

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 25-1837

Being a by-law to award and authorize the execution of a contract with Battleshield Industries Ltd. for the supply and delivery of one (1) new NFPA 1901-compliant pumper fire truck for the Marten River Fire Department (RFP No. 2025-03).

WHEREAS

1. Sections 5(1), 5(3), and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, authorize the Council of a municipality to exercise its powers by by-law and to enter into agreements for municipal purposes; and
2. Section 401 of the *Municipal Act, 2001* authorizes municipalities to incur debt and issue debentures for capital expenditures; and
3. The Marten River Fire Department requires the replacement of its frontline pumper truck to meet current operational and safety standards; and
4. The Municipality issued Request for Proposals No. 2025-03 on May 20, 2025, seeking submissions for the supply and delivery of one (1) NFPA 1901-compliant pumper fire truck; and
5. Three compliant proposals were received and evaluated in accordance with the Municipality's procurement policy, and the proposal submitted by Battleshield Industries Ltd. received the highest evaluation score and offered the best overall value; and
6. Council deems it appropriate and in the public interest to award the contract to Battleshield Industries Ltd.;

NOW THEREFORE

The Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. Definitions

In this by-law:

- 1.1. "RFP" means Request for Proposals No. 2025-03.
- 1.2. "Vendor" means Battleshield Industries Ltd.
- 1.3. "Proposal" means the Vendor's submission dated May 27, 2025, attached as Schedule "A."

2. Contract Award

The contract for RFP No. 2025-03 is hereby awarded to Battleshield Industries Ltd. in the total amount of \$775,260.00, plus applicable taxes.

3. Execution of Agreements

- 3.1. The Chief Administrative Officer (CAO) and the Marten River Fire Chief are hereby authorized to execute all agreements and documents necessary to give effect to this By-law on behalf of the Municipality, subject to the conditions outlined herein.
- 3.2. Execution shall be subject to the following conditions:
 - 3.2.1. Final review and approval by the Municipality's legal counsel; and
 - 3.2.2. The contract shall substantially reflect the terms of the Proposal attached as Schedule "A."

4. Funding

The expenditure authorized under this by-law shall be funded as follows:

- 4.1. An amount to be determined from the Marten River Fire Department Reserve Fund, based on available reserves at the time of execution; and
- 4.2. The balance through the issuance of a municipal debenture in the 2026 Capital Budget, pursuant to section 401 of the *Municipal Act, 2001*.

5. Terms and Conditions

The final agreement shall incorporate, at minimum, all terms and conditions outlined in the Vendor's submitted proposal, attached hereto as Schedule "A. "

6. Terms of Delivery and Payment

6.1. Delivery shall occur no later than May 29, 2026, in accordance with Schedule "A."

6.2. No advance payment or deposit shall be made.

6.3. Final payment shall be issued no earlier than forty-eight (48) hours prior to delivery, subject to inspection and receipt of all documentation as specified in the Proposal.

7. Incorporation of Schedule

The Vendor's proposal, titled "Battleshield Industries Ltd. Response to RFP No. 2025-03 - Marten River Fire Department Pumper Truck Replacement, " along with RFP No. 2025-03, is attached hereto as Schedule "A" and forms an integral part of this by-law.

CLERICAL AMENDMENTS

The Clerk of the Municipality of Temagami is authorized to make minor corrections to this By-law after its passage. These corrections are limited to grammatical or typographical errors and must not alter the intent, substance, roles, responsibilities, or procedural requirements outlined in this By-law.

EFFECTIVE DATE

This By-law comes into effect on the date of final passing.

FINAL PASSING

Taken as read a first, second, and third time, and finally passed this 10th day of July, 2025.

Mayor: _____

Clerk: _____