

## 1. FIRE PROTECTION VEHICLE SPECIFICATIONS

### Tenderer - Tendering Requirements and Instructions

- 1.1. A tender bid based on the specifications hereinafter specified shall be submitted in accordance with the Tendering Instructions contained in the specifications and in the Official Tender Form, Documents and Specification Package.
- 1.2. Supplier should read and follow the Tendering Requirements of the specifications. Bids will not be considered unless submitted on each **Individual Official Tender Form**, copies enclosed.
- 1.3. Facsimile tender bids will not be accepted. Tender bid must be mailed or hand-delivered, in a sealed separate envelope to Town of Harbour Grace, P. O. Box 310, 112 Water Street, Harbour Grace, NL A0A 2M0.
- 1.4. One bid in one envelope. An alternate or bid "A", "B", "C", will not be accepted in same envelope.
- 1.5. Tenders will be accepted up to the date and time specified in the tender call and publicly opened at that time.
- 1.6 Bids on tender call shall include all applicable sales tax and be quoted F.O.B. to the **Town of Harbour Grace , P. O. Box 310, 112 Water Street, Harbour Grace, NL A0A 2M0.**

The bidder shall grant a validity period of 90 days from date of tender submission and shall provide written confirmation that the price is valid for 90 days.

- 1.7. Equipment tendered shall conform to the applicable standard, listing and/or approved designation of the specifications hereinafter specified.
- 1.8. Where the specifications specify a manufacturer trade or brand name, an "equal to or greater than" provision shall apply. Tenderer shall attach to the Official Tender Form separate sheet(s) and/or equipment sales literature and engineering data indicating an approved standard of equivalence when quoting other than the specified trade or brand name.
- 1.9. Where this specification makes reference to a specific make, model or dimension an equal to provision shall apply.
- 1.10 Tenderer shall report all discrepancies, omissions or points considered to be ambiguous or conflicting to the Amy Dwyer, Town Clerk/Manager, Town of Harbour Grace in writing before the bid closing date so that the Town of Harbour Grace may issue instructions, clarifications or amendments by addendum to all respondents prior to the bid closing date.

1.11. The Town of Harbour Grace without liability, cost or penalty may, at any time prior to the closing time alter any details in this tender. In the event that this tender is amended via addendum the remainder of the tender that has not been modified shall remain unchanged.

Addenda may be necessary for:

- Correction of the Tender and related forms
- Extension of the submission deadline
- Clarification of parts of the Tender
- Retraction or cancellation of the Tender
- Responses to bidders questions
- Other additions to, deletions from or alterations to the requirements contained in the Tender

Request for addenda must be submitted ten (10) business days prior to the tender closing date. Requests submitted thereafter will not be considered or responded to.

Each respondent shall acknowledge receipt of any addendum either by phone, fax or email to the Amy Dwyer, Town Clerk/Manager, Town of Harbour Grace by telephone (709) 596-3631, Ext. 6 or by email [a.dwyer@townofharbourgrace.ca](mailto:a.dwyer@townofharbourgrace.ca) to this solicitation by signing and returning a copy of such addendum with its proposal.

Addenda will be available or sent by the following:

- Facsimile or Electronic mail

1.12. Proposals which are incomplete, conditional, obscure, or contain alterations, erasures, or irregularities of any kind may be rejected. Failure to comply with the requirements expressed herein may result in disqualification of the Proposal.

1.13. Each **Individual Official Tender Form** shall be accompanied by a detailed description of the apparatus and equipment which is proposed to furnish and to which the apparatus furnished under the contract must conform. The detailed description shall contain shop drawings of the apparatus. These drawings should accompany the **Individual Official Tender Form**.

1.14. Shop drawings shall indicate the overall length, height and width of the vehicle apparatus with all equipment installed and in place.

1.15. Where a particular tender/specification requires a sample be provided, it shall be supplied to the Town of Harbour Grace for inspection and acceptance/rejection before a contract to supply will be awarded.

1.16. Delivery of vehicles shall be in accordance with the details of this section as follows:  
Town of Harbour Grace.

The apparatus manufacturer shall provide the Municipality/LSD/Regional Service Board (hereinafter referred to as the Client) and Fire Services Division with the VIN (Vehicle Identification Number), as soon as possible after the chassis is manufactured or acquired from stock.

Further, the apparatus manufacturer must advise the Client and Fire Services Division immediately upon receipt of the chassis at your manufacturing location.

Chassis shall be ordered within two weeks of receipt of order. The delivery of completed unit shall be no later than twelve (12) months after receipt of the chassis by the apparatus manufacturer.

The manufacturer shall confirm, in writing, when the order for the chassis is placed stating the expected delivery date and shall confirm, in writing, when the chassis is received by the manufacturer.

Failure to deliver the vehicles as specified shall result in the forfeiture to the Client, of liquidated damages in the amount of \$200.00 per vehicle per day for each and every business day in excess of the prescribed date of delivery.

The Client reserves the right to cancel the contract without penalty if the Unit is not delivered in 18 months from date of order.

In the event of a delay in the acquisition of apparatus components due to matters beyond the control of the contractor, the Client reserves the right to waive or make such adjustments as regards to the imposing of the liquidated damages prescribed herein as it deems appropriate in consultation with Fire Services Division. The Client remains the arbiter in its sole discretion of determining whether or not to impose the amounts above.

- 1.17. The language of choice for all activities regarding the tendering procedures and the specification requirements shall be English.
- 1.18. Tenderer shall indicate on vehicle specification yes or no or indicate exception for each specific detail and enclose same with official tender form.
- 1.19. **"Authority Having Jurisdiction"** regarding the interpretation of the specifications, the testing, approval and recommendation of acceptance of fire protection equipment shall be Department of Justice and Public Safety, Fire Services Division.
- 1.20. The Client is responsible for final acceptance and payment of this tendered vehicle. Fire Services Division will provide pre-delivery inspection and recommendation for acceptance/non-acceptance of tendered vehicle.
- 1.21. Requests for information regarding tendering and the specifications should be directed to Amy Dwyer, Town of Harbour Grace, telephone (709) 596-3631 or by email [a.dwyer@townofharbourgrace.ca](mailto:a.dwyer@townofharbourgrace.ca).

1.22. The Town of Harbour Grace does not bind itself to accept the lowest or any tender.

## **2. FIRE PROTECTION VEHICLE SPECIFICATIONS**

### **Supplier: General Requirements and Instructions**

- 2.1. **There shall be no advance or interim payments made.** Payment in full will be made to Supplier by the Client upon receipt of the unit being received and inspected by Fire Services Division and the Client takes possession of unit.

Note: Staff of Fire Services Division will inspect and test the unit as soon as possible upon delivery and recommend acceptance or non-acceptance of the unit. If deficiencies are noted Fire Services Division shall contact the supplier who shall make arrangements to correct the deficiencies. If unit is found to be acceptable upon receipt, or once the deficiencies have been satisfactorily corrected the Client will be contacted to take receipt of the unit within three (3) calendar days of notification. The Client must make arrangements with the Supplier for payment of the unit upon receipt of the unit.

- 2.2. The Supplier shall deliver a standard production, new, unused equipment of a modern type, carefully designed to suit the nature of the service which the equipment must perform. All materials, workmanship and finish entering into the construction of the equipment shall conform to the specifications, the character of the apparatus and the purpose for which it is intended. Minor details of construction and materials, where not otherwise specified, are left, subject to **Special Provisions**, to the discretion of the Supplier who shall be solely responsible for the design and construction of all features.
- 2.3. The Supplier shall not deliver the equipment tendered until all the components of the equipment contained in the specifications are ready for delivery at the same time to the Town of Harbour Grace.
- 2.4. "**Authority Having Jurisdiction**" with regard to testing, approval, and recommendation of acceptance of fire protection equipment shall be the Department of Justice and Public Safety, Fire Services Division. The Supplier shall provide the Town of Harbour Grace with a minimum of seven days advance notice of unit arrival. Unit must be washed and cleaned upon delivery to the Town of Harbour Grace.

Upon completion of inspection by Fire Services Division, if deficiencies are noted they must be corrected by the supplier before the unit is received by the Client.

- 2.5. The Supplier shall make arrangements with the equipment manufacturer, or a local representative in the Client's area, for an agreement to perform whatever warranty services as may be required and covered. The name and address of the agency required to perform these services shall be given to the Client at the time of delivery. In addition, the Supplier shall supply a letter with their tender package specifying their plan for their warranty service for this unit. The letter shall detail who will be performing the warranty service, their location, if they have road and or shop service, whether or not they keep a supply of parts in stock and the amount of years in business. The letter will also detail their plan for warranty service for small or large issues if they occur.

2.6. The Supplier shall deliver with the equipment the following:

- (a) An itemized invoice of the equipment showing make, model and serial number of all the components of the equipment contained in the specifications.

2.7. Digital pictures shall be emailed to the Client and the Director of Fire Services/Fire Commissioner at various stages of production of each unit.

