township will not pay interest on the bond deposit.
- 12.3** The Township will accept only those Agreement to Bond forms that comply with the exemplar in *Schedule "C,"* fully executed by a qualified surety in Ontario.
- 12.4** Should your bid be successful and a contract awarded by Council, you are then obliged to provide the actual Performance Bond of \$5,000.00 as outlined in this RFT's section 12. The Performance Bond, conforming to the form in *Schedule "C"* or another commercially acceptable format, must be delivered within ten (10) days of the potential contract's approval and before any work begins. Failure to submit the Performance Bond will be considered a fundamental breach, allowing the Township to terminate the contract. The Performance Bond will be retained until the fire tanker truck's delivery and operational status are confirmed in writing by the Project Manager. Upon such confirmation, the Performance Bond will be returned without delay. Note that at the bidding stage, only the Agreement to Bond is required; the actual Performance Bond is necessary only upon contract execution.

### **13.0 POTENTIAL RECOMMENDATION**

- 13.1** Subject to the Township's reserved rights and privileges set out in this RFT, including the right to accept or reject any Bid, including the lowest Bid, and subject to the Township Council's sole, unfettered and absolute discretion to award of any potential Contract, any recommended Bid shall be the compliant Bid with highest score in accordance with the scoring criteria set out in section 2.7.
- 13.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Project at any time.

### **14.0 POTENTIAL CONTRACT**

- 14.1** In the event that the Township issues a Recommendation, and Township Council, at its discretion, subsequently passes a Resolution and By-law to approve the award of a contract to a Respondent, the parties shall proceed to execute a formal Contract. The Township's preferred approach is to employ the draft Form of Potential Contract provided as *Schedule 'F'* to this RFT as the foundation for the contractual relationship. Nevertheless, the Township is open to the consideration of an alternative contract form offered by a successful Bidder, contingent upon the mutual agreement of Township Council and Township legal counsel, each acting within their respective discretion. A copy of this RFT will be attached as a Schedule to any executed contract to confirm the specific project details.
- 14.2** It is important to note that if an agreement is not reached within thirty (30) days following the approval of any Resolution and By-law by Council, this arrangement may be terminated without imposing any financial obligations on either party. In such a scenario, the Township reserves the right to enter into discussions with the next highest-ranked Bidder, initiate a re-procurement process, or choose to terminate this RFT opportunity in its entirety.

## 15.0 CLOSING DATE AND TIMELINE

15.1 Tenders must be received by: 12:00 p.m. EST on December 8, 2023.

15.2 Timeline of RFT Events below:

Event	Date
Posting of this RFT	November 13, 2023
Final date for submission of clarification questions (by 12:00 p.m. EST)	November 27, 2023
Deadline for receipt of proposals (by 12:00 p.m. EST)	December 8, 2023
Potential Date for Contract consideration  <i><b>**Please Note**:</b> It is expected that Council may contemplate awarding a contract at its meetings scheduled for December 2023. However, please be aware that this timeline is entirely subject to change at the Township's sole discretion. In the event of any alterations to this schedule, no notice will be issued to any Bidder.</i>	Anticipated to be a date in December 2023.
Completion of Delivery Date	August 1, 2024

# **SCHEDULE "A"**

## **FIRE TANKER TRUCK SPECIFICATIONS**

### **GENERAL**

All prospective Respondents must submit a Bid confirming that their fire tanker truck meets all of the specifications outlined in the below chart. It is imperative for Bidders to understand that they are required to address all the specifications detailed in the below chart. Bidders must (M) indicate "yes" or "no" for each specification. If a Bidder is unable to provide a specification as outlined in *Schedule "A,"* they must (M) provide an alternative specification in the "comment" box that achieves an equal or superior result. The Township, at its discretion, reserves the right to determine if the alternative specification does, indeed, yield an equal or superior result.

If, at its sole discretion, the Township determines that the alternative specification achieves an equal or superior result, the Bidder shall remain in compliance with this RFT. In the event that the alternative specification does not meet the same or better result for the specified requirement, the Bidder may face disqualification. However, the Township retains the right to invoke the doctrine of substantial compliance, as outlined in section 2.12 of this RFT, to evaluate whether the specification is of minor significance. If it is determined to be minor, the Bidder may remain in compliance.

If a Bidder intends to propose more than one unit, it is necessary to submit separate proposals for each unit under consideration.

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	<b>GENERAL:</b>  This specification covers a new 3000 US Gallon Pumper/Tanker			
<b>MAKE AND MODEL BEING OFFERED:</b>				
	<b>TESTING AND COMPLIANCE STANDARD</b>			
<b>1.0</b>	<b>Hose Bed Capacity</b> Hose bed hose load allowance on the apparatus should be 1200 lbs.			n/a
<b>1.1</b>	<b>Overall Height Restriction</b> The apparatus shall have no overall height restrictions.			
<b>1.2</b>	<b>Overall Length Restriction</b> The unit has no overall length restrictions.			
<b>1.3</b>	<b>English Tags</b> The entire unit shall be provided with standard English supplied tags.			
<b>1.4</b>	<b>ULC Compliance Testing</b> The apparatus shall be tested and labeled for CAN/ULC S515-13 compliance. Testing shall			

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		Yes	No	Alternative Offered
	include the water pump, road test, ULC checklist and line voltage power source (if equipped).			
1.5	<b>Equipment Capacity</b> Equipment allowance on the apparatus should be at least 1000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable. Please list capacity.			
	<b>CHASSIS PREP</b>			
2.0	<b>Freightliner Chassis</b> The commercial chassis shall be made ready for installation of components required by the fire apparatus specifications such as warning lights and sirens, cab wire harness, etc. The preparation shall also include relocating of components as necessary to meet the fire apparatus requirements such as exhaust tail pipe, air system components, batteries, etc. Please provide complete chassis specifications with your proposal for review. 16000lbs front axle and 46000lbs rear axles. Heavy duty emergency brake linings, Full locking interaxle for rear tandems			
	<b>BUMPER TRAYS</b>			
4.2	<b>Elkhart Sidewinder EXM Turret</b> The center mounted bumper pre-connect shall have an Elkhart Sidewinder EXM Turret or equivalent remote controlled from inside of apparatus. This should be removable from bumper with cam locks and quick disconnection of wiring.			
	<b>WHEEL OPTIONS</b>			
5.0	<b>Front Wheel Trim Package</b> The front wheels shall have stainless steel lug nut covers. There shall be two (2) baby moons and twenty (20) lug nut covers			
5.1	<b>Rear Wheel Trim Package, Tandem Axle</b> The rear wheels shall have stainless steel lug nut covers. There shall be four (4) high hats and forty (40) lug nut covers.			
	<b>TIRE OPTIONS</b>			
	Michelin tires XDN2 with Aluminum Rims inside and out			

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			Yes	No	Alternative Offered
	AIR SYSTEM OPTIONS				
7.1	<b>Air Horns</b> Dual Hadley e-tone air horns should be provided, connected to the chassis air system. The horns shall be mounted through the front bumper. The front bumper shall have two (2) holes punched to accommodate the air horns. If horns are not able to be inserted in bumper they may be mounted under bumper. Horns will not be accepted mounted on hood area. A pressure protection valve shall be installed to prevent the air brake system from being depleted of air pressure.				
	ENGINES & TRANSMISSIONS				
8.0	<b>Vehicle Speed</b> The maximum speed shall be electronic limited as required by NFPA 1901. Or to Hwy 402 speed limits. 110km/hr				
8.1	<b>Commercial Cummins Engine</b> The chassis should be equipped with a Cummins L9 six-cylinder, EPA compliant, electronic engine. The engine shall be 450 HP @ 2100 RPM (2100 RPM Governed) with 1250 lb/ft @ 1200 RPM. If engine brand is not available list options. Option of standard transmission for field and grass fires.				
	CHASSIS OPTIONS				
9.0	<b>Rear Tow Eyes</b> Two (2) heavy duty tow eyes made of steel having 2-1/2” diameter holes should be mounted below the body at the rear of the vehicle to allow towing (not lifting) of the apparatus without damage.				
9.1	<b>Front Tow Hooks</b> Two (2) heavy duty front tow hooks should be securely bolted to the front chassis frame rail extensions to allow towing (not lifting) of the apparatus without damage. They shall be mounted in the downward position. Tow hooks will be mounted inboard (horizontal) when used with a drop style frame extension.				
9.2	<b>OEM Bright Chassis Trim Package</b> A bright chassis trim package should be supplied				

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		Yes	No	Alternative Offered
	by the commercial chassis vendor. The package should include bright finish steps. Builder should enclose area under cab with bright plate to enclose step fuel and areas under steps along length of cab to pump panel. A mounting plate for the battery charger receptacle, display, air inlet, etc. should be provided.			
	<b>CAB MODEL</b>			
10.0	<b>Cab Model</b> Two door Freightliner M2 112 6x4.or 114SD Chassis. Manufacturer to provide detailed chassis specifications with proposal.			
	<b>CAB DOOR OPTIONS</b>			
11.0	<b>Cab Door Interior Striping</b> Reflective striping shall be installed on commercial cab doors, visible when the door is open, meeting NFPA requirement of 96 sq. in. coverage for each door.			
	<b>MISC EXTERIOR CAB OPTIONS</b>			
12.0	<b>Label “Diesel Fuel Only”</b> Located above the fuel filler housing should be a metallic label that designates” Diesel Fuel Only” requirements. It shall be black with white or equivalent contrasting letters a minimum of 1/2” high. If DEF tank lid is present it also requires labeling in a similar manner			
	<b>SEATS</b>			
13.0	<b>Seating Capacity Tag</b> A tag that is in view of the driver stating seating capacity shall be provided.			
	<b>MISCELLANEOUS INTERIOR CAB OPTIONS</b>			
14.0	<b>Air Horns</b> There should be two controls for air horns, one on drivers’ side and one on front passenger side.			
14.1	<b>Cab Console</b> The console should be centrally located and shall allow the driver and/or officer access to all components while seated with seat belts secured.			



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		Yes	No	Alternative Offered
14.2	The console should be constructed of aluminum smooth plate with a black non-reflective durable coating. The top surface should also have a non-reflective material for increased visibility of labels and controls.			
14.3	All switches located on the console shall be clearly labeled and shall be back-lit for easy operation and visibility.			
	<b>CAB ELECTRICAL OPTIONS</b>			
15.0	<b>Cab Dome Lights</b> Factory dome lights are acceptable if they also have red switching options for night vision. If not factory equipped option a TecNiq LED model E12-WB0RP-1 or equivalent dome light assembly. The white light activates with appropriate cab door and light assembly switch, the red light activates with light assembly mounted switch only.			
15.1	There should be two (2) mounted in the cab, one (1) in the driver and one (1) in the officer ceiling and three (3) in the rear if a four (4) door chassis is utilized.			
15.2	<b>Auto-Eject Inlet Receptacle</b> The inlet receptacle should be a Kussmaul 20-amp NEMA 5-20 Super Auto-Eject #091-55-20-120 with a cover or equivalent. The Super Auto-Eject receptacle shall be completely sealed and have an automatic power line disconnect.			
15.3	The receptacle shall be located driver's door step area and the cover color shall be Yellow.			
15.4	<b>Battery Charger with Remote</b> A Kussmaul Auto Charger 1200 battery charger or equivalent with remote mounted bar graph display shall be installed.			
15.5	The battery charger shall be completely automatic with an output of 0-40 amp @ 12 volts DC and an input current requirement of 10 amps @ 120 volts AC.			
15.6	Air connection supplied for shore-based airline with auto eject for air brake pressure.			
15.7	<b>Antenna Base</b> There shall be a universal antenna base mounted on the cab roof with a weatherproof connector. The antenna shall be located in suitable roof location to be approved at build time, with coaxial cable			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	terminating at the center of the dash board.			
	<b>BODY COMPT LEFT SIDE</b>			
<b>16.0</b>	<b>Driver Side Assembly</b> The driver side assembly should be constructed to provide a high strength-to-weight ratio for increased equipment carrying capacity.			
<b>16.1</b>	The manufacturer to provide specifications on body designs and manufacturing processes and materials used for construction of assembly			
<b>16.2</b>	The driver side body shall be completely sanded and deburred to assure a smooth finish and painted job color.			
<b>16.3</b>	<b>Driver Side Compartments</b> There should be two (2) driver side compartments at a minimum.			
<b>16.4</b>	There should be one (1) compartment located ahead of the rear wheels. This compartment should be designed as a "high-side" compartment that rises to approx. height of storage tank mount on rt side. Pump controls as well heated compartment area.			
<b>16.5</b>	There should be one (1) compartment located behind the rear wheels. This compartment should be designed as a "high-side" compartment that rises to approx. height of storage tank mount on rt side			
<b>16.6</b>	Manufacturers can provide measurements of compartments if different than specified.			
<b>16.7</b>	Each compartment seam shall be sealed. The walls of each compartment shall be louvered for adequate ventilation.			
<b>16.8</b>	Construction of body compartments shall allow easy access to body harness for repairs if required.			
	<b>BODY COMPARTMENTS - RIGHT SIDE</b>			
<b>17.0</b>	<b>Officer Side Assembly</b> The officer side assembly should be constructed to provide a high strength-to-weight ratio for increased equipment carrying capacity.			
<b>17.1</b>	The manufacturer to provide specifications on body designs and manufacturing processes and materials used for construction of assembly			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
17.2	The officer side body shall be completely sanded and deburred to assure a smooth finish and painted job color.			
17.3	<b>Officer Side Compartments</b> There should be two (2) officer side compartments at a minimum.			
17.4	There should be one (1) compartment located ahead of the rear wheels. This compartment should be approximately 60" wide x 34" high x 26" deep. The compartment should contain approximately 30.6 cu. ft. of combined storage space. The door opening should be approximately 60" wide x 34" high.			
17.5	There should be one (1) compartment located behind the rear wheel. The compartment should be approximately 54" wide x 34" high x 26" deep. The compartment should contain approximately 27.6 cu. ft. of combined storage space. The door opening should be approximately 54" wide x 34" high.			
17.6	Manufacturers can provide measurements of compartments if different than specified.			
17.7	Each compartment seam shall be sealed. The walls of each compartment shall be louvered for adequate ventilation.			
17.8	Construction of body compartments shall allow easy access to body harness for repairs if required.			
	<b>BODY COMPARTMENTS - REAR</b>			
18.0	<b>Rear End Assembly</b> The rear end shall be set-up as tanker and shall have no rear body compartment unless ladder and other storage is encompassed inside of tank. There shall be adequate room for mounting of a Newton Style swivel dump.			
18.1	<b>Tailboard Step</b> A tailboard step shall be provided at the rear of the body. The tailboard shall 18" in depth and in accordance with NFPA in both step height and stepping surface. The maximum rear step height to the tailboard shall not exceed 24".			
18.2	The tailboard shall be in accordance with current NFPA requirements.			
18.3	The tailboard step shall be bolted on to the body from the underside assuring a clear surface and shall be easily removable for replacement in the			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	case of damage.			
18.4	<b>Rear Access Handrails</b> Handrails shall be provided at the rear of the body to assist ground personnel accessing the tailboard step and hose bed area.			
	<b>DOORS</b>			
19.0	<b>Roll Up Compartment Door</b> An AMDOR brand or equivalent roll up door with body matched finish shall be provided the compartments. The door(s) shall be installed in the following location(s): L1, L2, R1, R2. And rear if utilized.			
19.1	<b>Drip Pan</b> Drip pan for a roll-up door (EA). Location(s): L1, L2, R1, R2. And rear if utilized.			
19.2	<b>Strap for Roll-Up Door</b> A bungee type strap shall be provided on full height roll-up doors to assist in closing the door. The strap should be affixed to both the door and the interior so the strap stays inside the compartment when lowering. The strap should be provided on full height and high side (upper) compartments if utilized.			
	<b>TRAYS / TOOLBOARDS</b>			
20.1	The tray shall be sized in width and depth as applicable.			
20.2	For greater tray accessibility, the drawer slides shall feature one hundred percent extension. The tray should utilize a means to secure the tray in the open or closed position.			
20.3	The tray shall have a total capacity of 500 lbs.			
20.4	Manufacturer to include Roll out trays into total price but include a credit amount for each if roll out trays are not installed into each compartment.			
	<b>COVERS</b>			
21.0	<b>Rear Hose Bed Cover</b> A cover shall be installed at the rear apparatus hose bed.			

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		Yes	No	Alternative Offered
21.1	The top of the cover shall be mechanically attached to the rear hose bed cover. The lower portion of the cover shall be secured in place with heavy duty nylon straps to comply with the latest edition of NFPA 1901.			
21.2	<b>NFPA Hose bed Cover</b> The hose bed area should be equipped with a four (4) piece aluminum hose bed cover, which must comply with NFPA regulations. Alternatively, the hose bed area may have a tarp as a rear hose bed cover, also in compliance with NFPA standards.			
21.3	Manufacturers are to include description of hose bed lid specifications which include details specifying construction, hinge mounting, locking, opening and closing and latching mechanisms			
21.4	Each cover door shall be wired to the door ajar indicator light in the cab and shall be interlocked with the parking brake per NFPA.			
21.5	The water tank fill tower(s) shall be accessible with the covers in the closed position.			
21.6	The covers should be supported in the closed position by a center mounted hose bed divider. The divider should run the full length of the hose bed (as applicable).			
21.7	Each cover shall include handles to easily lift cover. The rearward handrails shall be installed in compliance with current NFPA			
	<b>PUMP MODULE</b>			
20.8	20hp Waterous pump with external fuel tank to supply front mounted Elkhart monitor with remote. 45mm connections for grass/wildland fires. Tank to pump and pump to tank connection in manifold. Manufacturer to confirm confirmation of system. Pump and roll.			
	<b>MISC PUMP PANEL OPTIONS</b>			
24.0	<b>Pump Panel Tags</b> Color coded pump panel labels shall be supplied to be in accordance with NFPA 1901 compliance.			
	<b>WATER TANK</b>			
26.0	<b>3000 Gallon Water Tank</b> A NFPA compliant 3000-gallon (U.S.) tank shall be provided". The tank should be completely			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	removable without disturbing or dismounting the apparatus body structure.			
26.5	A lifetime manufacture`s limited warranty shall be included.			
26.6	Tank capacity is 3000 US gallons (11340L) or larger.			
	<b>WATER TANK OPTIONS</b>			
27.0	<b>Newton Dump Provision</b> Special provisions for mounting a Newton dump valve on the poly water tank shall be provided. All Aluminum pieces.			
	<b>TANK PLUMBING</b>			
28.0	<b>Tank Fill, 2.5 Akron Valve</b> One (1) 2.5" pump-to-tank fill line having a manually operated 2.5" valve. The valve control should be located at the re and shall visually indicate the position of the valve at all times.			
28.2	The valve should be swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.			
28.3	All fabricated piping should be stainless steel for superior corrosion resistance and decreased friction loss.			
28.4	<b>Tank Drain, 1.5</b> One (1) 1-1/2" gated tank drain should be installed and visually indicate the position of the valve at all times.			
28.5	List Valve type and manufacturer.			
28.6	The valve should be swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.			
28.7	All fabricated piping shall be stainless steel for superior corrosion resistance and decreased friction loss.			
28.8	<b>Tank to Pump</b> One (1) manually operated valve shall be installed between the pump suction and the booster tank. The valve control should be located at the pump operator`s panel and shall visually indicate the position of the valve at all times.			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
28.9	List Valve type and manufacturer.			
28.10	The valve should swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.			
28.11	All fabricated piping should be stainless steel for superior corrosion resistance and decreased friction loss.			
28.12	A check valve shall be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank. The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.			
28.13	<b>Newton Dump Manual</b> A tank dump valve shall be provided at the rear of the body.			
28.14	The tank dump should be a Newton Kwik Swivel Dump or equivalent and should include a 10" x 10" flip-up valve plate for maximum water flow. The lower portion of the dump assembly shall swivel 180 degrees and shall include a manual chute extension that shall extend the dumping past the sides of the body and rear tailboard area.			
28.15	The dump valve shall be manual actuated from the upper area of the dump assembly and shall be accessible from the driver or officer side during side to side dumping operations.			
28.16	The exterior surface of the dump assembly shall be stainless steel.			
28.17	<b>Direct Tank Fill</b> 4" Storz Rear Direct tank fill with bleeder elbow adapter and cap. Locate rear body			
28.18	<b>Direct Tank Fill</b> 4" Storz Rear Direct tank fill. Includes elbow adapter and cap. Locate rear.			
28.19	<b>Tank To Pump 4" Valve</b> The booster tank shall be connected to the intake side of the pump with 4" piping and a quarter turn valve. A coupling should be included in this line to prevent damage from vibration or chassis flexing.			
28.20	List Valve type and manufacturer			
28.21	The valve should be swing-out design to allow the valve body to be removed for servicing without			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	disassembling the plumbing.			
28.22	All fabricated piping should be stainless steel for superior corrosion resistance, and decreased friction loss.			
	<b>LADDER STORAGE / RACKS</b>			
29.0	<b>Hold Downs</b> The ladder brackets/rack to store one (1) 2-section extension and one (1) roof ladder and one attic ladder. The ladder may be stored inside compartment or outside on body but must be easily accessible.			
29.1	<b>Ladder Brand</b> Specify Ladder brand.			
29.2	<b>Ladders</b> The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder and 10'foot attic ladder.			
29.3	<b>Adjustable Ladder Brackets</b> There should be two (2) adjustable ladder brackets provided with spring-loaded hold-down handles mounted in the adjustable ladder tracks if outside ladders racks are used.			
29.4	The tracks should be located to the driver's side of the body if outside storage is provided. These are not required if ladder storage is internal.			
29.5	<b>Adjustable Tracking</b> Adjustable tracking should be provided on the driver's side of the apparatus if required for ladders and other storage.			
29.6	The tracking shall be positioned above the compartment top and should allow for maximum adjustment of items mounted to the tracks.			
29.7	<b>Pike Pole Storage</b> Two (2) locations for storing two (2) pike poles.			
29.8	<b>Hard Suction Storage</b> A method to store two (2) sections of 6" by 10' suction hose needs to be provided. These should be easily accessible from the ground. With Jet Siphon			
29.9	<b>Portable Storage Tank Rack</b> A Zico QUIC-LIFT Portable Tank System (PTS) rack or equivalent should be provided. The rack			



Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	shall lower a portable tank from the stored position to provide a safe and convenient height for unloading and loading.			
29.10	The rack shall be hydraulically operated by two (2) durable high cycle 12-volt actuators and a controlled two-pole switch located at the pump module area. The control switch location shall allow the operator to monitor operations, monitor positioning of apparatus mounted equipment in the storage racks travel path and ground personnel while lowering and raising the rack.			
29.11	The storage rack shall be self-locking in any position during operation. A visual signal shall be provided to indicate when the storage rack is in motion by two (2) yellow flashing lights installed one (1) on each side of the rack.			
29.12	The rack shall also be wired through the door ajar indicator light located in the cab to alert the driver that the rack is not stowed if the parking brake is released.			
29.13	The storage rack shall be capable of storing supplied portable tank and any other equipment fastened to assembly.			
29.14	The rack should be located to the officer side on compartment top of the body and shall be capable of storing a 2, 1800 gallon aluminum frame tank. One portable tank to be provided.			
29.15	<b>Portable Tank Rack Cover</b> The Zico or equivalent power drop-down rack shall have a diamond plate cover(s) provided or finished in body color. The cover shall wrap over the top of the tank and along the outboard side between the outboard rack assemblies and be sturdy and rigid.			
	<b>HANDRAILS / STEPS</b>			
30.1	Hand rails shall be installed (as applicable) in compliance with current NFPA standards.			
30.2	A ladder shall be provided to access the upper hose bed mounted on the driver side of the vehicle but to not interfere with the swivel dump.			
30.3	<b>Intermediate Rear Step</b> One (1) intermediate rear step should be provided above the rear Newton dump.			
	<b>MISCELLANEOUS BODY OPTIONS</b>			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
31.0	<b>Mud Flaps</b> Black mud flaps will be provided for the body wheel wells.			
31.1	<b>Hose Bed</b> The area above the booster tank shall have a hose storage area provided with a top surface that shall prevent the accumulation of water and allow for ventilation of wet hose.			
31.2	The hose bed design shall incorporate adjustable tracks in the forward area and the rearward area of the hose bed for the installation of an adjustable divider(s). The adjustable tracks shall hold an adjustable divider(s) that easily adjustable.			
31.3	The hose bed shall be easily removable to allow access to the booster tank below.			
31.4	<b>Hose Bed Divider [Qty: 2]</b> There shall be a hose bed divider provided the full fore-aft length of the hose bed.			
31.5	The divider shall be adjustable from side to side in the hose bed to accommodate varying hose loads.			
31.6	<b>Floor Matting</b> This unit shall have all applicable compartment floors, shelves, and trays covered with a heavy-duty turtle tile type black floor matting.			
31.7	<b>Rub Rail</b> The pump area module(s) and body should have rub rails mounted along the sides and at the rear.			
31.8	The rub rail should be C-channel in design and shall extend beyond the body width to protect compartment doors and the body side. The rub rail depth should allow marker and/or warning lights to be recessed inside for protection. The rub rail should also include non-slip areas on top surfaces at pump panels and rear tailboard sections.			
31.9	<b>Body Wheel Well</b> The body wheel well frame should be constructed to facilitate fender liners. The liners should be bolt-on and should provide a maintenance-free and damage-resistant surface. Outside the wheel wells should have a trim of stainless or some type of finishing material.			
	<b>PUMPS</b>			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
32.0	<b>Pump Rating 250-300 GPM</b>			
32.1	<b>Fire Pump System (HALE) or Waterous</b> To be installed in front drivers side compartment for pump and roll capabilities for grass and field fires.			
32.19	<b>Pumping Mode</b> An interlock system will be provided to ensure the pump drive system components are properly engaged so that the apparatus can be safely operated.			
	<b>INTAKES</b>			
34.0	<b>Left Intake 2.5 Valve</b> One (1) 2-1/2" suction inlet with a manually operated 2-1/2" valve should be provided.			
34.5	All fabricated piping should be stainless steel for superior corrosion resistance, and decreased friction loss.			
	<b>DISCHARGES AND PRECONNECTS</b>			
36.0	<b>Front Jump Line 1.5 Valve and Turret</b> One (1) 1-1/2" preconnected outlet with a manually operated valve should be supplied to the extended front bumper. The pre-connect should consist of a 2" heavy duty hose coming from the pump discharge manifold to the officer's side to a mount for listed turret. This turret will be controllable from the inside of the vehicle.			
36.1	One (1) 1-1/2" preconnected outlet with a manually operated valve. The pre-connect shall consist of a 2" heavy duty hose coming from the pump discharge manifold to a swivel inside the compartment to allow easy connection to the hose.			
36.2	List Valve type and manufacturer.			
36.3	The valve should be a swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.			
36.4	An air blow-out valve shall be installed between the chassis air reservoir and the front jump line. The control should be installed on the pump operator's panel.			
36.5	The discharge shall be supplied with an automatic 3/4" drain valve assembly. The automatic drain			

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		Yes	No	Alternative Offered
	should have an all-brass body with stainless steel check assembly. The drain shall normally be open and automatically close when the pressure is greater than 6 psi.			
36.6	The valve control should be located at the pump operator panel and shall visually indicate the position of the valve at all times.			
36.7	All fabricated piping should be stainless steel for superior corrosion resistance and decreased friction loss.			
36.9	<b>1.5 Single pre-connect Valve [Qty: 1]</b> One (1) single pre-connect discharge should be provided at the front area of the body. The cross-lay should include one (1) 2" brass swivel with a 1-1/2" hose connection to permit the use of hose from either side of the apparatus.			
36.10	List Valve type and manufacturer.			
36.11	The valve should be of the swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.			
36.12	The valve control should be located at the pump operator's panel and shall visually indicate the position of the valve at all times.			
36.13	All fabricated piping should be stainless steel for superior corrosion resistance and decreased friction loss.			
36.16	List Valve type and manufacturer.			
36.36	List Valve type and manufacturer.			
36.37	The valve should be a swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.			
36.39	All fabricated piping should be stainless steel for superior corrosion resistance and decreased friction loss.			
<b>DISCHARGE OPTIONS</b>				
37.0	<b>Thread Type CSA Ontario</b> Thread type provided shall be NPSH threads on all 1.5" discharges and CSA Ontario threads on all			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	2.5" inlets and discharges as an integral part of the valve.			
37.3	<b>Discharge/Intake Bezel</b> Innovative Controls or equivalent intake and/or discharge swing handle bezels shall be installed to the apparatus with mounting bolts. These bezel assemblies will be used to identify intake and/or discharge ports with color and verbiage. These bezels are designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The specified assemblies feature a chrome-plated panel-mount bezel with durable UV resistant polycarbonate inserts. These UV resistant polycarbonate graphic inserts shall be sub-surface screen printed to eliminate the possibility of wear and protect the inks from fading. All insert labels shall be backed with adhesive (200MP), which meets UL969 and NFPA standards.			
	<b>PRESSURE GOVERNORS</b>			
39.0				
39.1	A polished chrome-plated stainless-steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauges shall be installed into decorative chrome-plated mounting bezels that incorporate valve-identifying verbiage and/or color labels. The gauges shall display a range from 0-2750KPA/0-400PSI with black graphics on a white background.			
	<b>WATER LEVEL GUAGE</b>			
40.0	<b>IC Soft-Glo Tank Level Monitor System</b> Innovative Controls Soft-Glo Series Tank Level Monitors shall be installed. The system shall be CAN Bus- capable and include a variety of electronic display modules and CAN extension cables. The display modules are divided into distinct sections that show the volume of in the tank using multi-color and programmable super bright LEDs. Tank level indication is enhanced by the use 180° wide-angle diffusion lenses in front of the LEDs. The LEDS are diffused by a proprietary method that creates an illumination effect that			

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		Yes	No	Alternative Offered
	remains bright but eliminates the typical irritation to an operator's eyes traditionally caused by bright LEDs.			
40.2	<b>Mini In-Cab Dash-Mounted Display</b> Innovative Controls Soft-Glo Mini Dash Tank Level Display(s) shall be installed in the cab. The display(s) shall show the volume in the tank on 4 distinct illuminated levels. Tank level indication is enhanced by the use 180° wide-angle diffusion lenses in front of the LEDs. The LEDS are diffused by a proprietary method that creates an illumination effect that remains bright but eliminates the typical irritation to an operator's eyes traditionally caused by bright LEDs.			
40.3	<b>Mini Monster Strip Light Display</b> Innovative Controls Soft-Glo Mini Monster Strip Light Display(s) shall be installed. The display(s) shall show the volume in the tank on 4 distinct illuminated levels. Tank level indication is enhanced by the use 180° wide-angle diffusion lenses in front of the LEDs. The LEDS are diffused by a proprietary method that creates an illumination effect that remains bright but eliminates the typical irritation to an operator's eyes traditionally caused by bright LEDs. The display shall mimic the main pump panel mounted display via CAN Bus. The display(s) can be labelled with blue labels for a water tank, green labels for a Class A foam tank, and yellow labels for a Class B foam tank. Generic black labels are also available. Product trim bezels are available in black or chrome. Location of mini monster strip light display shall be: rear of apparatus determined at pre-build meeting			
40.4	The system shall be controlled by an Innovative Control tank level driver module that is integral of the NFPA required pump panel mounted tank level light assembly.			
40.5	The additional tank level system shall be interlocked through the parking brake assembly so as not to be on while the vehicle is in motion.			
40.6	The remote strip light shall be arranged as follows:  Full Green  3/4 Blue			

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		Yes	No	Alternative Offered
	1/2 Amber 1/4 Red			
	<b>ELECTRICAL SYSTEMS</b>			
<b>41.0</b>	<b>Vehicle Data Recorder</b> A vehicle data recorder system shall be provided to comply with current NFPA 1901 edition. The following data shall be monitored: <ul style="list-style-type: none"> <li>• Vehicle speed MPH</li> <li>• Acceleration (from speedometer) MPH/Sec.</li> <li>• Deceleration (from speedometer) MPH/Sec.</li> <li>• Engine speed RPM</li> <li>• Engine throttle position % of full throttle</li> <li>• ABS Event On/Off</li> <li>• Seat occupied status Occupied Yes/No by position</li> <li>• Seat belt status Buckled Yes/No by position</li> <li>• Master Optical Warning Device Switch On/Off</li> <li>• Time 24-hour time</li> <li>• Date Year/Month/Day</li> </ul>			
<b>41.1</b>	<b>Occupant Detection System</b> There shall be a visual and audible warning system installed in the cab that indicates the occupant buckle status of all cab seating positions that are designed to be occupied during vehicle movement.			
<b>41.2</b>	The audible warning shall activate when the vehicle's park brake is released and a seat position is not in a valid state. A valid state is defined as a seat that is unoccupied and the seat belt is unbuckled, or one that has the seat belt buckled after the seat has been occupied.			
<b>41.3</b>	The visual warning shall consist of a graphical display that will continuously indicate the validity of each seat position.			
<b>41.4</b>	The system shall include a display panel with LED back-lit ISO indicators for each seating position, seat sensor and safety belt latch switch for each cab seating position, audible alarm and braided wiring harness.			

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		Yes	No	Alternative Offered
41.5	The display panel shall be located: If not factory mounted to be determined at pre-build meeting.			
41.6	<b>Electrical System</b> The apparatus shall incorporate a Weldon V-MUX or equivalent multiplex 12-volt electrical system. The system shall have the capability of delivering multiple signals via a CAN bus. The electrical system installed by the apparatus manufacturer shall conform to current SAE standards, the latest FMVSS standards, and the requirements of the applicable NFPA 1901 standards.			
41.7	The electrical system shall be pre-wired for optional computer modem accessibility to allow service personnel to easily plug in a modem to allow remote diagnostics.			
41.8	The electrical circuits shall be provided with low voltage over-current protective devices. Such devices shall be accessible and located in required terminal connection locations or weather-resistant enclosures. The over-current protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.			
41.9	Any electrical junction or terminal boxes shall be weather-resistant and located away from water spray conditions.			
41.10	<b>Multiplex System</b> For superior system integrity, the networked multiplex system shall meet the following minimum component requirements: <ul style="list-style-type: none"> <li>The network system must be Peer to Peer technology based on RS485 protocol. No one module shall hold the programming for other modules. One or two modules on a network referred to as Peer to Peer, while the rest of the network consists of a one master and several slaves is not considered Peer to Peer for this application.</li> </ul>			



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		Yes	No	Alternative Offered
	<ul style="list-style-type: none"> <li>Modules shall be IP67 rated to handle the extreme operating environment found in the fire service industry.</li> <li>All modules shall be solid state circuitry utilizing MOS-FET technology and utilize Deutsch series input/output connectors or equivalent.</li> <li>Each module that controls a device shall hold its own configuration program.</li> <li>Each module should be able to function as a standalone module. No “add-on” module will be acceptable to achieve this form of operation.</li> <li>Load shedding power management</li> <li>Switch input capability for chassis functions.</li> <li>Responsible for lighting device activation.</li> <li>Self-contained diagnostic indicators.</li> <li>Wire harness needed to interface electrical devices with multiplex modules.</li> <li>The grounds from each device should return to main ground trunk in each sub harness by the use of ultrasonic splices.</li> </ul>			
	<b>Wiring</b> All harnessing, wiring and connectors shall be manufactured to the following standards/guidelines or equivalent. <ul style="list-style-type: none"> <li>NFPA 1901-Standard for Automotive Fire Apparatus</li> <li>SAE J1127 and J1127</li> <li>IPC/WHMA-A-620 – Requirements and Acceptance for Cable and Wire Harness Assemblies. (Class 3 – High Performance Electronic Product)</li> </ul>			
41.11	All wiring shall be copper or copper alloys of a gauge rated to carry 125% of the maximum current for which the circuit is protected. Insulated wire and cable 8 gauge and smaller shall be SXL, GXL, or TXL per SAE J1128. Conductors 6 gauge and larger shall be SXL or SGT per SAE J1127.			
41.12	All wiring shall be colored coded and imprinted with the circuits function.			

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41.13	A coil of wire shall be provided behind electrical appliances to allow them to be pulled away from mounting area for inspection and service work.			
41.14	<b>Wiring Protection</b> The overall covering of the conductors shall be loom or braid.			
41.15	Braid style wiring covers shall be constructed using a woven PVC-coated nylon multifilament braiding yarn. The yarn shall have a diameter of no less than .04" and a tensile strength of 22 lbs. The yarn shall have a service temperature rating of -65 F to 194 F. The braid shall consist of 24 strands of yarn with 21 black and 3 yellow. The yellow shall be oriented the same and be next to each other.			
41.16	Wiring loom shall be flame retardant black nylon. The loom shall have a service temperature of -40 F to 300 F and be secured to the wire bundle with adhesive-backed vinyl tape.			
41.17	<b>Wiring Connectors</b> All connectors shall be Deutsch series or equivalent unless a different series of connector is needed to mate to a supplier's component. The connectors and terminals shall be assembled per the connector/terminal manufacturer's specification. Crimble/Solderless terminals shall be acceptable.			
41.18	<b>Fast Idle System</b> A fast-idle system shall be provided and controlled by a switch accessible by the driver. The system shall increase engine idle speed to a preset RPM for increased alternator output.			
41.19	<b>NFPA Required Testing of Electrical System</b> The apparatus shall be electrical tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 1901. The following minimum testing shall be completed by the apparatus manufacturer:  1. Reserve capacity test: The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and			

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	<p>the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test fail.</p> <p>2. Alternator performance test at idle: The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.</p> <p>3. Alternator performance test at full load: The total continuous electrical load shall be activated with the engine running up to the engine manufacturer`s governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded by excessive battery discharge, as detected by the system required in NFPA 1901 Standard, or a system voltage of less than 11.7 volts DC for a 12-volt nominal system, for more than 120 seconds, shall be considered a test failure.</p> <p>4. Low voltage alarm test: Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts DC for a 12-volt nominal system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.</p>			
41.20	<p><b>NFPA Required Documentation</b></p> <p>The following documentation shall be provided on</p>			

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	delivery of the apparatus: A. Documentation of the electrical system performance tests required above. B. A written load analysis, including: a. The nameplate rating of the alternator. b. The alternator rating under the conditions. c. Each specified component loads. d. Individual intermittent loads.			
41.21	<b>Multiplex Display</b> The V-MUX or equivalent multiplex electrical system shall include a text display.			
41.22	The manufacturer will describe the features controlled and operate from the display			
41.23	The display shall be located in cab and location finalized on prebuild meeting.			
41.24	<b>Electrical Connection Protection</b> The vehicle electrical system shall be made more robust by the application of a corrosion inhibiting spray coating on all exposed electrical connections on the chassis and body.			
41.25	The coating shall use nanotechnology to penetrate at the molecular level into uneven surfaces to create a protective water repellant film. The coating shall protect electrical connections against the environmental conditions apparatus is commonly exposed to.			
	<b>LIGHT BARS</b>			
42.0	<b>Front Light Bar Color(s)</b> The front light bar shall be provided with the following color LED modules: RED/BLUE with CLEAR lenses			
42.1	<b>Light Bar</b> A Whelen Freedom IV Series 60" LED light bar model F4X0 with eight (8) LED modules shall be provided; two (2) front corner mounted LED modules, four (4) forward facing LED modules and two (2) side facing LED modules (with front vista windows) or two (2) rear corner LED modules (without front vista windows).			
42.2	No rear facing LEDs.			

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42.3	The white LEDs (if equipped) shall be switched off in blocking right of way mode.			
42.4	The light bar shall be installed centered on the front cab roof.			
	<b>WARNING LIGHTS</b>			
43.0	<b>Upper Rear Warning Lights</b> Two (2) Whelen model L31H or equivalent			
43.1	Super LED beacons with Red/Blue domes shall be supplied.			
43.2	The lights shall be located rear upper body on aerial style brackets to meet Zone C upper requirements			
43.3	<b>Hazard (Door Ajar) Light</b> There shall be a 2" red LED hazard light installed as specified or added to V-Mux warning screen.			
43.4	The light shall be located center console			
43.5	<b>Warning Lights</b> Two (2) Whelen ION-T Series model TLI or equivalent Super LED light heads shall be provided. The lights shall be (1) Red and (1) Blue with clear lenses. The lights shall include chrome flanges where applicable.			
43.6	Location: (1) each side NFPA/ULC required lower zone rear side facing.			
43.7	<b>Warning Lights</b> Two (2) Whelen M6 series Linear or equivalent Super LED (1) Red, (1) Blue with colored lenses, (1) Red, (1) Blue with colored lenses, (1) Red, (1) Blue with colored lenses, (1) Red, (1) Blue with colored lenses shall be provided. The rectangular lights shall include chrome flanges where applicable.			
43.8	Location: (1) each side NFPA/ULC required lower zone front facing, (1) each side NFPA/ULC required lower zone forward side facing, (1) each side NFPA/ULC required lower zone midship side facing, (1) each side NFPA/ULC required lower zone rear facing.			
	<b>DIRECTIONAL LIGHT BARS</b>			
44.0	<b>Recessed Box for Directional Light Bar</b> It is preferred a smooth plate sanded box should be			

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	provided at the rear of the body for recess mounting of a directional light bar. The recess shall reduce the opening height of the rear compartment(s) (if applicable). If external mounted protection from damage should be provided.			
44.1	<b>Directional Light Bar Control Location</b> The directional light bar control head shall be located in the center console or included with V-Mux controls.			
44.2	<b>Directional Traffic Warning Light</b> One (1) Whelen model TAD8 LED Dominator™ Traffic Advisor™ or equivalent with amber lenses shall be provided. The light bar should include eight (8) TIR3™ Super-LED® lamps.			
44.3	The directional bar should include a TADCTL1 or equivalent control head. The control head shall include a remote flash control and end lamp enable/disable feature.			
44.4	The light shall be installed at rear of body to direct traffic around the apparatus.			
	<b>SIRENS</b>			
45.0	<b>Electronic Siren</b> A Whelen or equivalent electronic siren shall be installed in the cab. The siren amplifier and control panel module shall include a rotary selector for six (6) functions, on/off switch, air horn tones, and noise canceling microphone.			
45.1	<b>Mechanical Siren</b> A chrome plated and pedestal mounted Federal Q2B-P coaster siren shall be installed on top of the front bumper extension. An electric siren brake switch shall be located in the cab accessible to the driver.			
45.2	The siren shall be located driver side front bumper or inside bumper if bumper is 90 degrees to front of apparatus.			
45.3	<b>Electronic Siren Control Location</b> The electronic siren control shall be located in the center console.			
	<b>SPEAKERS</b>			

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46.0	<b>Siren Speaker</b> One (1) Federal Signal model ES100 Dynamax 100-watt speaker or equivalent shall be flush mounted as far forward and as low as possible in the front bumper of the apparatus. A polished grille shall be provided on the outside of the speaker to prevent road debris from entering the speaker.			
46.1	The speaker shall produce a minimum sound output of 120 dB at 10 feet to meet current NFPA 1901 requirements.			
46.2	The speaker shall be located in front bumper.			
	<b>DOT LIGHTING</b>			
47.0	<b>License Plate Light</b> One (1) Truck-Lite model 15905 or equivalent white LED license plate light mounted in a Truck-Lite model 15732 or equivalent chrome plated plastic license plate housing shall be mounted at the rear of the body.			
47.1	<b>Tail Lights</b> Three (3) Whelen 600 series LED (Light Emitting Diode) lights or equivalent shall be installed in a chrome ABS housing in a vertical position, each side at the rear of the body and wired with weatherproof connectors.			
47.2	Light functions shall be as follows: <ul style="list-style-type: none"> <li>• One (1) model 604BTT LED red running light with red brake light in upper position.</li> <li>• One (1) model 604T LED amber turn signal in middle position.</li> <li>• One (1) model 604BU LED clear back-up light in lower position.</li> </ul>			
47.3	A one-piece chrome ABS trim housing shall be mounted around the three (3) individual lights in a vertical position.			
47.4	<b>License Plate Bracket</b> There shall be bracket fabricated from aluminum smooth plate sanded, secured to rear of the body to accommodate a license plate.			
47.5	<b>Body Marker Lights</b> TecNiq 3/4" LED or equivalent grommet clearance lights shall be installed as required.			

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47.6	Upper Body: <ul style="list-style-type: none"> <li>One (1) red LED clearance light each side at rear of body, facing rear.</li> </ul>			
47.7	Lower Body: <ul style="list-style-type: none"> <li>Three (3) red LED clearance lights centered at rear.</li> <li>One (1) red LED clearance light side facing at the trailing edge on either side of the apparatus body.</li> <li>One (1) amber LED clearance light side facing at front of body (or pump module as applicable).</li> <li>One (1) amber LED auxiliary turn light side facing at front of body (or pump module as applicable).</li> </ul>			
47.8	<b>Turn Signal Flash Pattern</b> The forward (if applicable) and rear turn signals shall have a populated arrow flash pattern.			
<b>LIGHTS - COMPARTMENT, STEP &amp; GROUND</b>				
48.0	<b>Ground Lights</b> The apparatus shall be equipped with a sufficient quantity of lights to properly illuminate the ground areas around the apparatus in accordance with current NFPA requirements. The lights shall be TecNiq model T440 4" circular LED (or equivalent with clear lenses mounted in a resilient shock absorbent mount for improved bulb life. The wiring connections shall be made with a weather resistant plug in style connector.			
48.1	Ground area lights shall be switched from the cab dash with the work light switch or controlled with V-Mux head.			
48.2	One (1) ground light shall be supplied under each side of the front bumper extension if equipped.			
48.3	Lights in areas under the driver and crew area exits shall be activated automatically when the exit doors are opened and when switched on with other ground lighting			
48.4	<b>Compartment Light Package</b> Two (2) TecNiq E45 LED or equivalent compartment light strip should be mounted in each body compartment.			



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48.5	Each light bar shall include super bright white LEDs mounted to circuit boards encapsulated in an aluminum extrusion using Tec Seal with TPE sealed end caps. The lights shall produce approx. 600 lumens per foot and should be provided with a limited lifetime warranty.			
48.6	Compartment lights shall be wired to a master on/off switch located in the cab or V-mux head.			
48.7	The wiring connection for the compartment lights shall be made with a weather-resistant plug in style connector. A single water and corrosion-resistant switch with a polycarbonate actuator and sealed contacts shall control each compartment light. The switch should allow the light to illuminate if the compartment door is open.			
	<b>LIGHTS - DECK AND SCENE</b>			
49.0	<b>Rear Work Lights</b> Two (2) FireTech LED lights model FT-WL-X-9-F-W or equivalent shall be installed. The lights shall be switched with work light switch in the cab.			
	Location: (1) each side of body rear facing up high.			
	<b>Scene Lights</b> Two (2) FireTech LED lights model FT-WL-X-9-F-W or equivalent shall be installed. Includes switch accessible to driver (driver and officer side lights switched separately or controlled with V-Mux head.			
49.8	Location: (1) each side of body on forward upper body corners (1) each side of body on rearward upper body corners.			
	<b>LIGHTS - NON-WARNING</b>			
50.0	<b>Pump Compartment LED Light</b> An LED light shall be provided in the compartment area for NFPA compliance. The light shall be wired to operate with the work light switch in the cab controlled with V-Mux head.			
50.1	<b>LED Pump Panel Light Package</b> Three (3) TecNiq model E10 or equivalent LED lights shall be mounted under a light shield directly above each side pump panel. The work light switch in the cab shall activate the lights when the park brake is set.			

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	CONTROLS / SWITCHES				
51.0	<b>Foot Switch Bracket [Qty: 2]</b> A bracket should be provided for a foot switch. The bracket should position the switch at a 30-degree angle from the floor.				
51.1	<b>Foot Switch [Qty: 2]</b> A heavy-duty metal floor mounted foot switch shall be installed to operate the Q2B siren. It shall be located driver's side, officer's side.				
	CAMERAS / INTERCOM				
52.0	<b>Back-Up Camera</b> A Safety Vision back-up camera model SV-625B-Kit with a color monitor model SV-CLCD70BA or equivalent shall be installed. The monitor shall be installed at the front of the cab visible at night and in bright sunlight to the driver. The camera shall be mounted up high at the rear of the vehicle to provide a wide-angle rear view with audio.				
52.1	<b>Camera Shield</b> A protective shield shall be provided for the top and sides of a camera. The shield shall be designed not to impede in the operational envelope of the camera.				
52.2	<b>Back-Up Camera Monitor Location</b> The back-up camera monitor shall be located in cab to be determined at prebuild meeting				
	MISCELLANEOUS ELECTRICAL				
53.0	<b>Back-Up Alarm</b> An electronic back-up alarm shall be supplied. The 97-dB alarm shall be wired into the chassis back-up lights to signal when the vehicle is in reverse gear.				
53.1	<b>12 Volt DC Power Distribution Module</b> A Blue Sea model 5032 12 place or equivalent, split bus fuse block with ground, 12-volt DC power distribution module should be provided. The module should provide two isolated groups of six circuits, and shall be wired through switched hot and battery hot, and include a battery ground.				
53.2	Location: center console.				

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	LIGHTS - AREA				
54.0	<b>Cab Brow Light</b> One (1) FireTech 12V LED model FT-B-46-W 46" white housing or equivalent forward-facing brow light shall be provided on a commercial cab. The light shall be located below the light bar on fabricated high light bar mounts. Fabricated mounts to replace any standard light bar brackets (if equipped). The light shall feature 36 LEDs` producing 12,420 usable lumens. The 180W 12V light shall draw 15 amps. Switch(s) shall be provided, accessible to driver, for activation of light.				
54.1	Manufacturer can provide this as an option priced additionally.				
	GROUND LADDERS				
55.0	<b>DUO-SAFETY EXTENSION LADDER</b>				
	MISCELLANEOUS LOOSE EQUIPMENT				
57.0	<b>Wheel Chocks</b> Two (2) Zico model SAC-44-E folding wheel chocks for up to 44" diameter tires shall be supplied and located per the customer. The SQCH-44-H horizontal holders and pair of chocks require a minimum storage area of 6" high, 10-1/2" wide and 22-3/8" deep. Mounting location to be determined at prebuild meeting.				
57.1	<b>DOT Required Drive Away Kit</b> Three (3) triangular warning reflectors with carrying case shall be supplied to satisfy the DOT requirement.				
	EXTERIOR PAINT				
58.0	<b>Paint Body Large</b> The apparatus body shall be painted body color as specified. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State or Provincial EPA rules and regulations.				

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58.1	The aluminum body exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces of the body.			
58.2	List paint processes and paint used on body of apparatus.			
58.3	Any location where aluminum is penetrated after painting, for the purpose of mounting steps, hand rails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control) or equivalent. The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, hand rails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.			
58.4	<b>Paint Commercial Cab</b> The commercial cab shall be painted the color(s) as specified by the customer.			
	<b>LETTERING</b>			
59.0	<b>Reflective Letter [Qty: 60]</b> Reflective letters up to 12" tall shall be applied. The exact size, color and location of the letters shall be as specified by the customer.			
59.1	<b>Lettering Shade and/or Outline [Qty: 60]</b> Existing letters shall be shaded and/or outlined as specified by the customer to provide a contrast.			
	<b>STRIPING</b>			
60.0	<b>Reflective Stripe in Rub-rail</b> The reflective stripe in the body rub-rail shall be blue.			
60.1	<b>CAB AND BODY STRIPE</b> A single Scotchlite stripe, up to 8 inches in width shall be installed on the cab and body. The stripe shall have a hockey style, Z or S style or any other customer specific design style.			
60.2	The stripe shall be NFPA compliant and the size, color and location shall be as specified by the customer.			

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60.3	<b>CAB AND BODY STRIPE [Qty: 2]</b> An additional Scotchlite stripe, up to 3 inches in width shall be installed on the cab and body. The stripe shall be NFPA compliant and the design, size, color and location shall be as specified by the customer.			
60.4	<b>Rear Body Reflective Striping</b> Chevron style Reflexite V98 striping shall be provided on the rear of the apparatus. The stripes shall consist of 6" Red/Fluorescent Yellow Green alternating stripes in an "A" pattern. The striping shall be located on the rear facing surfaces.			
	<b>GRAPHICS</b>			
61.0	<b>Logo [Qty: 2]</b> Customer department logos for doors. Logo to be installed and referenced in graphics layout drawing.			
61.1	<b>Graphics Drawing</b> A graphics drawing shall be provided for the apparatus. The drawing shall include striping, lettering and logos meeting NFPA guidelines. The drawing shall be presented for review and approval by the end user prior to application of the graphics.			
	<b>WARRANTY / STANDARD &amp; EXTENDED</b>			
62.0	<b>General Warranty</b> Purchaser shall receive a General Warranty. Manufacturer is to provide written warranty details.			
62.1	<b>Body Structural (Aluminum) Warranty</b> Purchaser shall receive a Body Structure warranty			
62.2	<b>Plumbing and Piping (Stainless Steel) Warranty</b> Purchaser shall receive a Plumbing and Piping warranty.			
62.3	<b>Electrical Warranty</b> Purchaser shall receive an Electrical warranty.			
62.4	<b>Paint and Finish Warranty</b> Purchaser shall receive a Paint and Finish warranty.			
62.5	<b>Attached Items Warranty</b> Manufacturer should provide notice of other warranties. E.g. lights, pumps, accessories			
	<b>SUPPORT, DELIVERY, INSPECTIONS AND MANUALS</b>			

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63.0	<b>Pump Panel Approval Drawing</b> A detailed approval drawing of the pump panel(s) shall be provided. The drawing shall be provided on a purchased unit prior to the construction process.			
63.1	<b>Approval Drawings</b> A general arrangement drawing depicting the vehicles appearance shall be provided. The drawing shall consist of left side, right side, front, and rear elevation views.			
63.2	Vehicles requiring pump controls should include a general arrangement view of the pump operator's position, scaled the same as the elevation views.			
63.3	<b>Electronic Manuals</b> Two (2) copies of all operator, service, and parts manuals MUST be supplied at the time of delivery in digital format - The electronic manuals shall include the following information: <ul style="list-style-type: none"> <li>• Operating Instructions, descriptions, specifications, and ratings of the cab, chassis, body, installed components, and auxiliary systems.</li> <li>• Warnings and cautions pertaining to the operation and maintenance of the fire apparatus and firefighting systems.</li> <li>• Charts, tables, checklists, and illustrations relating to lubrication, cleaning, troubleshooting, diagnostics, and inspections.</li> <li>• Instructions regarding the frequency and procedure for recommended maintenance.</li> <li>• Maintenance instructions for the repair and replacement of installed components.</li> <li>• Parts listing with descriptions and illustrations for identification.</li> <li>• Warranty descriptions and coverage.</li> </ul>			
63.4	The electronic document must be formatted in such a manner as to allow not only the printing of the entire manual, but to also the cutting, pasting, or copying of individual documents to other electronic media, such as electronic mail, memos, and the like.			
63.5	These electronic manuals shall be accessible from any computer operating system capable of supporting portable document format (PDF).			

Section No.	SPECIFICATIONS	Conforms		
		Yes	No	Alternative Offered
	Permanent copies of all pertinent data shall be kept file at both the local dealership and at the manufacturer`s location.			
63.6	<b>Fire Apparatus Safety Guide</b> Fire Apparatus Safety Guide published by FAMA, latest edition. This safety manual is intended to point out some of the basic safety situations that may be encountered during the normal operation and maintenance of a fire apparatus and to suggest possible ways of dealing with these situations. This manual is NOT a substitute for the manufacturer fire apparatus operator and maintenance manuals or commercial chassis manufacturer`s operator and maintenance manuals.			

## ***SCHEDULE "B"***

### **RFT# 11-2023 RESPONSE FORM (ACKNOWLEDGEMENT)**

#### **FOR THE SUPPLY OF A FIRE TANKER TRUCK**

1. I/We have read and understand the Township's RFT #11-2023, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.
2. I/We, the undersigned, herewith agree to provide all necessary labour, materials, equipment and services for the execution and completion of the fire tanker truck Project in accordance with the required specifications issued by the Township and in accordance with *Schedule "A"* attached hereto, at the attached prices excluding all applicable taxes, HST, custom duties and excise taxes, contingency amount with respect to the Contract in accordance with all terms and conditions of the Tender.
3. I/We, the undersigned, herewith agree to furnish a FIVE THOUSAND DOLLAR (\$5,000.00) Performance Bond as set out in section 12 of this RFT in a form set out in *Schedule "C"* in the event the Council, in its discretion, passes a resolution and by-law of Council approving a Contract in relation to my Bid submission.
4. I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.
5. I/We have attached a written response setting out our experience in accordance with section 2.8(3) of this RFT.

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

HST # \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_



## ***SCHEDULE "C"***

### **AGREEMENT TO BOND (Performance Bond)**

We, the undersigned, hereby agree to become bound as Surety for:

\_\_\_\_\_in a Performance,

Bond totaling FIVE THOUSAND DOLLARS (\$5,000.00) for the delivery of the required fire tanker truck securing the performance on the Project identified in Request for Tender #11-2023 in the event Township Council passes a resolution and by-law entering into a Contract with the Bidder.

\_\_\_\_\_

\_\_\_\_\_

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

(Company Seal)

\_\_\_\_\_  
*NAME OF BONDING COMPANY*

## ***SCHEDULE "D"***

### **PRICE SUBMISSION FORM**

Make and Model Number:	
Model Year:	
Delivery Date F.O.B to Firehall once Purchase Agreement Finalized:	

One (1) New Tanker Net Price (excluding HST):	\$	A
HST	\$	B

#### **TOTAL BID AMOUNT (CANADIAN FUNDS)**

TOTAL BID PRICE (A + B)	\$
-------------------------	----

I/We offer at the total Proposal price of

\$ \_\_\_\_\_/100 Canadian Dollars to supply the fire tanker truck identified above at the terms and conditions specified in the RFT documents.

The Bidder hereby agrees to provide one (1) new fire tanker truck, as specified in the attached *Schedule "A"* documentation, acknowledges full compliance with the terms and conditions outlined in the Township's RFT. The Bidder further acknowledges that the Township shall have sole discretion in assessing the adequacy and selection of the equipment, taking into account the Township's specific needs and budgetary considerations.

The proposed delivery date for the fire tanker truck is approximately on or before August 1, 2024. The Bidder commits to furnish the Township with a comprehensive schedule delineating key milestones to monitor the fire tanker truck's progress, ensuring its punctual delivery.

#### **PRICE NOTE:**

1. Complete Manufacturers literature and specification sheets shall accompany each quotation.
2. These specification sheets should be completed and returned with the bid form.
3. The noted price is inclusive of all applicable taxes (including, but not limited to, Tire and Air Conditioning Tax).
4. The noted price includes all transportation and handling charges.
5. The noted price covers all licensing and transfer charges.
6. Prices must be in Canadian (CAD) dollars.
7. Please note that once a price is submitted, **there will be no further opportunity to amend it.** All submitted prices are final and will be evaluated based on the initial submission.

Signature of Bidder: \_\_\_\_\_  
*I/We have Authority to Bind the Corporation*

Date Signed: \_\_\_\_\_

## UPGRADES AND AVAILABLE OPTIONS

The items identified in this table will not be considered during the evaluation process.

**NOTE:** The Bidder has the option to include, at its discretion, any supplementary features, value-added services, or warranties that exceed the specified requirements for the fire tanker truck. These options are available for consideration and can be listed or attached separately. Should the Township proceed with a contract with a Bidder, contingent on Council passing a Resolution and By-law, the Township retains the right to engage in negotiations for and acquire any additional options outlined in this form below.

No.	Description	Unit Price (CAD)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$

**SCHEDULE “E”  
REFERENCES**

REFERENCES			
PROJECT	CONTACT NAME	CONTACT ADDRESS	TELEPHONE NUMBER

**Note:** *A minimum of three (3) references are required.*

## ***SCHEDULE "F"***

### **FORM OF POTENTIAL CONTRACT**

**THIS AGREEMENT** made in **duplicate** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN:** \_\_\_\_\_

(hereinafter, called the "**Contractor**")

THE FIRST PART

**-and-**

**THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE**

(hereinafter, called the "**Township**")

THE SECOND PART

(hereinafter, called the "**Parties**")

#### **WHEREAS:**

- A. The Township issued Request for Tender No. 11-2023, including any addenda, which is an integral part of and incorporated into this Agreement;
- B. The Township invited eligible fire tanker truck suppliers to participate in this Project for the procurement of one (1) fire tanker truck that complies with the specifications outlined in ***Schedule "A"*** of the RFT, attached hereto; and,
- C. The first party, by submitting its Fire Tanker Truck Bid Submission, which included a purchase price form with its RFT bid, commits to delivering one (1) fire tanker truck to the Township by August 1, 2024, in accordance with the specifications detailed in RFT #11-2023, which are hereby incorporated by reference into this Agreement. The Contractor also acknowledges and accepts that both the RFT and its submitted Bid are integral components and form part of this Agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each party to the other and for other good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

## **AGREEMENT TERMS AND CONDITIONS**

### **1. INCORPORATION OF RECITALS**

The above recitals are true and are hereby incorporated into this fire tanker truck purchase Agreement (hereafter, called the “Agreement” or “Contract”) by reference.

### **2. DEFINITIONS**

Unless otherwise specified, the definitions in the Request for Tender (RFT) will be included in and become a part of this Agreement. For the purposes of this Agreement, the additional terms are defined as follows:

- a) **“Contractor”** means the contractor awarded the fire tanker truck purchase as specified in this Agreement and RFT No.11-2023 by the Township’s Council.
- b) **“Contract Administrator”** means the Public Works Manager or their designated representative.
- c) **“Contract Documents”** means all documents, specifications, and terms contained in RFT No.11-2023, the Contractor’s Bid, any Addenda issued, and the terms and conditions of this Agreement.
- d) **“Council”** means the Council of the Corporation of the Township of Adelaide Metcalfe.
- e) **“Owner”** means the Corporation of the Township of Adelaide Metcalfe.
- f) **“Project”** means the supply of a fire tanker truck in accordance with RFT No.11-2023, as attached hereto.
- g) **“Specifications”** means the requirements and technical specifications of the fire tanker truck, as outlined in RFT #11-2023, which are in integral part of this Agreement.
- h) **“Successful Bidder”** means the contractor awarded the fire tanker truck purchase as specified in this Agreement and RFT No.11-2023, by the Township’s sole Council.
- i) **“Term”** means the period during which the Township shall award a contract to the Successful Bidder for the supply of a single fire tanker truck, as outlined in this Agreement and RFT No.11-2023. The fire tanker truck must be delivered to the Township August 1, 2024.
- j) **“Township of Adelaide Metcalfe” or “Township”** means the Corporation of the Township of Adelaide Metcalfe.
- k) **“Work”** means the Contractor’s obligation to provide one (1) fire tanker truck to the Township in accordance with the mandatory requirements of RFT No.11-2023, any Addenda, and the terms and conditions of this Agreement.

### **3. PERFORMANCE OF WORK AND MANDATORY FIRE TANKER TRUCK PARTICULARS**

The Contractor represents and warrants its competence to perform the Work, possessing the necessary qualifications, knowledge, skills, and experience to provide the required fire tanker truck effectively, to the best of its ability. The Contractor must supply the one (1) fire tanker truck to the Township diligently and efficiently, ensuring the Work adheres to specified quality, materials, and workmanship standards, meeting all Agreement requirements. The Contractor commits to ensuring that the supplied fire tanker truck will, at a minimum, meet the requirements outlined in *Schedule ‘A’* of the attached RFT, which is incorporated into and forms an integral part of this Agreement.

#### **4. APPROVAL OF DESIGN DRAWINGS**

Prior to the scheduled delivery of the single fire tanker truck by August 1, 2024, the Contractor is required to obtain written approval from the Municipal Designate confirming the suitability of the proposed fire tanker truck. In the event that the Contractor is responsible for the design of the fire tanker truck, such designs must also receive written approval before any delivery can proceed. Even if the fire tanker truck does not require design but is simply to be delivered, the Township's written approval is still mandatory.

It is important to note that the Township shall not be obligated to provide any form of compensation to the Contractor for the fire tanker truck if the Municipal Designate does not grant written approval in advance.

#### **5. INITIAL FIRE TANKER TRUCK INSPECTION**

The Township shall purchase one (1) fire tanker truck, as described in the attached RFT, subject to inspection and acceptance at the sole and absolute discretion of the Township. In the event that the Township identifies any deficiencies during the inspection, it shall promptly communicate these issues in writing to the Contractor for resolution. The Contractor shall bear the cost of correcting such deficiencies at no expense to the Township. If the parties are unable to reach a mutually satisfactory resolution regarding the identified deficiencies, the Township reserves the right to decline acceptance of the fire tanker truck. Nevertheless, both parties shall make their best efforts to amicably resolve any outstanding issues.

#### **6. WARRANTY**

The Contractor represents and warrants that the fire tanker truck shall meet the following requirements:

- a) Proper quality, free from any defect in material and workmanship;
- b) Free of defects in title;
- c) Free from all defects in design;
- d) Suitable for the intended use as defined by the Township; and,
- e) In full conformity with all other requirements of this Agreement and RFT No.11-2023.

Notwithstanding any prior acceptance of the fire tanker truck, the Contractor is hereby obligated, at its own expense, to rectify or replace any fire tanker truck that exhibits defects or fails to adhere to the terms of the Agreement and/or the RFT#11-2023 specifications as a result of substandard manufacturing, materials, or workmanship.

The warranty period commences the day following the delivery and formal acceptance of the fire tanker truck and shall remain valid for a duration of twelve (12) months subsequent to the acceptance of the purchased fire tanker truck. This period may be extended up to the length of the Contractor's or the manufacturer's standard warranty, depending on which is longer. Furthermore, the Contractor is required to honour any and all warranty claims delineated in its Bid as per RFT# 11-2023, insofar as these warranties either exceed the minimal stipulations outlined in this section or provide supplementary coverage.

#### **7. FIRE TANKER TRUCK INSPECTION & DELIVERY**

- i. The Contractor commits to performing a commercial vehicle inspection on the commercial chassis before delivering the fire tanker truck to the Township. This inspection must be conducted within the province of the respective fire department,



regardless of the province or state where the final manufacturing takes place. The initial annual vehicle inspection is required to be carried out in Ontario.

- ii. The Contractor covenants and agrees to supply and deliver the purchased fire tanker truck as described herein and in the RFT within a commercially reasonable time after receiving an order from the Township, with delivery not exceeding the August 1, 2024, date. Upon delivery and at the Township's request, the Contractor will provide proof of automobile liability insurance.

## **8. SECURITY (Performance Bond)**

The Contractor is required to furnish a Performance Bond valued at FIVE THOUSAND DOLLARS (\$5,000.00) within ten (10) calendar days of executing this Agreement. The Township reserves the right to utilize this security in the event that any portion of the Work is not performed in accordance with the provisions of this Agreement. Upon the successful delivery and satisfaction of the fire tanker by the Township, the Performance Bond will be returned to the Contractor without any interest accrued.

## **9. INSURANCE**

The Contractor shall obtain and maintain Commercial General Liability insurance, which shall remain in effect until the warranty period expires. This insurance must be acceptable to the Township and carry coverage limits of no less than five million dollars (\$5,000,000.00) inclusive per occurrence, covering bodily injury, death, and property damage, including loss of use thereof. The insurance coverage shall not be subject to a deductible exceeding two thousand dollars (\$2,000.00). The Commercial General Liability insurance shall also include coverage for:

- i. Premises and operations liability
- ii. Products or completed operations liability
- iii. Blanket contractual liability
- iv. Cross liability
- v. Contingent employer's liability
- vi. Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction or wrongful entry
- vii. Liability with respect to non-owned licensed motor vehicles.
- viii. The Commercial General Liability insurance policies shall be in the name of the Contractor and shall name the Township as an additional insured thereunder.

## **10. INDEMNITY**

During the Warranty period pursuant to section 5 of this Agreement, the Contractor hereby releases, indemnifies and saves harmless the Township, and its employees, officers, councillors and/or agents from any and all claims demands, causes of action, losses, costs or damages of every nature and kind whatsoever which they may suffer, incur or be liable for, resulting from the performance of or the failure to perform the Work, provided such claims are:

- a) caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and
- b) attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property.

## **11. DEFAULT**

In the event of the Contractor's default in fulfilling any obligations under this Agreement, the

Township reserves the right, upon providing written notice to the Contractor, to terminate either the entire Agreement or any specific part of it. The termination may occur immediately or at the end of a specified cure period as outlined in the notice, provided the Contractor does not rectify the default to the satisfaction of the Township within that period.

If the Contractor becomes bankrupt, insolvent, makes an assignment for the benefit of creditors, is subject to a receiver's appointment or a receiving order, or is ordered to wind up, the Township may, upon notification to the Contractor, promptly terminate either the entire Agreement or any part of it.

Upon receiving notice as described in the preceding sections, the Contractor shall not be entitled to any additional payments beyond what is specified in this section. The Contractor will also be liable to the Township for any amounts, including milestone payments, previously disbursed by the Township, as well as any losses and damages resulting from the default or the event leading to the notice. This includes any additional costs incurred by the Township in securing the Work from an alternate source. The Contractor agrees to promptly reimburse the Township for any un-liquidated portion of an advance payment at the time of termination. This section does not alter any obligation of the Township under the law to mitigate damages.

## **12. DEFAULT AND TERMINATION**

In the event of the Contractor's default in fulfilling any obligations under this Agreement, the Township reserves the right, upon providing written notice to the Contractor, to terminate either the entire Agreement or any specific part of it. Termination may take effect immediately or at the end of a specified cure period, as outlined in the notice, provided the Contractor does not rectify the default to the satisfaction of the Township within that period.

If the Contractor becomes bankrupt, insolvent, makes an assignment for the benefit of creditors, is subject to a receiver's appointment, or a receiving order, or is ordered to wind up, the Township may, upon notifying the Contractor, promptly terminate either the entire Agreement or any part of it.

Upon receiving notice as described in the preceding sections, the Contractor shall not be entitled to any additional payments beyond what is specified in this section. The Contractor will also be liable to the Township for any amounts, including milestone payments, previously disbursed by the Township, as well as any losses and damages resulting from the default or the event leading to the notice. This includes any additional costs incurred by the Township in securing the Work from an alternate source. The Contractor agrees to promptly reimburse the Township for any un-liquidated portion of an advance payment at the time of termination. It's important to note that this section does not alter any obligation of the Township under the law to mitigate damages.

If both parties agree in writing to terminate the Agreement, then the Project will be terminated, and the Township will provide any compensation owed to the Contractor for the work at that time.

## **13. PAYMENT**

Notwithstanding any other provision of this Agreement, final payment to the Contractor by the Township shall be contingent upon the satisfactory completion and final inspection of the fire tanker truck. Upon delivery of the fire tanker truck to the designated location, the Township shall conduct a final inspection within ten (10) business days to verify compliance with all specifications and requirements as stipulated in *Schedule 'A'* of the RFT and this Agreement.

Upon successful completion of the final inspection and written confirmation from the Township's Administrator or other duly authorized representative that the fire tanker truck

meets or exceeds all contractual requirements, the Township will issue final payment. The Contractor agrees that it shall not be entitled to final payment until such confirmation of satisfactory completion is provided by the Township.

In the event that the fire tanker truck does not pass the final inspection due to non-compliance with the specified requirements or due to the presence of defects, the Contractor shall be notified in writing of the deficiencies. The Contractor shall have a period of thirty (30) days from the receipt of such notice to rectify all identified deficiencies at its own expense. Upon correction of the deficiencies, a re-inspection will be conducted. Final payment will only be issued upon successful re-inspection and written confirmation of compliance.

Final payment under this clause shall constitute full and complete compensation for the fire tanker truck, including all applicable taxes and fees. The Contractor acknowledges and agrees that the Township's right to withhold final payment as set forth in this clause is not a penalty, but rather is a reasonable measure to ensure the provision of a fire tanker truck that meets all contractual and regulatory requirements.

#### **14. INVOICES**

Invoices for monies due on this Agreement shall be delivered to the address shown on the face of the Purchase Order or other authorized notification after ambulance deliver has been made. Payments may be deferred, at the Township's election, if the following information is not shown on the invoice:

- a) Amount for the total invoice
- b) H.S.T. amount
- c) Contractor's H.S.T. number
- d) Date of invoice
- e) Complete product description
- f) Purchase Order Number

#### **15. TIME**

The fire tanker truck needs to reach the Township no later than August 1, 2024. If this deadline is not met, it will be considered a default by the Contractor, leading to termination in accordance with the terms of this Agreement.

#### **16. CHANGE ORDER**

The Township may, at its discretion and without invalidating this Agreement or RFT, order changes or additional fire tanker specifications deemed necessary. Such changes will be subject to an adjustment of the contract price. Any alterations or extensions of time required to accommodate these changes will be mutually agreed upon by the Township and the Contractor. The value of any extra fire tanker specifications shall be determined between the parties by a change order. Any extra fire tanker specifications must be authorized by a written work order. The Township or its designated agent will issue this work order in triplicate, detailing the scope of work and the total cost associated. The work order will be prepared and must be signed by the Township to confirm the associated costs.

#### **17. ACCOUNTS AND AUDIT**

The Contractor must maintain accurate accounts and records of all transactions, activities, expenditures, and commitments related to the contract. They should retain all associated

documents, invoices, receipts, and vouchers. These records, along with invoices, receipts, and vouchers, must be accessible for audit, inspection, and examination by the Township at any time during the contract period. Copies of these records shall be provided to the Township upon request by the responsible employee for compliance with the Township's Records Management and Retention Policies.

**18. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The Township is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended ("*MFIPPA*") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Township in response to the RFT may be available to the public unless the party who submitted the information requests that it be treated as confidential. All information is subject to *MFIPPA* and may be subject to release under the *Act*, notwithstanding your request to keep the information confidential.

The Contractor does hereby fully release and hold harmless the Township, including its respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in their respective Bid submission, including proprietary and personal information, in the event the Bid submission is considered at a Township Council meeting.

**19. LEGAL REPRESENTATIONS**

Each party hereto represents to the other party that:

- a) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder;
- b) this Agreement constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms; and,
- c) the Contractor hereby represents, warrants and covenants to the Township (and acknowledges that the Township is relying on such representations, warranties and covenants) that it is not aware of any actions, suits or proceedings pending or to its knowledge threatened against or adversely affecting it, which might materially affect its financial condition or its ability to perform and meet and all duties, liabilities and obligations as may be required of it under this Agreement.

**20. DEVIATION AND AMENDMENT**

The Contractor will not make any deviations from the Agreement documents without the prior written permission of the Township. Unauthorized deviations shall be corrected at the Contractor's expense. No amendment to this Agreement shall be binding unless it is incorporated into the Agreement by written amendment executed by the authorized representatives of the Township and of the Contractor.

**21. CONFIDENTIALITY**

The Contractor acknowledges that any and all information relating to the business and affairs of the Township that has not been disclosed on a public agenda of a Township Council meeting is confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any

other means of communication of Township information is strictly prohibited. The Contractor shall ensure that all information of the Township is secured and protected from unnecessary dissemination.

Before any consideration of Proposals at a public municipal Council meeting, the Township will attempt to keep all proprietary and personal information in Proposals confidential, as allowed by MFIPPA provisions. However, the Township is obligated to release information in response to Freedom of Information requests or lawful orders under MFIPPA legislation. When Proposals are presented to municipal Council, the Proponent consents to their Proposal, including all proprietary and personal information, becoming part of the public record and being released as part of the public agenda. The Proponent releases and holds harmless the Township, its Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from any claims or liabilities arising from the release of information during municipal Council meetings under MFIPPA provisions or lawful orders.

## **22. STATUS OF CONTRACTOR**

The Contractor is engaged as an independent contractor for the sole purpose of providing the fire tanker truck to the Township, as stipulated in this Agreement and attached RFT. Neither the Contractor nor any of its personnel are to be considered employees, servants, or agents of the Township.

## **23. SUBCONTRACTING**

Unless otherwise provided in this Agreement, the Contractor shall obtain the consent of the Township in writing prior to subcontracting or permitting the subcontracting of any portion of the Work.

## **24. ASSIGNMENT**

This Agreement nor the right to receive payment hereunder shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Township and any purported assignment made without that consent is void and of no effect. No assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon the Township, unless otherwise agreed to in writing by the Township.

## **25. DISPUTE RESOLUTION**

Upon written request to resolve disputes sent by one party to the other, the parties shall to resolve all disputes arising out of or in connection with this Agreement pursuant to this section. Disputes include but are not limited to the interpretation of this Agreement and disagreements with regards to the legal relationship associated with this Agreement. Upon receipt by the receiving party of a written request to resolve disputes, the parties shall first attempt to resolve all disputes by way of formal negotiation between the parties and their appointed representatives. If the disputes cannot be settled within 30 days from the receipt of the written request to resolve disputes by the receiving party, then the parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a mediator appointed by them. If the disputes cannot be settled within 90 days from the receipt of written request to resolve disputes by the receiving party, or such longer period as may be agreed to by the parties, the parties shall, refer the matter forthwith to arbitration under the rules of the province of Ontario or to an arbitrator appointed by the agreement of the Parties. The arbitration shall finally resolve the disputes.

**26. NOTICE**

Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Agreement or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective seven (7) days from the day it is delivered, mailed or electronically sent.

**27. SURVIVAL**

All of the Contractor's representations set out in the Agreement shall survive the expiry of the Agreement or the termination of the Agreement, as shall any other provision of the Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

**28. ADDITIONAL CONDITIONS**

This Agreement incorporates and comprises the following elements: the provisions of this Agreement, the Township's RFT #11-2023, the Contractor's Bid Submission, and all issued Addenda. These documents are collectively regarded as integral to this Agreement. In the event of any discrepancy or conflict between the provisions of this Agreement and its associated Schedules, the provisions outlined in this Agreement shall take precedence and prevail.

**29. ENTIRE AGREEMENT**

This Agreement constitutes the entire and sole agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Agreement. The information set out below form a part of the Agreement even where not physically attached. In the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this Agreement, unless expressly provided otherwise herein, this Agreement shall prevail in the following successive order of priority:

- a) this Agreement;
- b) the RFT and any Addenda issued; and
- c) the successful Bidder's submission in response to RFT No.11-2023.

**30. COUNTERPARTS AND ELECTRONIC ENDORSEMENT**

This Agreement may be executed and initialed by the Parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the *Electronic Commerce Act 2000*, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

**31. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all laws applicable to the performance of providing the single fire tanker truck to the Township. The provisions of this Agreement shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario.