



4 January 2022

**RE: Request for Proposals DPC23-10**

To whom it may concern,

The Town of Westlock invites the submission of proposals for the supply and delivery of a Fire Command Vehicle for the Westlock Fire Department.

The deadline for submitting proposals is **January 26, 2022, at 2:00 PM local time**. All correspondence pertaining to this proposal should be directed to my attention at:

Stuart Koflick  
Fire Chief  
10003 106 Street  
Westlock AB T7P 2K3

If you have any questions, please contact me at [skoflick@westlock.ca](mailto:skoflick@westlock.ca) or 780-350-2114.

A handwritten signature in black ink, appearing to read 'Stuart Koflick', is placed over a light blue rectangular background.

Stuart Koflick  
Fire Chief

Cc:



## **REQUEST FOR PROPOSALS**

**PROJECT #: DPC23-10  
NEW FIRE COMMAND VEHICLE**

**Issued: January 4, 2021**

**Submission Deadline: January 26, 2022, at 2:00 PM (local  
Time)**

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## 1.0 INTRODUCTION

The Town of Westlock (the "Town") invites proposals from qualified manufacturers for the supply and delivery of one new Command Vehicle for the Westlock Fire Department. The proponent will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and fiscal responsibility before a contract is awarded.

Request for Proposal (RFP) documents may be obtained on, or after, January 4, 2022, in a PDF (public document format) file format from the Town's website [www.westlock.ca](http://www.westlock.ca).

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the proponent to ascertain that they have received a full set of the RFP documents, amendments and or addenda. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

All questions relating to this project must be submitted by email to the Project Manager:

Stuart Koflick  
Fire Chief  
10003 106 Street  
Westlock AB T7P 2K3  
780-350-2114  
skoflick@westlock.ca

### 1.1 Proposal Submissions

Proponents submitting in hard copy will complete and submit three (3) copies of their proposal, formatted as described in Section 2.0 PROPOSAL FORMAT, in a sealed envelope. Each copy shall be complete and unabridged and shall not refer to any other copy for additional information, clarification, or details.

Sealed proposals will be received by the Project Manager, by delivery to the Town office, or by email, in the manner specified below, **up to 2:00 p.m. local time on January 26, 2022**. Proposals submitted by fax, or that are not in the required format will NOT be accepted.

Any proposal received after the closing date and time will be considered disqualified and will be returned unopened to the proponent.

For proposals that are delivered, the following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as on the outside of the courier envelope (if sending by courier)**:

1. Attention: Stuart Koflick, Fire Chief  
10003 – 106 Street  
Westlock, AB T7P 2K3
2. Request for Proposal (RFP): DPC23-10  
Fire Command Vehicle
3. Responding Proponent's name and address

For proposals that are sent by email, the complete proposal must be emailed to the Project Manager at:

skoflick@westlock.ca

The email topic is to be labelled in the subject line "RFP: DPC23-10 – "Insert Company Name"".

Proposals will be received **up to 2:00 p.m. local time on January 26, 2022**. There will not be a public opening for the proposal.

For closing purposes, the official time of receipt of a proposal submission is determined by the time of receipt of the email, or in the case of a proposal that is delivered to the Town office by the time of delivery as recorded by the Project Manager or his or her designate.

The Town will not accept or consider proposal documents transmitted by facsimile or delivered to an email address other than the address identified above. Please do not cc any other Town emails.

The Town will not accept any proposal not received at the email address identified above or not received by the closing date and time.

The responsibility for submitting a response to this RFP to the correct email or delivery address on or before the closing date and time, will be solely and strictly the responsibility of the Proponent.

To be considered, proposals must be signed by an authorized signatory. By signing the proposal, the proponent is bound to statements made in response to this Request for Proposal (this "RFP"). Any proposal submission received by the Town that is unsigned will be rejected.

The Town will not be responsible for any costs incurred by proponents which result from the preparation or submission of documents pertaining to this RFP. The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered they will be corrected by the proponent at their expense.

***Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.***

## **1.2 Errors, Omissions, Clarifications**

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part therein, should immediately request in written form **by email**, clarification from the Project Manager, Stuart Koflick at [skoflick@westlock.ca](mailto:skoflick@westlock.ca).

The Town will not accept responsibility for any damages, costs or expenses incurred by a proponent in reliance on oral instructions. Any work done in preparation of a proposal after discovery of discrepancies, errors, or omissions in the RFP will be done at the proponent's risk unless the discrepancy, error, or omission is reported to the Project Manager in accordance with this provision.

Any requests for explanations, interpretations, or clarifications made by proponents must be submitted in writing by email to the Project Manager **no later than {2:00 p.m. on January 12, 2022}**, in order that addenda or amendments, if necessary, are available to all proponents in time to be considered for the preparation of their submission.

If, in the Town's sole discretion, determines that a clarification, addition, deletion, or revision of the RFP is required then the Town will issue an addendum and the addendum will be posted on the Town website (see Section. 1.0). **It is the sole responsibility of the proponent to check for addendums.**

**All amendments and addenda, if any, issued for this RFP must be signed by the proponent and included with the proposal submission and will form part of the Contract documents.**

### **1.3 Town's Right to Reject Proposal**

The Town reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Town. The lowest, or any proposal, will not necessarily be awarded.

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions contained in this RFP may be disqualified or rejected. The Town may, however, in its sole discretion, reject or retain for its consideration proposals which are non-conforming because they do not contain the content or form required by the RFP, or for failure to comply with the process for submission set out in this RFP, whether or not such non-compliance is material.

The Town reserves the right to reject a proposal based on potential or perceived conflict of interest on the part of a proponent. Without limitation, the Town reserves the discretion to reject any proposal where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders, or owners of the proponent, is an officer, employee, or director of the Town, or is a member of the immediate family of an officer, employee, or director of the Town; or
- b) in the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee, or director of the Town, or is a member of the immediate family of an officer, employee, or director of the Town.

**When submitting a proposal, the proponent is required to complete, sign, and include with their proposal a Conflict-of-Interest Disclosure Statement (Appendix A).**

The Town reserves the right to reject any proposal submitted by a proponent who is, or whose principals are, at the time of proposal, engaged in a lawsuit against the Town in relation to work similar to that being proposed.

### **1.4 Waiver of Claims for Compensation**

Except for a claim for the reasonable cost of preparation of its proposal, by submitting a proposal, each proponent irrevocably waives any claim, action, or proceeding against the Town including, without limitation, any judicial review or injunction application, and any claim against the Town and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Town at any stage of the proposal process, including without limitation, any alleged unfairness in the evaluation of a proposal or award of a contract.
- 2) a decision by the Town not to award a contract to that proponent; or
- 3) the Town's award of a contract to a proponent whose proposal does not conform to the requirements of this RFP.

### **1.5 Ownership of Proposals and Freedom of Information**

Proposals will be received and held in confidence by the Town, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each proposal should clearly identify any information that is considered to be confidential or proprietary

information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Town become the property of the Town. The Town will provide a debriefing for proponents, upon request by a proponent, subject to the *Freedom of Information and Protection of Privacy Act*.

## 2.0 PROPOSAL FORMAT

Proponents are asked to respond in a similar manner. Appendices A and C must be submitted on the same forms included in this RFP, no exceptions. The following format and sequence should be followed in order to provide consistency in responses and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- a) Title page including RFP title and number, proponent's name and address, telephone number, email address, and contact representative.
- b) One-page Letter of Introduction SIGNED by the authorized signatory of the proponent which will bind the proposed statement(s) made in the proposal.
- c) Table of Contents including page numbers.
- d) An Executive Summary of the key features of the proposal.
- e) Completed and signed Appendix A – Conflict of Interest Disclosure Statement.
- f) Completed Appendix C – Minimum Specifications for New Command Vehicle for Westlock Fire Department.
- g) Complete contact information for three (3) references (see 3.6).
- h) Amendments or addenda, if any, issued for this RFP. **Each amendment and addenda must be signed by the proponent and be included with their proposal submission and will form part of the Contract documents.**

## 3.0 PROPOSAL EVALUATION AND SELECTION PROCESS

### 3.1 Proposal Evaluation

All proposals will be initially evaluated by the Town to assess the qualifications and capabilities of proponents to meet the minimum standards specified in the RFP.

The proposal evaluation through to proponent selection will be based on the following process as deemed appropriate by the Town in its sole discretion:

1. Initial proposal evaluation by the Town.
2. Follow up question(s) from the Town to proponent(s). (Optional at discretion of the Town.)
3. Further question(s) from the Town to proponent(s). (Optional at discretion of the Town.)
4. Interview(s) of selected proponent(s) by Town. (Optional at discretion of the Town.)
5. Follow-up interview of selected finalist(s). (Optional at discretion of the Town.)
6. Proposal scoring by the Town as per RFP criteria and Section 4.2 Evaluation Criteria.
7. Recommendation for Purchase.



### **3.2 Initial Proponent Selection Process**

As a result of the initial written proposal evaluation, the Town may, at its sole discretion, request oral presentations and enter into detailed discussions with initially selected proponents prior to preparing a short-list of qualified proponents.

The Town may, at its sole discretion, prepare a “short-list” of proponents which initially appear to have the necessary qualifications, based solely on the information contained in the written proposals and/or additional information that may be obtained by the Town. The Town will be under no obligation to obtain additional clarification from any proponent(s) prior to preparing an initial “short-list” or before entering into detailed discussions, or negotiations, with any proponent.

### **3.3 Selected Proponent Negotiations**

The Town, at its sole discretion, reserves the right to enter into contract negotiations with a selected proponent, or proponents, based only on the evaluation of the written proposal(s), and/or an evaluation of the combination of the written proposals, oral presentations, and/or detailed discussions.

The Town reserves the right to enter into negotiations with any proponent without requiring any other proponents to make a presentation or to enter into detailed discussions with the Town.

### **3.4 Termination of RFP Process**

The Town may, at its sole discretion, reject any or all proposals at any time throughout the proposal evaluation, proponent selection, or contract negotiation process.

### **3.5 Non-Compliance with RFP Requirements**

Unless explicitly stated in a proposal, all proposals shall be assumed by the Town to be in full compliance with the RFP requirements without exception.

All items in the proposal that are **not** in full compliance, or that vary from the specific RFP requirements, shall be clearly identified in the proposal as non-compliant and/or variant, and shall include specific reference to the relevant section in the RFP and the precise nature of the variance or non-compliance.

Non-compliance or variances with the specific RFP requirements will not necessarily result in rejection of a proposal.

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, shall be at the sole discretion of the Town, without any obligation by the Town to either request clarifications, enter into detailed discussions, or negotiations with the proponent(s).

All bids must be submitted with completed Appendices A & C as contained within this RFP in order to be eligible for consideration.

### **3.6 References**

Please include three (3) references that may be contacted for purposes of confirming your company’s experience in supplying and delivering this type of vehicle.

## **4.0 MANUFACTURER SELECTION**

### **4.1 Selection Criteria**

The following are the criteria and the percentage of the total score for each criterion that will be used by the Town to select a proponent. The list of criteria is not in any order of

priority. The Town, in its sole judgment, will base the selection of a successful proponent on a combination of the following criteria:

**4.2 Evaluation Criteria:**

|                                  |           |
|----------------------------------|-----------|
| Experience                       | 20%       |
| Compliance with RFP Requirements | 30%       |
| Delivery date                    | 5%        |
| Price                            | 40%       |
| <u>Nearest Service Facility</u>  | <u>5%</u> |
| Total                            | 100%      |

**5.0 CONTRACT**

**5.1 Award of Contract**

The Award of Contract is anticipated to be made not later than Thursday December 17, 2020. All proponents will be advised in writing of the results of the RFP evaluation process.

The Town, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Town.

**5.2 Form of Contract**

The Contract to supply and deliver the finished New Command Vehicle to Westlock Fire Department will be in the form of:

- the complete RFP document, including appendices, and any amendments or addenda.
- Proponent's proposal submission; and
- a Contract Agreement similar to the sample provided in Appendix B of this RFP.

As provided by section 3 of Appendix B, all provisions of this Request for Proposals document that refer to terms and conditions for the performance of the Contract will be incorporated into and will form part of the Contract, unless otherwise agreed to in writing by the Town.

**6.0 CHANGES**

The Town, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work. The Proponent will proceed with the work as changed and the work will be executed under the provisions of the Contract. No changes will be undertaken by the Proponent without written order of the Town, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Town will entertain no payment for extra work or changes in the Contract unless a "Change Order" form is completed and signed by the Town and the Proponent.

If, in the opinion of the Town, such changes affect the Total Contract Price, the Total Contract Price amount will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Total Contract Price will be decided by the Town based on a lump sum estimate submitted by the Proponent and accepted by the Town.

**7.0 LICENSES AND PERMITS**

The Proponent shall, at their expense, obtain all licenses, permits, approvals, and insurance required under the laws of the Province of Alberta with regard to its own activity under the Contract.

## **8.0 DAMAGE TO EXISTING PROPERTY OR FACILITY**

In the event of damage to the Town's facility or property arising from actions of the Proponent the procedure will be as follows:

1. The Proponent will immediately advise the Town of any damage to the Town's facility or property.
2. Upon investigation, the Town will notify the Proponent of damages to be repaired.
3. If the Proponent does not reply within twenty-four (24) hours, the Town will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Proponent.

## **10.0 RIGHTS OF WAIVER**

A waiver, or any breach of provision of this Contract will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

## **11.0 SEVERABILITY**

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void; the validity of the remaining paragraphs hereof will not be affected.

## **12.0 CHIEF COMMAND VEHICLE FAMILIARIZATION**

### **12.1 Chief Command Vehicle Drawings**

Final design acceptance and contract award will be conditional on the successful proponent providing **TWO (2) sets of scale drawings** showing left, right, front, and rear plan views of the Chief Command Vehicle. As-Built wiring diagrams as proposed will be required and are to be provided showing all dimensions. Dimensions are to be in imperial units.

### **12.2 In-Service Training**

All proponents shall indicate the degree to which in-service training on the completed Chief Command Vehicle will be provided to the members of Westlock Fire Department.

### **12.3 Service, Installation, Repair, and Operators Manuals**

Factory service manuals, installation manuals, repair manuals, and operator's manuals shall be provided for the cab/chassis and all components comprising the completed Chief Command Vehicle, such as engine, transmission, front and rear axle, and engine status center. All manuals shall accompany the Chief Command Vehicle when delivered to Westlock Fire Department.

## **13.0 CHIEF COMMAND VEHICLE SPECIFICATIONS**

### **13.1 Minimum Requirements**

The minimum requirements for the completed Chief Command Vehicle are as detailed in Appendix C attached to and forming part of this RFP. Proponents may recommend changes or adjustments to the specifications outlined where the proponent believes that such changes or adjustments will result in a better-quality product in terms of efficiency, tractability, serviceability, or general operation. In all cases, the proponent should provide reasons for the recommended changes or adjustments to the RFP specifications in the initial proposal response documents.

**13.2 Specifications Not Outlined**

In terms of any of the Chief Command Vehicle specifications not detailed in this RFP, proponents are free to bid on the proposal as they choose, provided that the proponent's relevant specifications are detailed in the proposal response.

**13.3 Compliance with Laws and Regulations**

The completed Chief Command Vehicle must comply with all relevant Federal and Provincial motor vehicle laws and regulations.

**14.0 WARRANTY, INSURANCE, AND INDEMNITY****14.1 Chassis and Component Warranties**

Proponents shall list the standard warranties applicable to the vehicle chassis and other components of the completed Chief Command Vehicle, which are included in the bid price, and document additional or extended warranties that are available together with any special provisions and applicable costs.

**14.2 Manufacturer's Insurance**

The successful proponent (the "Proponent") will be expected to satisfy the Town that sufficient insurance is provided to protect the Town's direct investment in the event the Chief Command Vehicle is damaged or destroyed prior to delivery.

**14.3 Indemnity**

The Proponent shall release, indemnify, defend, and save harmless the Town, its officers, employees, servants, and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the Proponent's breach of the negligent acts or omissions of the Proponent or its employees, consultants, or agents.

**15.0 CHIEF COMMAND VEHICLE DELIVERY AND PAYMENT****15.1 Chief Command Vehicle Documentation**

All documentation required to register ownership in the name of the Town shall be provided prior to, or upon, delivery.

**15.2 Chief Command Vehicle Timetable**

Proponents must indicate the anticipated schedule for the delivery of the Chief Command Vehicle to Westlock Fire Department, located 9908 – 106 Street in Westlock, Alberta.

**15.3 Delivery Terms**

The successful proponent will be expected to deliver the Chief Command Vehicle based on FOB destination delivery terms, with the destination referred to as **9908 – 106 Street in Westlock, Alberta**. Modification of delivery terms can only occur with pre-approval from the Town.

**15.4 Contract Price**

All prices for the completed Chief Command Vehicle shall be stated in Canadian dollars. Any applicable Federal or Provincial taxes or levies must be included in the proposal response and are to be listed separately from the contract price.

**15.5 Payment Schedule**

Proponents will outline the proposed payment schedule with sufficient detail so as to allow evaluation by the Town of when progress payments, if applicable, may

become due.

#### **15.6 Holdback on Delivery**

In the event it is determined that the completed Chief Command Vehicle does not meet the specifications outlined in the Contract or that the completed Chief Command Vehicle is deficient in any way, the Town may, at the time of delivery, hold back sufficient funds to ensure compliance. The amount of the holdback, if any, and the provisions for the release of funds shall be subject to discussion between the Town and the Proponent. The remedy of any discrepancies and/or deficiencies by the Proponent must occur within a reasonable period of time, to the satisfaction of the Town.

#### **15.7 Late Delivery**

The Proponent will be required to notify the Town if, during the construction process, there is any change in the delivery date provided in the Contract and the reason behind the change in delivery date.

### **16.0 DISPUTE RESOLUTION**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or the Proponent's performance under this Contract, the Proponent and the Town agree first to try in good faith to settle the dispute by negotiations between senior management of the Proponent and the Town. If such negotiations are unsuccessful, the Proponent and the Town agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Proponent and the Town may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Town.

### **17.0 FORCE MAJEURE**

If either the Proponent or the Town are prevented from performing their obligations under the Contract, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Proponent and the Town under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Town shall grant to the Proponent a time extension for performance of any milestone dates required under the Contract as may be agreed with the Proponent or, if the Town and the Proponent are unable to reach agreement, as determined by the dispute resolution process under Section 16 of the Contract

### **18.0 NOTICE OF DEFAULT**

If the Proponent is in default of the performance of any of its material obligations set out in the Contract, the Town may, by written notice to the Proponent, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Town in its sole discretion, have not been taken to correct the default, the Town without limiting any other right it may have, may immediately terminate the Contract.

**APPENDIX A - INTEREST DISCLOSURE STATEMENT****Project #: DPC23-10****New Command Vehicle for Westlock Fire Department**

Proponent Name: \_\_\_\_\_

The Proponent, including its officers, employees, and any person or other entity working on behalf of, or in conjunction with, the Proponent on this procurement process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived, or potential conflict of interest regarding this procurement process as a result of:

State reasons(s) for Conflict of Interest:

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By signing below, I certify that all statement made on this form are true and correct to the best of my knowledge.

\_\_\_\_\_  
Print Name of Person Making Disclosure\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature of Person Making Disclosure\_\_\_\_\_  
Date Signed

**APPENDIX B – SAMPLE CONTRACT****PROJECT #: DPC23-10****NEW COMMAND VEHICLE FOR WESTLOCK FIRE DEPARTMENT**

BETWEEN:

**THE TOWN OF WESTLOCK**  
(Hereinafter called the "Town")

AND:

**PROPONENT**  
(Hereinafter called the "Proponent")

WITNESSETH that the TOWN and the PROPONENT undertake and agree as follows:

1. The Proponent will:
  - a) Provide all necessary labour, equipment, transportation, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the contract documents for the supply of a New Command Vehicle for the Westlock Fire Department.
  - b) Commence to actively proceed with the supply of the New Command Vehicle upon execution of the Contract and complete the work on or before \_\_\_\_\_.
2. The Town will pay to the Proponent, as full compensation for the performance and fulfillment of this Contract, \$ \_\_\_\_\_ (plus applicable taxes) in Canadian funds. Payment will be made within 30 days of receipt by the Town of a proper invoice for the New Command Vehicle in accordance with the Contract unless other payment terms are specified in the Proponent's proposal and are acceptable to the Town. The Town may, in its sole discretion hold back payment(s) otherwise due to the Proponent, on account of deficient work. This holdback may be held, without interest, until such deficiency is remedied. The items of deficiency and the amounts of related holdback shall be listed by the Town and notice given to the Proponent within seven (7) days of receipt of invoice.
3. The Request for Proposal, including Appendices A, C, D, and E, amendments, and addenda if any, Proponent's proposal submission, and any information that the Proponent provides are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. The Proponent, by signing this Contract and by completing Appendix A, Conflict of Interest Disclosure Statement, further affirms that no conflict of interest exists or prevents their entering into this Contract.
5. In the event of a dispute between the Town and the Proponent, this Contract will be governed by, and will be construed and interpreted in accordance with, all the laws of the Province of British Columbia.
6. The Proponent will adhere to the warranty conditions outlined in the Proponent's proposal submission and as outlined in section 7 below.

7. The warranty provisions are as follows:
  - a) *{To be completed based on the Proponent's proposal submission.}*
8. No implied contract of any kind whatsoever, by or on behalf of the Town, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants, and agreements made herein by the parties hereto are, and will be, the only contract, covenants, and agreements on which any rights against the Town may be founded.
9. This Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
10. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the Project Manager of the Town for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

*{Proponent Name and Address}*

Chief Administrative Officer  
Town of Westlock  
10003 – 106 Street  
Westlock, AB T7P 2K3

11. Where it is beyond control of the Proponent to meet the completion date as stipulated herein, the Proponent must immediately notify the Town in writing. Subject to the Force Majeure provisions of the Contract, it shall be at the Town's sole discretion to extend the completion date or waive any part or clause of this Contract.



IN WITNESS WHEREOF the parties have duly executed this Contract.

SIGNED ON BEHALF OF THE  
**TOWN OF WESTLOCK**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name And Title (Please Print)

SIGNED ON BEHALF OF  
**PROPONENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name And Title (Please Print)

\_\_\_\_\_  
Date

**APPENDIX C - MINIMUM SPECIFICATIONS  
FOR NEW COMMAND VEHICLE FOR THE WESTLOCK FIRE DEPARTMENT  
TENDER PROPOSAL SPECIFICATIONS**

If the unit is non-compliant on any of these specifications as outlined in Appendix C, then the third column on this form MUST be completed detailing what the variation being supplied is and the reason for the variation.

| GENERAL SPECIFICATIONS |                                                                                                                 | Compliant | Non-Compliant | State the variation being supplied if line item is non-compliant |
|------------------------|-----------------------------------------------------------------------------------------------------------------|-----------|---------------|------------------------------------------------------------------|
| 1.                     | To be a new full-size four-door Sport Utility-Type Special Service Vehicle designed for emergency services use. |           |               |                                                                  |
| 2.                     | The vehicle will be designed to provide sufficient clearances for off-road applications.                        |           |               |                                                                  |
| 3.                     | A factory keyless entry / remote start system will be included with the vehicle.                                |           |               |                                                                  |
| 4.                     |                                                                                                                 |           |               |                                                                  |
| 5.                     |                                                                                                                 |           |               |                                                                  |
| 6.                     |                                                                                                                 |           |               |                                                                  |
| 7.                     |                                                                                                                 |           |               |                                                                  |
| 8.                     |                                                                                                                 |           |               |                                                                  |

| <b>ENGINE, TRANSMISSION AND DRIVETRAIN</b> |                                                                                                                            | <b>Compliant</b> | <b>Non-Compliant</b> | <b>State the variation being supplied if line item is non-compliant</b> |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|-------------------------------------------------------------------------|
| <b>1.</b>                                  | The vehicle will be equipped with a gas fueled engine.                                                                     |                  |                      |                                                                         |
| <b>2.</b>                                  | The size of the engine will be a V-8. V-6 engines may be accepted – please provide horsepower and torque rating of engine. |                  |                      |                                                                         |
| <b>3.</b>                                  | The engine will provide high performance and offer fuel economy advantages. Provide specifications.                        |                  |                      |                                                                         |
| <b>4.</b>                                  | The vehicle will be equipped with an automatic transmission. Provide specifications.                                       |                  |                      |                                                                         |
| <b>5.</b>                                  | The vehicle will be equipped with Cruise Control.                                                                          |                  |                      |                                                                         |
| <b>6.</b>                                  | The vehicle will be equipped with a minimum of 8200lbs trailer-tow package with factory installed brake controller.        |                  |                      |                                                                         |
| <b>7.</b>                                  | The vehicle will be 4 x 4 capable with all necessary controls located within the passenger compartment.                    |                  |                      |                                                                         |
| <b>8.</b>                                  | The vehicle will be equipped with a factory installed block heater with 110V power connection.                             |                  |                      |                                                                         |

| <b>SUSPENSION AND BRAKING</b> |                                                                                                              | <b>Compliant</b> | <b>Non-Compliant</b> | <b>State the variation being supplied if line item is non-compliant</b> |
|-------------------------------|--------------------------------------------------------------------------------------------------------------|------------------|----------------------|-------------------------------------------------------------------------|
| <b>1.</b>                     | The suspension and steering are to be "heavy duty." Please specify unit ground clearance and turning radius. |                  |                      |                                                                         |
| <b>2.</b>                     | Unit comes with skid plate.                                                                                  |                  |                      |                                                                         |
| <b>3.</b>                     | Brakes are to be "heavy duty" including 4-wheel disc brakes. Please specify unit stopping distance.          |                  |                      |                                                                         |
| <b>4.</b>                     | Unit has power assisted braking.                                                                             |                  |                      |                                                                         |
| <b>5.</b>                     | Unit has ABS braking.                                                                                        |                  |                      |                                                                         |
| <b>6.</b>                     |                                                                                                              |                  |                      |                                                                         |
| <b>7.</b>                     |                                                                                                              |                  |                      |                                                                         |
| <b>8.</b>                     |                                                                                                              |                  |                      |                                                                         |

| TIRES AND RIMS |                                                                                                                                                 | Compliant | Non-Compliant | State the variation being supplied if line item is non-compliant |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|------------------------------------------------------------------|
| 1.             | Rims are to be at minimum seventeen (17) inches and made of steel or other heavy-duty material. Please provide size and material.               |           |               |                                                                  |
| 2.             | Minimum of five (5) lug nut bolts.                                                                                                              |           |               |                                                                  |
| 3.             | Spare tire included is full size.                                                                                                               |           |               |                                                                  |
| 4.             | Mounted tires are to be an aggressive "all weather" or equivalent, design. Please provide brand and tire specifications.                        |           |               |                                                                  |
| 5.             | Unit comes with an additional set of studded winter rated tires, mounted on alternate steel rims. Please provide brand and tire specifications. |           |               |                                                                  |
| 6.             | Tires are to be speed rated. Please provide rating.                                                                                             |           |               |                                                                  |
| 7.             |                                                                                                                                                 |           |               |                                                                  |
| 8.             |                                                                                                                                                 |           |               |                                                                  |

| ELECTRICAL |                                                             | Compliant | Non-Compliant | State the variation being supplied if line item is non-compliant |
|------------|-------------------------------------------------------------|-----------|---------------|------------------------------------------------------------------|
| 1.         | Heavy duty alternator a minimum of 220 amps. Please specify |           |               |                                                                  |
| 2.         |                                                             |           |               |                                                                  |
| 3.         |                                                             |           |               |                                                                  |
| 4.         |                                                             |           |               |                                                                  |
| 5.         |                                                             |           |               |                                                                  |
| 6.         |                                                             |           |               |                                                                  |
| 7.         |                                                             |           |               |                                                                  |
| 8.         |                                                             |           |               |                                                                  |

| BODY AND EXTERIOR |                                                                                                              | Compliant | Non-Compliant | State the variation being supplied if line item is non-compliant |
|-------------------|--------------------------------------------------------------------------------------------------------------|-----------|---------------|------------------------------------------------------------------|
| 1.                | The vehicle will be RED with no secondary colours (no exceptions). Include option for black over red "wrap." |           |               |                                                                  |
| 2.                | Includes power heated side mirrors.                                                                          |           |               |                                                                  |
| 3.                | The vehicle will be equipped with factory Fog Lights.                                                        |           |               |                                                                  |
| 4.                | The vehicle will be equipped with side-step style running boards. Please specify.                            |           |               |                                                                  |
| 5.                | Includes privacy tint for all rear windows.                                                                  |           |               |                                                                  |
| 6.                |                                                                                                              |           |               |                                                                  |
| 7.                |                                                                                                              |           |               |                                                                  |
| 8.                |                                                                                                              |           |               |                                                                  |

| <b>INTERIOR</b> |                                                                                                                                                                                                                               | <b>Compliant</b> | <b>Non-Compliant</b> | <b>State the variation being supplied if line item is non-compliant</b> |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|-------------------------------------------------------------------------|
| <b>1.</b>       | The vehicle will be capable of carrying five (5) adult passengers, two (2) in the front and three (3) in the rear, with their own independent restraint (seatbelt) systems.                                                   |                  |                      |                                                                         |
| <b>2.</b>       | The front seats will operate independently of one another.                                                                                                                                                                    |                  |                      |                                                                         |
| <b>3.</b>       | Front seat configuration shall be 20% front center seat delete with cloth 40/40 individual seats. If this option is not available, the center console or seat shall be removable for the installation of emergency equipment. |                  |                      |                                                                         |
| <b>4.</b>       | Front seats are to be heavy-duty cloth-type, dark in color.                                                                                                                                                                   |                  |                      |                                                                         |
| <b>5.</b>       | The driver's front seat will be provided with electric controls and lumbar support.                                                                                                                                           |                  |                      |                                                                         |
| <b>6.</b>       | The passenger front seat will be provided with electric controls and lumbar support.                                                                                                                                          |                  |                      |                                                                         |
| <b>7.</b>       | Floors are to be dark vinyl or equivalent, no carpet.                                                                                                                                                                         |                  |                      |                                                                         |
| <b>8.</b>       | Rear seats are to be heavy duty cloth. Please specify.                                                                                                                                                                        |                  |                      |                                                                         |
| <b>9.</b>       | Factory stock AM/FM factory radio system and speakers.                                                                                                                                                                        |                  |                      |                                                                         |
| <b>10.</b>      | Tilting/telescoping steering wheel. Please specify                                                                                                                                                                            |                  |                      |                                                                         |



| INTERIOR CONTINUED |                                                                                                                                                                                                                                                             | Compliant | Non-Compliant | State the variation being supplied if line item is non-compliant |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|------------------------------------------------------------------|
| 11.                | Hands Free Blue Tooth or similar communications technology allowing for telephone communications while in motion. This provision must not be located within the driver's rear-view mirror due to the requirement of the installation of a vehicle dash-cam. |           |               |                                                                  |
| 12.                | Includes climate control and air conditioning.                                                                                                                                                                                                              |           |               |                                                                  |
| 13.                | Includes Power door locks.                                                                                                                                                                                                                                  |           |               |                                                                  |
| 14.                | Includes Power windows.                                                                                                                                                                                                                                     |           |               |                                                                  |
| 15.                | Includes Aftermarket, high-quality molded floor mats specifically designed for the model vehicle.                                                                                                                                                           |           |               |                                                                  |
| 16.                | Please specify the volume of rear cargo area space.                                                                                                                                                                                                         |           |               |                                                                  |
| 17.                | Shall include driver compartment auxiliary dome lamp with red and white LED lighting.                                                                                                                                                                       |           |               |                                                                  |
| 18.                |                                                                                                                                                                                                                                                             |           |               |                                                                  |

| WARRANTY |                                                                                                     | Compliant | Non-Compliant | State the variation being supplied if line item is non-compliant |
|----------|-----------------------------------------------------------------------------------------------------|-----------|---------------|------------------------------------------------------------------|
| 1.       | Manufacturer Warranty for Vehicle. Please Specify terms of warranty (length of time, mileage, etc.) |           |               |                                                                  |
| 2.       |                                                                                                     |           |               |                                                                  |
| 3.       |                                                                                                     |           |               |                                                                  |
| 4.       |                                                                                                     |           |               |                                                                  |
| 5.       |                                                                                                     |           |               |                                                                  |
| 6.       |                                                                                                     |           |               |                                                                  |
| 7.       |                                                                                                     |           |               |                                                                  |
| 8.       |                                                                                                     |           |               |                                                                  |
| 9.       |                                                                                                     |           |               |                                                                  |