

# Township of North Huron

## REQUEST FOR PROPOSAL

## RFP No. FD-02-2024 Rescue Tools

# SUPPLY AND DELIVERY OF A SET OF RESCUE TOOLS ONE (1) SPREADER, ONE (1) CUTTER, & ONE (1) RAM

Please submit complete proposal using the attached forms, in a sealed envelope quoting above proposal number and closing date; and forward before 2:00 p.m. local time, Monday August 19th, 2024 to:

RE: FD-02-2024 Township of North Huron P.O. Box 90 274 Josephine Street Wingham, Ontario N0G 2W0

#### Closing Date: Monday August 19th, 2024 at 12:00 p.m. noon.

Proposals must be received before the above-mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

#### **Contacts:**

Mr. Chad Kregar
Fire Chief of the Fire Department of North Huron
<a href="mailto:ckregar@northhuron.ca">ckregar@northhuron.ca</a>

Jenna McDonald Public Works Administrative Assistant imcdonald@northhuron.ca

## Township of North Huron REQUEST FOR PROPOSAL – RFP No. FD-02-2024

# SUPPLY AND DELIVERY OF A SET OF RESCUE TOOLS ONE (1) SPREADER, ONE (1) CUTTER, & ONE (1) RAM

## Table of Contents

A	THE PROJECT AND PROPOSALS	
	2.0 RFP SCHEDULE	
	3.0 PROJECT AUTHORITY AND INVOLVEMENT	
	4.0 PROJECT STAKEHOLDERS	
	5.0 INQUIRIES	
	6.0 PROPOSAL CONTENT	
	7.0 EVALUATION OF PROPOSALS	
	8.0 SUBMISSION OF PROPOSALS	5
В	PROJECT REQUIREMENTS	.6
	1.0 SCOPE	
	2.0 PROJECT COSTS	6
	3.0 ASSUMPTIONS	6
	4.0 EXCLUDED SERVICES	6
	5.0 CONSTRUCTION STANDARDS	7
	6.0 INSURANCE	7
	7.0 TERM OF CONTRACT	7
	8.0 FORMAL CONTRACT	7
C	GENERAL TERMS AND CONDITIONS	
	1.0 IMPROPER DELIVERY	
	2.0 SIGNING REQUIREMENTS	
	3.0 APPLICABLE LAW	
	4.0 Township NOT LIABLE FOR RFP COSTS	
	5.0 REQUIRED WARRANTIES	
	6.0 NO OBLIGATION TO CONTRACT	
	7.0 CONTRACT PAYMENTS	
	8.0 LIMITATION OF LIABILITY	
	9.0 DISPUTE	
	10.0 NO ASSIGNMENT	
	11.0 NO IMPLIED WAIVER	
	12.0 GOVERNING LAW	
	13.0 DEEMED SATISFACTION AS TO SUBMISSION	
	14.0 DEFAULT UNDER PROJECT	
	15.0 ENFORCEMENT	10

# Township of North Huron REQUEST FOR PROPOSAL – RFP No. FD-02-2024

16.0	0 OPENING PROCESS	10
17.0	0 PRIVACY AND FREEDOM OF INFORMATION	10
D.	FORM OF PROPOSAL	11
E.	SPECIFICATIONS AND CONFIRMATION	13
F.	FORM OF IRREVOCABLE OFFER	22
G.	PRICE CHART	23
Н.	SITE LOCATIONS	24
I.	ABILITY AND EXPERIENCE FORM	25
J.	DECLORATION OF ACCESSIBILITY COMPLANCE FORM	26

#### A. THE PROJECT AND PROPOSALS

#### **1.0 INTRODUCTION**

The Township of North Huron requires the supply and delivery of a new set of Rescue Tools – One (1) Spreader, One (1) Cutter, One (1) Ram as specified in this document.

#### 2.0 RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Township of North Huron, reserves the right to modify any and/or all dates at its sole discretion.

Release of RFP	Tuesday, July 17, 2024
Closure of RFP	Monday, August 19 <sup>th</sup> 2024 – 2:00 p.m.
Final Selection and Notification	Wednesday, September 4, 2024

Any changes or revisions to the RFP, including responses to questions will be issued as a formal addendum which will be posted on the Township website and on the Townships Bids and Tenders Website. Each addendum shall form an integral part of this RFP. If any addendum is issued, the Township may at its sole discretion extend the deadline for submission of responses for a reasonable period of time.

#### 3.0 PROJECT AUTHORITY AND INVOLVEMENT

The selection of any successful Proponent will be by the Township of North Huron upon review and recommendation made to it by staff. This RFP is at Council's digression to award or not award in whole or in part.

#### **4.0 PROJECT STAKEHOLDERS**

There are no other stakeholders involved in this project.

#### **5.0 INQUIRIES**

No respondent may claim any advantage from any error, inconsistency or omission in this RFP. Any Respondent who has questions as to the meaning of any part of this RFP or the project, or who believes the RFP contains any error, inconsistency or omission, must make a written enquiry requesting clarification, interpretation or explanation in writing to the Township of North Huron at the following address.

Name, Title Chad Kregar, Fire Chief

Department Fire Department of North Huron

Email address <u>ckregar@northhuron.ca</u>

#### **6.0 PROPOSAL CONTENT**

Proposals must include **One (1) hard copy** delivered to Town Hall in a sealed envelope marked "RFP No. FD-02-2024 Resue Tools" no later than 2:00 p.m. local time (per the clock located at Town Hall Reception) on **August 19<sup>th</sup>,2024**.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this Section. Failure to adhere to the following format may be cause for rejection of the proposal as nonresponsive.

Proposals must be organized in the following format to align with the evaluation process:

- a) Cover Letter: Identify the prime contact within the firm and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a binding offer for 90 days.
- **b) Proposed Approach and Methodology**: Approach to be taken and platform on which the submission will be provided. Please clearly indicate the software platform that will be used. If proprietary, clearly indicate any and all ongoing licensing or upkeep costs associated.
- c) Quality and Clarity of Submission: Submissions should be structured in such a manner that all data is readily accessible and easy to draw from the report.
- d) Samples of Similar Projects: Submit a sample of a grounds maintenance project that meets similar criteria.
- e) Price Chart: Submit a detailed breakdown using the attached Price Chart Forms in Section G. Failure to complete these forms will result in the rejection of the proposal. To aid in the preparation of the proposal Proposers may retype forms.
- f) Delivery Timeline: Outline anticipated timeline for completion.

#### 7.0 EVALUATION OF PROPOSALS

A Selection Committee made up of Municipal Staff will evaluate responses to the RFP. The Township of North Huron reserves the right to include information received in the interviews in the evaluation process. Evaluation of proposals will be based on the following criteria which have been established by The Township of North Huron:

The following criteria will be used to evaluate proposals (relative weights as shown)

Demonstrated Experience	30%
Project Cost	25%
Sample of Similar Project	20%
Approach and Methodology	15%
Quality and Clarity of Submission	5%
Delivery Timeline	5%

The Respondent agrees that the Township of North Huron may, if deemed necessary, verify with the Respondent or with a third party regarding any information provided in any response.

The Corporation of the Township of North Huron is not bound to accept the lowest or any proposal and reserves the right to reject all proposals. The Corporation also reserves the right to evaluate the RFP submissions in any manner it deems fit

#### **8.0 SUBMISSION OF PROPOSALS**

Complete proposal responses including the Irrevocable Offer, as provided in Section F of this RFP, and required content as per Section A – 7.0 must be submitted before 2:00 p.m. local time (per the clock located at Township Reception), Monday August 19<sup>th</sup>,2024 clearly labelled:

RFP No. FD-02-2024 - FDNH Rescue Tools

Township of North Huron
ATTN: Chad Kregar, Fire Chief, FDNH
P.O. Box 90, 274 Josephine Street
Wingham, Ontario
N0G 2W0

Failure to comply may result in rejection of the Proposal. Proposals received after the above noted due date and time will not be considered. Electronic, telegraphic, telephone, or facsimile proposals will not be accepted. Failure to comply with the requirements may result in the rejection of a proposal submission.

#### **Solicitation Disclaimer**

The Township of North Huron reserves the right to withdraw this RFP at any time without notice. The Township of North Huron reserves the right to reject any and all responses. The Township of North Huron reserves the right to award to other than the low Proposer. All responses to this RFP become the property of The Township of North Huron upon submission. The costs of preparing a proposal and participating in an interview are at the sole expense of the Proposer.

#### **B. PROJECT REQUIREMENTS**

#### **1.0 SCOPE**

#### The Fire Department of North Huron requires the supply of new NFPA Compliant set of Rescue Tools

Interested Parties shall supply the following:

- 1) NFPA Compliant Battery Powered Cutter Rescue Tool
- 2) NFPA Compliant Battery Powered Spreader Rescue Tool
- 3) NFPA Compliant Battery Powered Ram Rescue Tool
- 4) If required, 3 (three) spare rechargeable batteries
- 5) If required, 3 (three)Charing Stations
- 6) Township of North Huron Named as additionally insurance with proof of \$5,000,000,.00 (five million) liability
- 7) Proof of registration with WSIB and can provide current WSIB Certificate of Clearance
- 8) Back-up equipment must be readily available on a as needed basis

Regardless of platform, all data and information resulting from the request for proposal will be the property of the Township of North Huron.

#### 2.0 PROJECT COSTS

The project costs submitted shall be in Canadian dollars excluding applicable taxes and shall be recorded in "Section E" of this document.

All costs are to be set out in a concise format excluding applicable taxes.

There will be no partial payment for services. Payment will be net 30 days upon successful arrival and distribution of all Rescue equipment.

The Township of North Huron will pay the Contractor based on the costs contained in the submitted cost proposal up to, but not exceeding the budget approved by The Township of North Huron, for the complete and satisfactory provision of the terms and conditions of this Agreement.

Additional charges, extras, and charges beyond original proposal will only be permitted with written authorization to proceed. Charges and extras that are billed without written authorization will not be processed or paid.

#### 3.0 ASSUMPTIONS

Proponents must take into account the following assumptions in preparing and submitting proposals:

• Inspection work and site visitation will only be permitted during regular Township operating hours and subject to scheduling with the associated department head. Access to the facilities will not be unreasonably withheld.

#### 4.0 EXCLUDED SERVICES

Not applicable

#### **5.0 CONSTRUCTION STANDARDS**

The Successful Bidder shall submit, prior to the signing of the contract, a certificate of good standing from the Worker's Safety and Insurance Board of Ontario.

Appropriate Personal Protective Equipment is required for all site visits.

#### **6.0 INSURANCE**

While performing work on North Huron property, the Contractor shall at their own expense, maintain the following minimum insurance while the contract is in force. Such insurance shall be entirely comprehensive for all phases of the work pertaining to this contract.

Liability Insurance in the following amounts:

- Contractor's Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000.00.
- Automobile Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000.00 inclusive for any one occurrence.

The Contractor shall indemnify and save harmless the Corporation of the Township of North Huron from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the performance of the work.

The certificate(s) of insurance and copies of insurance policy(ies), each naming the Corporation of the Township of North Huron as an insured, must be filed with the Township Clerk upon execution of the Contract.

#### 7.0 TERM OF CONTRACT

The term of this proposal will be until date of delivery of all equipment in 2024.

#### **8.0 FORMAL CONTRACT**

If a preferred proponent is ultimately selected for service delivery, the proponent may be required to enter into a contract in a form that is satisfactory to the Township of North Huron. This proposal and the included contract shall constitute part of the terms and conditions of the contract award.

#### C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

#### 1.0 IMPROPER DELIVERY

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

#### **2.0 SIGNING REQUIREMENTS**

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

#### 3.0 APPLICABLE LAW

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54,
- Occupational health and Safety Act, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Township is relying on this warranty in its decision to award the contract to the proponent
- Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

This RFP, each submission and the Project itself are also each subject to the provisions of any procurement and/or purchasing By-law or policy of the Corporation of the Township of North Huron as amended.

#### **4.0 Township NOT LIABLE FOR RFP COSTS**

The Corporation of the Township of North Huron is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

#### **5.0 REQUIRED WARRANTIES**

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
- ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor,
- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
- iv. this proposal is in all respects fair and without collusion or fraud.
- v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. all materials and/or services proposed to be supplied to the Corporation of the Township of North Huron conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
  - a) competent to perform the work described in this RFP ["the work"];
  - b) has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
  - c) shall supply everything necessary for the performance of the work;
  - d) shall carry out the work in a diligent and efficient manner;
  - e) ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the Township of North Huron as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the Municipality is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

#### 6.0 NO OBLIGATION TO CONTRACT

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the Township of North Huron. Submissions constitute offers which the Township may or may not accept on its sole discretion. The Corporation of the Township of North Huron further reserves the right to accept or reject any or all proposals or parts of

proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the Township of North Huron also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the Township of North Huron further reserves the right to award the contract on a split-order basis, lump-sum or individualitem basis, or such combination as shall best serve the interests of the Township in the opinion of the Township. The Township of North Huron reserves the right to include consideration of any outstanding claims against or by the Township, any record of poor performance with the Township and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Township.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the Township of North Huron and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the Township of North Huron including but not limited to those set out herein. The Township reserves the right to reject an offer to supply goods and services presented in response to the Township's procurement processes where the Township determines that the person making the offer is in any way indebted to the Township and in its sole discretion is of the opinion that it is in the Township's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the Township may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the Township.

#### **7.0 CONTRACT PAYMENTS**

Unless otherwise specified, should the Corporation of the Township of North Huron enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the Township of North Huron, or the date on which the invoice is received, whichever is later.

#### 8.0 LIMITATION OF LIABILITY

Unless otherwise agreed, should the Corporation of the Township of North Huron enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the Township of North Huron harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the Township, it shall be the Contractor's responsibility to investigate and handle any and all third-party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Township.

#### 9.0 DISPUTE

In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the Township of North Huron, the decision of such agent as the Corporation of the Township of North Huron may appoint will be final and binding.

#### 10.0 NO ASSIGNMENT

Unless otherwise agreed, should the Corporation of the Township of North Huron enter into a contract relating to the Project, the other contracting party shall agree not, without the written consent of the Corporation of the Township of North Huron, assign or subcontract any aspect of the Project or the deliverables.

#### 11.0 NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

#### 12.0 GOVERNING LAW

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

#### 13.0 DEEMED SATISFACTION AS TO SUBMISSION

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the Township of North Huron based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

#### 14.0 DEFAULT UNDER PROJECT

In case of a default of performance of the Project, the Corporation of the Township of North Huron reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

#### 15.0 ENFORCEMENT

Any successful proponent will have to enter into a legally binding agreement with the Corporation of the Township of North Huron. Where any breach of the terms of that agreement should occur, the Municipality shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the Township of North Huron including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the Township of North Huron in any such legal process.

#### 16.0 OPENING PROCESS

The name and proposal cost of each proponent will be released on the Townships Website.

#### 17.0 PRIVACY AND FREEDOM OF INFORMATION

All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the Township of North Huron as of the date of their submission except to the extent they are protected as third-party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the Township of North Huron Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Township shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business: the cover letter to the tender, quotation, or proposal; the table of contents; lists of figures, tables, and appendices; and any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed). Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Township of North Huron cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA

#### D. FORM OF PROPOSAL

FOR: REQUEST FOR PROPOSAL FD-02-2024 SUPPLY AND DELIVERY OF A SET OF RESCUE TOOLS ONE (1) SPREADER, ONE (1) CUTTER, & ONE (1)

PROPOSED BY	
FIRM NAME	
CONTACT NAME	
ADDRESS	
TELEPHONE NUMBER	
EMAIL	

#### HEREINAFTER CALLED THE "PROPONENT"

TO: THE CORPORATION OF THE TOWNSHIP OF North Huron HEREINAFTER CALLED THE "TOWNSHIP" I/We, the proponent, having carefully examined the RFP, including the Standard Terms and Conditions, and all documents relating thereto, and having a clear and compressive knowledge of the Work required under the RFP, hereby submit this Proposal to supply the products and/or services, and all components thereof, as required by the Township and as outlined in the RFP. THE PROPONENT ACKNOLEDGES HAVING RECEIVED ALL ALLOWED FOR ADDENDA NUMBER\_\_\_\_\_TO NUMBER\_\_\_\_\_TO NUMBER\_\_\_\_\_TO

### THE PROPONENT HEREBY AGREES:

That this Proposal is subject to the acceptance of the Township.

That, among other matters, the lowest or any Proposal will not necessarily be accepted by the Township.

To undertake to provide any products and/or services as required by the Township in accordance with the RFP; and To identify in their proposal material, records that reveal trade secret or scientific, technical, commercial, financial or labour relations information that has been supplied in confidence. Complete, submissions and total bid/Proposal amounts cannot be marked confidential. Requests for access to records will be administered pursuant to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

#### **THE PROPONENT HEREBY DECLARES:**

No person, firm or corporation, other than the Proponent, has any interest in this Proposal.

This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person submitting a Proposal for the same Work and is in all respect fair and without conflict of interest, collusion or fraud.

This Proposal is made in accordance with the <u>Municipal Conflict of Interest Act</u>, Ontario. There is no actual or potential conflict of interest relating to the preparation of our proposal submission, nor do we see any actual or potential conflict of interest in our performing the Contractual obligations contemplated in the RFP.

The submitted Proposal, and all other terms are valid for a period of one hundred and twenty (120) days from the Proposal Closing Date and is irrevocable during that period.

The Proponent has fully reviewed the information contained in the Request for Proposal and submits the Proposal in anticipation of the fulfillment of the requirements at the price quoted.

The Proponent accepts and agrees to the Standard Terms and Conditions and all other terms, conditions and provisions of the RFP in their entirety, without qualification.

This Proposal has been executed by a duty authorized signing officer and the corporate seal has been affixed, where applicable.

#### LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

		(Name)	
By:	(Signature)	I have authority to bind the Proponent.	
Name:		<u> </u>	
Title:			
ECUTION OF AC		THISDAY OF, 2024.	
Contract is entereduding the definition element.	GREEMENT  d into as of the day and yea  ns set out in schedule herete	ar first written above. The schedules affixed to this contract re o, are hereby incorporated by reference and form an integral p	ferenced her art of this
uding the definition eement.	GREEMENT  d into as of the day and yea  ns set out in schedule herete	ar first written above. The schedules affixed to this contract re	ferenced her art of this
S Contract is entered uding the definition eement.	GREEMENT  d into as of the day and yea as set out in schedule hereto  ***********************************	ar first written above. The schedules affixed to this contract re o, are hereby incorporated by reference and form an integral p	ferenced her art of this
S Contract is entered uding the definition deement.  CORPORAT	GREEMENT d into as of the day and year as set out in schedule hereto  ***********************************	ar first written above. The schedules affixed to this contract re o, are hereby incorporated by reference and form an integral p	ferenced her art of this
s Contract is entered uding the definition eement.  CORPORAT  By:	GREEMENT d into as of the day and year as set out in schedule hereto  ***********************************	ar first written above. The schedules affixed to this contract re o, are hereby incorporated by reference and form an integral poponent MUST SIGN HERE**********  NSHIP OF NORTH HURON  I have authority to bind the Proponent.	ferenced her art of this

#### E. SPECIFICATIONS AND CONFIRMATION

General: The specifications cover a new set of Rescue Tools. The complete set should be made up of one (1) Spreader, one (1) Cutter, & one (1) Ram with the minimum requirements as set out below. Where specific components are listed, alternative components may be considered for approval by the Fire Chief, prior to proposal closing, if they meet the requirements in the specification.

# **General Requirements Annex A**

TR#	SPREADER	COMPLIANT YES/NO
1.	Shall have an Ingress Protection Rating IP58	
2.	Shall be an NFPA Compliant Battery Powered Rescue Tool	
3.	Shall have the ability to submerge up 11 feet underwater	
4.	Shall have a spreading width of 730mm or greater	
5.	Shall weigh less than 21 kg	
6.	Shall have a highest pulling force of 46 kN and allowest pulling force of 28 kN	
7.	Shall have a highest spreading force of 72 kN and a lowest spreading force of 49 kN	
8.	Shall have wireless capability to communicate service requirements and provide geo fencing	
9.	Shall use a common battery platform shared with the cutter and ram permitting for complete interchangeability	
10.	Two (2) batteries shall be provided	
11.	One (1) battery rapid smart charger shall be provided (110V)	
12.	One (1) 110V adapter shall be provided	

TR#	CUTTER	COMPLIANT YES/NO
1.	Shall have an Ingress Protection Rating IP58	
2.	Shall be an NFPA Compliant Battery Powered Rescue Tool	
3.	Shall have the ability to submerge up 11 feet underwater	
4.	Shall have a cutter opening of 205mm or greater	
5.	Shall meet the NFPA 1936 cut rating of A8/B9/C8/D9/E9/F5	
6.	Shall weigh less than 23.5 kg	
7.	Shall have wireless capability to communicate service requirements and provide geo fencing	
8.	Shall have forged blades designed to cut high strength low alloy, ultra-high strength steel and boron	
9.	Shall have a side load warning system helping to prevent dangerous tool roll	
10.	Shall use a common battery platform shared with the spreader and ram permitting for complete interchangeability.	
11.	Two (2) batteries shall be provided	
12.	One (1) battery rapid smart charger shall be provided (110V)	

TR#	RAM	COMPLIANT YES/NO
1.		
	Shall have an Ingress Protection Rating IP58	
2.	Shall be an NFPA Compliant Battery Powered Rescue Tool	
3.	Shall have the ability to submerge up 11 feet underwater	
4.	Shall have a closed length (retracted) of no more than 657mm and a overall length (extended) of 1533mm	
5.		
	Shall have a stroke stage 1/stage 2 lengths of 428/372mm	
6.		
	Shall have a minimum force stage 1/stage 2 of 60/127 kN	
7.	Shall weigh less than 23 kg	
8.	Shall have wireless capability to communicate service requirements and provide geo fencing	
	Shall use a common battery platform shared with the spreader and cutter	
9.	permitting for complete interchangeability	
10.	Two (2) batteries shall be provided	
11.	One (1) battery rapid smart charger shall be provided (110V)	

**Tool Maintenance – General Requirements** 

DESCRIPTION	COMPLIANT YES/NO
The successful Proponent must have maintenance and parts tracking software or systems available.	
The successful proponent must have excellent parts availability and readily available field service.	
The successful Proponent must guarantee the FDNH a 100% level of service for all warranty associated repairs and regular maintenance (parts and labour) for the length of time all applicable warranties are in effect. If required, the proponent will have loaner equipment available for longer duration of out of service Tools.	

**Tool User Training** 

1001 0 501 114111111		
	DESCRIPTION	COMPLIANT YES/NO
USER TR	AINING	
	The successful Proponent must provide comprehensive training in the use and care of their system to the majority of all FDNH firefighters.	
	All those who did not attend the sessions and new firefighters. The proponent will also provide these trainers with all of the necessary user orientation, as well as manufacturer directed operational procedures for the selected system. Schedule TBD.	
	The successful Proponent must provide one (1) hard copy and one (1) electronic copy of the Equipment manual and all associated equipment	

**Manufacturer's Recommended Optional Equipment - Annex C** 

	DESCRIPT ION	COMPLIANT YES/NO
	NOTE: PROPONENT WILL INDICATE AND PROVIDE ALL DETAILS AND PRICING FOR ANY POSSIBLE SUGGESTIONS AND RECOMMENDATIONS FOR ALL OPTIONS AVAILABLE THAT WERE NOT LISTED ABOVE.	
Additional Information		

#### F. FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under RFP NH 2024-02 Recue Tools the Corporation of the Township of North Huron according to the terms set out in this proposal as well as in the RFP including the requirement for and acceptance by a formal contract acceptable to the Corporation of the Township of North Huron. I also agree that this irrevocable offer shall be open to acceptance by the Corporation for a period of ninety (90) days from the closing date for the receipt of proposals.

WITNESS: SIGNED:	
OR NAME:	
(Affix Company Seal if applicable) TITLE:	
VENDOR N	NAME:
ADDRESS:	
CITY/PRO	V.:
POSTAL C	ODE:
TELEPHO	NE:
FAX NO.:	

# G. PRICE CHART Tool General Requirements Annex A

ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	Make/Model	Unit PRICE
1	Spreader Package	1	\$	\$
2	Cutter Package	1	\$	\$
3	Ram Package	1	\$	\$
SUB-TOTAL (EXCLUDING HST)			\$	

Note: All prices to be expressed **EXCLUSIVE** of applicable taxes. All funds should be submitted in CAD.

The Corporation of the Township of North Huron is not bound to accept the lowest or any proposal and reserves the right to reject all proposals. The Corporation also reserves the right to evaluate the RFP submissions in any manner it deems fit.

## H. SITE LOCATIONS

1) Wingham Firehall – 369 Josephine St., Wingham ON.

<u>DELIVERY INFORMATION</u> PROPOSED EQUIPMENT/VEHICLE DELIVERY DATE:
Time shall be the essence of the contract. Equipment/vehicles shall be delivered on the proposed delivery date identified, failing which the Township reserves the right to cancel the order without penalty or prejudice or apply a late delivery penalty
PROPONENT SIGNATURE:

## I. ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate Customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

#### REFERENCE RELEASE FORM

[
authorize the Township to contact the person and/or organization listed on the ABILITY &
EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder The
Township reserves the right to call references if in its sole discretion finds a need to do so.
The Township reserves the right to check other references other than listed herein

### J. DECLORATION OF ACCESSIBILITY COMPLANCE FORM

Company Name:			
Print Name:			
Title:			
Date:			
(Accessibility Standards for Disabilities Act, 2005). I coare required to receive train Corporation of The Townsh upon its request. I will inden	r Customer Service): confirm that my emploining under the Act ha ip of North Huron any nnify the Corporation of cenalties, damages or 1	made under the pyees, agents, voluve completed the further document of The Township	of Ontario Regulation 429/07 Accessibility for Ontarians with unteers and representatives who e required. I will provide to The ntation that confirms this training of North Huron from and against rise or may be incurred as a result
I declare that I have read, ur from time to time.	nderstood and will me	et all enacted acc	essibility standards as amended
I further declare that if appli	icable I will undertake	e to ensure any su	ub-contractors hired by (insert company name)
for the completion of wo requirements.	rk contracted by the	e Township wil	l also comply with the above
Authorized Sig			Date