

REQUEST FOR PROPOSALS CS-20-23

NEW RESCUE VEHICLE FOR SHELL-GLEN VOLUNTEER FIRE/RESCUE DEPARTMENT



TABLE OF CONTENTS

1.0	INTRO	ODUCTION	4
	1.1	Proposal Submissions	4
	1.2	Errors, Omissions, Clarifications	5
	1.3	Regional District's Right to Reject Proposal	6
	1.4	Waiver of Claims for Compensation	6
	1.5	Ownership of Proposals and Freedom of Information	7
2.0	PROP	POSAL FORMAT	7
3.0	PROP	POSAL EVALUATION AND SELECTION PROCESS	7
	3.1	Proposal Evaluation	7
	3.2	Initial Proponent Selection Process	8
	3.3	Selected Proponent Negotiations	8
	3.4	Termination of RFP Process	8
	3.5	Non-Compliance with RFP Requirements	8
	3.6	References	8
4.0	MANU	UFACTURER SELECTION	9
	4.1	Selection Criteria	9
	4.2	Evaluation Criteria:	9
5.0	CONT	TRACT	9
	5.1	Award of Contract	9
	5.2	Form of Contract	9
6.0	CHAN	NGES	9
7.0	LICEN	NSES AND PERMITS	10
8.0	DAMA	AGE TO EXISTING PROPERTY OR FACILITY	10
9.0	WOR	KSAFEBC	10
10.0	RIGH	TS OF WAIVER	10
11.0	SEVE	RABILITY	10
12.0	RESC	CUE VEHICLE FAMILIARIZATION	10
	12.1	Rescue Vehicle Drawings	10
	12.2	In-Service Training	10
	12.3	Service, Installation, Repair, and Operators Manuals	11
13.0	RESC	CUE VEHICLE SPECIFICATIONS	11
	13.1	Minimum Requirements	11
	13.2	Specifications Not Outlined	11
	13.3	Compliance with Laws and Regulations	11
14.0	WAR	RANTY, INSURANCE AND INDEMNITY	11
	14.1	Chassis and Component Warranties	11
	14.2	Manufacturer's Insurance	11
	14.3	Indemnity	11
15.0	RESC	CSUE VEHICLE DELIVERY AND PAYMENT	12
	15.1	Rescue Vehicle Documentation	12
	15.2	Rescue Vehicle Timetable	12
	15.3	Delivery Terms	12
	15.4	Contract Price	12



	15.5	Payment Schedule	12
	15.6	Holdback on Delivery	12
	15.7	Late Delivery	12
16.0	DISPU	UTE RESOLUTION	12
17.0	FORC	E MAJEURE	13
18.0	NOTIO	CE OF DEFAULT	13
APPE	ENDIX A	CONFLICT OF INTEREST DISCLOSURE STATEMENT	14
APPE	NDIX B	SAMPLE CONTRACT	15
APPE	ENDIX "C	>"	18
APPE	ENDIX "D	D"	29
APPE	ENDIX "E		30
APPE	ENDIX "F	="	32
FIGU	DF 1		33



1.0 INTRODUCTION

The Regional District of Fraser-Fort George (the "Regional District") invites proposals from qualified fire Rescue Vehicle manufacturers for the supply and delivery of a New Rescue Vehicle for Shell-Glen Volunteer Fire/Rescue Department. The proponent will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

Request for Proposal (RFP) documents may be obtained on, or after, Tuesday November 10, 2020.

- a) in a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca; or
- b) on the BC Bid® website www.bcbid.gov.bc.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:

Melanie Perrin, Manager of Public Safety Operations Regional District of Fraser-Fort George 155 George Street Prince George, BC V2L 1P8

Email: mperrin@rdffg.bc.ca

1.1 <u>Proposal Submissions</u>

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 General Manager of Financial Services, by delivery at the Regional District of Fraser-Fort George office, or by email, in the manner specified below, up to 2:00 p.m. local time on Monday, December 7, 2020. Proposals submitted by fax, or not in the original Regional District format will NOT be accepted. Any proposal received after the closing date and time (Monday, December 7, 2020 @ 2:00 p.m.) 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):

- Attention: General Manager of Financial Services Regional District of Fraser-Fort George 3rd Floor, 155 George Street Prince George, BC V2L 1P8
- 2. Request for Proposals, CS-20-23 New Rescue Vehicle for Shell-Glen Volunteer Fire/Rescue Department
- Responding Proponent's name and address.



For proposals that are sent by email, the complete proposal to the RDFFG's General Manager of Financial Services:

General Manager of Financial Services Email: purchasing@rdffg.bc.ca

The email topic is to be labelled in the subject line "RDFFG CS-20-23 - "Insert Company Name"".

Proposals will be received up to 2:00:00 p.m. on Monday, December 7, 2020. There will not be a public opening for the proposal.

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

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

The Regional District 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 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 Regional District that is unsigned will be rejected.

The Regional District 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, Melanie Perrin, mperrin@rdffg.bc.ca. The Regional District 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 Ms. Perrin 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 4:00 p.m. on Monday, November 30, 2020** 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 the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the RFP is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid (see S. 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 Regional District's Right to Reject Proposal

The Regional District 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 Regional District. 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 Regional District 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 Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest on the part of a proponent. Without limitation, the Regional District 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 Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; 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 Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

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 Regional District 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 Regional District 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 Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District 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:

- any actual or alleged unfairness on the part of the Regional District 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 Regional District not to award a contract to that proponent; or
- 3) the Regional District'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 Regional District, 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 propriety 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 Regional District become the property of the Regional District. The Regional District 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, C, D, and E 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 Rescue Vehicle for Shell-Glen Volunteer Fire/Rescue Department.
- g) Completed and signed Appendix D Schedule of Prices for Appendix C.
- h) Completed Appendix E Optional Equipment (if proponent elects to submit Appendix E).
- i) Complete contact information for three (3) references (see 3.6).
- j) 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 <u>Proposal Evaluation</u>

All proposals will be initially evaluated by the Regional District 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 Regional District:

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



3.2 Initial Proponent Selection Process

As a result of the initial written proposal evaluation, the Regional District 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 Regional District 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 Regional District. The Regional District 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 Regional District, 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 Regional District 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 Regional District.

3.4 Termination of RFP Process

The Regional District 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 Regional District to be in full compliance with the RFP requirements without exception.

All items in the proposal that are <u>not</u> 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 Regional District, without any obligation by the Regional District to either request clarifications, enter into detailed discussions, or negotiations with the proponent(s).

All bids must be submitted with completed Appendices A, C, and D 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 Regional District to select a proponent. The list of criteria is not in any order of priority. The Regional District, 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%
Nearest Service Facility	<u>5%</u>
Total	<u>100%</u>

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

5.2 Form of Contract

The Contract to supply and deliver the finished New Rescue Vehicle to Shell-Glen Volunteer Fire/Rescue Department will be in the form of:

- the complete CS-20-23 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 Regional District.

6.0 CHANGES

The Regional District, 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 Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in the Contract unless a "Change Order" form is completed and signed by the Regional District and the Proponent.

If, in the opinion of the Regional District, 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 Regional District based on a lump sum estimate submitted by the Proponent and accepted by the Regional District.



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 British Columbia with regard to its own activity under the Contract.

8.0 DAMAGE TO EXISTING PROPERTY OR FACILITY

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

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

9.0 WORKSAFEBC

The Proponent will use due care and take all necessary precautions to assure the protection of persons or property at the Site and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work, the Proponent will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Proponent will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work.

10.0 RIGHTS OF WAIVER

A waiver, or any breach of provision of this RFP 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 RESCUE VEHICLE FAMILIARIZATION

12.1 Rescue 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, rear, and top plan views of the Rescue Vehicle. AsBuilt 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 Rescue Vehicle will be provided to the members of Shell-Glen Volunteer Fire/Rescue 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 Rescue Vehicle, such as engine, transmission, front and rear axle, and engine status centre. All manuals shall accompany the Rescue Vehicle delivered to Shell-Glen Volunteer Fire/Rescue Department.

13.0 RESCUE VEHICLE SPECIFICATIONS

13.1 Minimum Requirements

The minimum requirements for the completed Recue 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 Rescue 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 Rescue Vehicle must comply with all relevant Federal and British Columbia motor vehicle laws and regulations and British Columbia's WorkSafeBC Regulations prior to delivery.

British Columbia Motor Vehicle Inspection to be completed prior to Rescue Vehicle delivery (see 15.3 for delivery terms).

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 Rescue 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 <u>Manufacturer's Insurance</u>

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

14.3 <u>Indemnity</u>

The Proponent shall release, indemnify, defend and save harmless the Regional District, 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 this Contract or the negligent acts or omissions of the Proponent or its employees, consultants or agents.



15.0 RESCSUE VEHICLE DELIVERY AND PAYMENT

15.1 Rescue Vehicle Documentation

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

15.2 Rescue Vehicle Timetable

Proponents must indicate the anticipated schedule for the delivery of the Rescue Vehicle to Shell-Glen Volunteer Fire/Rescue Department, located in Prince George, BC. The actual delivery date of the Rescue Vehicle and training date(s) of fire department personnel must be coordinated with Shell-Glen Volunteer Fire/Rescue Department in advance and with sufficient notice in order to accommodate fire department members' work schedules.

15.3 Delivery Terms

The successful proponent will be expected to deliver the Rescue Vehicle based on FOB destination delivery terms, with the destination referred to as Prince George, British Columbia. Modification of delivery terms can only occur with pre-approval from the Regional District.

15.4 Contract Price

All prices for the completed Rescue 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. Appendix D – Schedule of Prices, must be completed and included in the proposal package.

15.5 Payment Schedule

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

15.6 Holdback on Delivery

In the event it is determined that the completed Rescue Vehicle does not meet the specifications outlined in the Contract or that the completed Rescue Vehicle is deficient in any way, the Regional District 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 Regional District 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 Regional District.

15.7 Late Delivery

The Proponent will be required to notify the Regional District 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 performance of Services under this Contract, the Proponent and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Proponent and the Regional District. If such negotiations are unsuccessful, the Proponent and the Regional District 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 Regional District 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 Regional District.



17.0 FORCE MAJEURE

If either the Proponent or the Regional District 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 Regional District 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 Regional District 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 Regional District 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 Regional District 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 Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate the Contract.



APPENDIX A CONFLICT OF INTEREST DISCLOSURE STATEMENT

RFP CS-20-23 New Rescue Vehicle for Shell-Glen Volunteer Fire/Rescue Department

Proponent Nam	ne:	
	r, including its officers, employees, and any per n, the Proponent on this procurement process:	rson or other entity working on behalf of, or in
	is free of any conflict of interest that could be per procurement process.	ceived to improperly influence the outcome of this
		per procurement practices that can provide the age including obtaining and using insider type cipating in bid rigging.
	has an actual, perceived, or potential conflict of result of:	interest regarding this procurement process as a
State reasons(s	s) for Conflict of Interest:	
By signing belo	w, I certify that all statement made on this form ar	e true and correct to the best of my knowledge.
Print Name of F	Person Signing Disclosure	Representing: Company Name
Signature of Pe	erson Making Disclosure	Date Signed



APPENDIX B SAMPLE CONTRACT

RFP CS-20-23 NEW RESCUE VEHICLE FOR SHELL-GLEN VOLUNTEER FIRE/RESCUE DEPARTMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE, a local

government incorporated pursuant to the *Local Government Act* and having its business office located at: 155 George Street
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

PROPONENT

a company duly incorporated under the laws of British Columbia and having a place of business at: address address

(hereinafter called the "Proponent")

OF THE SECOND PART

WITNESSETH that the Proponent and the Regional District 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 Rescue Vehicle for the Shell-Glen Volunteer Fire/Rescue Department.
(b) Commence to actively proceed with the build of the New Rescue Vehicle upon execution of the Contract and complete the work on or before __________.

- 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.

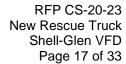


- 4. The Proponent, by signing this Contract and by completing Appendix A, Conflict of Interest Disclosure Statement, further affirms that no conflict of interest exists or prevents their entering into this Contract.
- 5. In the event of a dispute between the Regional District and the Proponent, this 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 Regional District, 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 Regional District 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 Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

Proponent Name and Address

Melanie Perrin, Manager of Public Safety Operations Regional District of Fraser-Fort George 155 George Street Prince George BC V2L 1P8.

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





(Name and Title) (Please print)

IN WITNESS WHEREOF the parties have duly executed this Contract. SIGNED ON BEHALF OF THE REGIONAL DISTRICT OF FRASER-FORT GEORGE Chair Date GM of Legislative and Corporate Services Date SIGNED ON BEHALF OF **PROPONENT** DO NOT SIGN SAMPLE ONLY Signature Date (Name and Title) (Please print) DO NOT SIGN SAMPLE ONLY Signature Date



APPENDIX "C"

MINIMUM SPECIFICATIONS FOR NEW RESCUE TRUCK FOR SHELL-GLEN VOLUNTEER FIRE/RESCUE DEPARTMENT NEW RESCUE TRUCK 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.

APP	APPENDIX C		Non- Compliant	State the variation being supplied if line item is non-compliant
CAB	& CHASSIS			
1.	Ford F550 Chassis, or equivalent make and model. To be 4 x 4. State what is being provided			
2.	Is ambulance package required in this application so as not to void any warranties? If yes, ambulance package is to be provided. State what is being provided			
3.	To be turbo diesel engine.			
4.	4-door, to seat 5 passengers.			
5.	Cab console to be provide, to provide storage. (detailed design to be discussed at pre-construction meeting).			



APP	ENDIX C	Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
6.	All seating positions to be WorkSafe BC compliant. Whiplash protection must be provided for a fire fighter having a height of 6' 5" at a minimum. The seats providing whiplash protection must provide support to the head. The height of the back of the seat, or adjustable headrest, must be such that the top of the seat or headrest is above the top of the fire fighter's ear (perpendicular to the seat).			
7.	Master battery disconnect switch. Location to be on floor near driver's seat. Final location to be discussed at pre-construction meeting.			
8.	Back up alarm installed and operates when in reverse.			
9.	Driver controlled differential lock up system, with indicator light on dash.			
10.	Full running boards for 4-door Ford F550.			
11.	Auxiliary spring package for Ford F550.			
12.	Exhaust and heat shields for diesel engine.			
13.	Mud flaps; front and rear axles.			
14.	Front and rear tires to be Mud and Snow Tires. Tires to be rated for heaviest loaded weight of equipped apparatus. State make and model of tires being provided			
15.	Grill guard/bush bar to be provided, to be black; prefer Warn or equivalent. State make and model being provided			



APP	APPENDIX C		Non- Compliant	State the variation being supplied if line item is non-compliant
16.	Winch carrier; prefer Warn or equivalent. State make and model being provided			
17.	12,000 lb electric winch to be provided. To be permanently mounted at front of chassis. State make and model being provided			
18.	Windows to be electrically controlled.			
19.	Grill – prefer not to be chrome. State what is being provided			
20.	Sun visors both sides.			
21.	Radio charger holder.			
22.	Kussmaul auto charge 1,000, to be auto eject.			
23.	Pre-wiring to be provided for VHF radio inside of cab. Final layout to be determined at pre-construction meeting. The fire department will be providing the radio, mic and speaker equipment.			
24.	Pre-wiring to be provided for one (1) antenna, to include antenna base mounted on cab roof and wires to run to VHF radio in cab. Exact location of VHF radio to be determined at pre-construction meeting.			
25.	To provide power bar, with six (6) 110-volt outlets, to be mounted in the cab below the radio charging shelf area.			



APPI	ENDIX C	Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
26.	Interior map reading light to be provided and installed.			
27.	Rims to be aluminum.			
28.	Two aluminum wheel chocks to be provided.			
29.	Clear emergency lights to shut off when parking brake is applied.			
30.	Windshield wipers to have multiple settings and intermittent functionality.			
31.	Steering wheel to be tilt and telescoping.			
32.	Side mirrors to be heated and remote controlled.			
33.	Back up camera to be included.			
BOD	Y			
1.	Modular aluminum body. State size and type being supplied:			
2.	Compartment doors to be roll-up design. State brand being provided			
3.	Rear compartment B1 door to also be roll up design.			



APP	ENDIX C	Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
4.	B1 to have large pull out tray. A generator is to sit at rear of tray, and a hydraulic pump is to sit in front of the generator. Generator is anticipated to be a 6000-watt gas powered unit. Hydraulic pump is Holmatro brand and measures approx. 2 feet wide by 2 feet high, by 2 feet long. Hydraulic pump must be removeable from the tray. Beside the hydraulic pump and generator is to be a vertical tool board, to be used to mount various hydraulic tools such as a hydraulic cutter, hydraulic spreader, hydraulic ram, etc. Department will provide the mounting brackets for this tool board. The vertical tool board must be built to hold the weight of these tools (and provide capacity for addition of more tools in the future), and is to also be mounted on the slide out tray, or can be mounted on its own slide out tray, next to the slide out tray that holds the generator and the hydraulic pump. (See Figure 1)			
5.	B1 is to have a shelf above the slide tray area, above the generator and the hydraulic pump. The shelf is to hold two Rescue 42's that are 36" long and two V-Struts that are 42.5" long. (See Figure 1)			
6.	B1 is to have an area above the shelf that is being proposed in Line #5. This area is to have two compartments, one on each side inside of B1. These compartments are to hold 100' each of Holmatro hydraulic Core hose line, coiled, with the lines being preconnected to the hydraulic pump. (See Figure 1)			
7.	Appendix F shows conceptual body and compartment design pictures for reference. Purpose is to help with the descriptions of the compartment design layout and provide a conceptual idea of what the department is looking to achieve.			



APPI	ENDIX C	Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
8.	L1 and R1 to be full/open transverse compartment/cross-box style. To have full length slide out tray. Weight rating of slide out tray to be minimum of 800lbs. Slide out tray to fully slide out either side of the apparatus to allow full access to items stored on the slide out tray from either side of truck. Tray must slide out as fully as possible. To have locking mechanism so that tray is locked in place when retracted and locked in place when extended. This compartment is to have two (2) adjustable and removeable shelves that run the full width of the body. Must accommodate a stretcher that is 83.5" long. State what the dimensions of useable space would be on each shelf:			
9.	L2 and R2 to be full/open transverse compartment/cross-box style. To have two (2) adjustable and removeable shelves			
10.	L3 to be full height compartment; top portion to hold a minimum of two (2) Scott SCBA packs (bottles used in packs will be both aluminum 2216psi and carbon fiber 2216psi). Bottom portion to have one (1) adjustable and removeable shelf.			
11.	R3 to be full height compartment; to have four (4) adjustable and removeable shelves.			
12.	The body has been designed to have three compartments per side, as detailed in these specifications, and shown in Appendix F showing truck body conceptual design. It is understood that four compartments per side may be required due to the dimensions needed for the slide out tray in B1. Please indicate what is being provided			



APPI	ENDIX C	Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
13.	Top of body to have a total of three (3) coffin boxes for equipment storage. Two (2) of the coffin box storage compartments are to run along the top side of the body, along each side, from front of body to rear of body. To have gas shocks to hold coffin box lids open. To have LED strip lighting on underside of the compartment lids to light up the compartments below. Compartments to have drains and plugs. Compartments to provide approximately 18" of useable height space inside of compartment and to be two feet wide.			
14.	The third top of body coffin box compartment is to be provided at the top side, front of body, between the two coffin box compartments that run the length of the body. To be the same dimensions as stated in Line #13. To have drains and plugs. To have same LED strip lighting and gas shocks as noted in Line #13.			
15.	Top of body to be built to hold the weight of firefighters walking on top to access the three (3) coffin box compartments located on top of the body. Checker plate, or method of slip-resistant surface, to be provided on walking surface.			
16.	Sweep out compartment floors with bottom edge lower than compartment floor. No exception.			
17.	Air vents to be in each compartment.			
18.	All compartments to be as large as possible.			
19.	All roll out trays to have containment lip.			



APP	ENDIX C	Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
20.	Lighting in all compartment areas to be provided by Amdor Luma Bar LED lights controlled by the compartment door opening. Lights to be mounted so that the entire compartment and each shelf area are lit. Lighting to be mounted on both sides of each compartment.			
21.	Compartment door "ajar" indicator system to be provided in cab.			
22.	Strong preference will be given to all wiring for the body of the apparatus to be hard-wired and not utilizing multi-plexing. State what is being provided in the bid			
23.	Preference is for wires to be permanently heat ink embossed with both number and function codes. State what is being provided			
24.	Provide siren amplifier; electric, with PA and microphone. To be within reach of the driver. State what is being provided in the bid			
25.	Fire Department would like as many compartments as possible. Compartments to be as deep as possible in order to take advantage of as much storage space as possible. Manufacturer is encouraged to be creative to take advantage of vacant space and suggest additional compartments.			
26.	To provide two (2) receivers – one on each side of chassis.			
27.	To provide one (1) receiver – on rear of chassis.			
28.	Two (2) tow loops, rear, outside. Two (2) tow loops, front.			



APPENDIX C		Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
29.	Aluminum rear wheel liners to be provided.			
30.	Wiring for rear receiver to be provided.			
31.	Electrical switch panel, Wired Rite or equivalent – 6 switches.			
32.	Siren: state what is being provided			
33.	Speaker for siren; state what is being provided			
34.	Entire under portion of the body, cab and chassis to be undercoated.			
35.	Wiring to be provided for generator that will be located in B1.			
36.	Rear access ladder to be provided to access top of truck where coffin box storage is located.			
37.	To provide four (4) weatherproof 110-volt AC duplex outlets; one on each side at the rear, one in L1, one in R1. To be 110V 15amp twist lock style.			
38.	Breaker circuit panel – state where this will be mounted and state how many breakers are being provided. Manufacturer to provide a minimum of two spare breakers. To provide minimum eight (8) switch breaker box. State what is being provided			



APPENDIX C		Compliant	Non- Compliant	State the variation being supplied if line item is non- compliant
LIGH	LIGHTS			
1.	Emergency lighting package, including side body lights rear body lights, grill/front lights, lightbar to be NFPA compliant.			
2.	Emergency lights to be operated by individual switches, and also by one master switch.			
3.	To provide a minimum of six (6) ground lights. Control of ground lights to be in cab. State what is being provided			
4.	All lights to be LED where possible.			
5.	Lights to be provided to illuminate step surfaces.			
6.	Two removeable and extendable 110-volt LED tripod "extenda lights", installed at rear of unit. To be plugged into exterior electrical box while mounted. Two outlets per light to be provided so one free outlet is available to be used per location at rear of unit. Must not interfere with operation of rear access ladder.			
7.	One remote control spotlight to be provide, and to be mounted on cab roof, passenger's side. State what is being provided			
DIME	DIMENSIONS			
1.	State total width of unit:			
2.	State total loaded weight of unit:			



APPENDIX C		Compliant	Non- Compliant	State the variation being supplied if line item is non-compliant
3.	State actual wheelbase of unit:			
4.	State actual overall length of unit:			
5.	State actual overall height of unloaded unit:			
FINISHING				
1.	Cab and body color to be red.			
2.	Undercoating and rust control to be provided on body.			
3.	Roll up body doors to be natural finish.			
4.	Fire Department's name to be provided on driver and passenger doors with graphics.			
5.	Reflective striping to be provided inside the cab doors.			
6.	4" reflective striping to be provided on sides of body, on roll up doors.			
7.	Provide details on warrantees that are included, specifically which supplier is the fire department to contact if issues arise. (ie. emergency lights, cab and chassis, etc.)			
8.	A label or decal on truck that indicates recommended fluid levels and types. Fire department to advise location of decal at preconstruction meeting.			
9.	Complete set of maintenance, service, and repair manuals for all equipment, including, but not limited to cab, engine, axles, etc.			



APPENDIX "D"

SCHEDULE OF PRICES FOR APPENDIX "C" - MINIMUM SPECIFICATIONS

Price submitted below reflects the full cost, excluding taxes, of the New Rescue Truck for Shell-Glen Volunteer Fire/Rescue Department, as specified in RFP CS-20-23 Appendix "C" "Minimum Specifications". This price sheet must accompany the bid package submitted.

Contract Price (not including taxes)	\$
GST	\$
PST	\$
Other (please specify)	\$
TOTAL	\$
Delivery Date	
Nearest Service Facility	
	Company Name
	Company Name
	Signature
	·
	Date



APPENDIX "E"

OPTIONAL EQUIPMENT

E. spec be qu	Proponent may choose to additionally bid on items included in Appendix If the Proponent wishes to bid on items in Appendix E, please provide ifications/brands/manufacturer etc. for options listed below. These items are to noted separately, and are <u>not</u> to be included in your price on the Schedule of Prices pendix D.	Price (excluding taxes)
1.	Cost to provide and install LED traffic indicator light bar at rear of apparatus.	
2.	Cost to provide two slides out trays; one slide out tray that comes out of L2, that extends to the body midline, and one that comes out of R2, that extend to the body midline.	
3.	Cost to provide four (4) LED body scene lights.	
4.	Cost to provide automatic tire chains.	
5.	Cost to provide 3000-watt inverter in the cab. Purpose is to run a laptop or tablet, charge batteries, charge Thermal Imaging Camera, etc. Outlet locations to be determined at pre-construction meeting. State make and model being provided	
6.	Cost to provide an onboard air compressor with outlet to provide minimum of 10 cfm, and minimum of 90psi to maximum of 130psi. Purpose is to supply air tools and lifting bags.	
7.	Cost to provide reel to hold 50 feet of airline hose. Reel to be electric operation.	
8.	Cost to provide anchor points at each top corner of the body, to provide 40kN at a minimum. Purpose is for us as back-ties for high directional pull.	
9.	Cost to upgrade winch size from 12,000lbs to 14,000 pounds.	
10.	Cost to provide one additional receiver on the front of the chassis.	
11.	Cost to provide two (2) electric reels to hold two lines of Holmatro hydraulic tool Core hose lines. Each reel to hold 100 feet of Core hose line.	
12.	Provide a 6000-watt gas powered generator, to be mounted on B1 tray. To have remote start.	
13.	Cost to upgrade from a 6000-watt gas generator to a 6000-watt diesel generator, to be plumbed to the truck diesel fuel tank. To have remote start.	
14.	Cost to provide SCBA air bottle wheel-well storage compartments, to hold either Scott Carbon Fiber or Scott aluminum 2216psi cylinders.	
15.	Cost to upgrade the shelf in B1 that holds the Rescue 42's and the V-Structs to a pull-out tray.	



The E. spec be que in Ap	Price (excluding taxes)	
16.	Cost to provide the following: B1 to have an electric cord reel. In between the two compartments holding the Core hose lines is to be an electric cord reel. The electric cord reel is to come with 200' of 12-gauge 3 wire cord and a 4-way outlet box. Reel to have electric rewind. Prefer Hannay ECR1618 or equivalent. Electric cord is to be connected to the generator. (See Figure 1) State what is being provided	
17.	Cost to supply and install a cellular booster capable of 3/4/5G, with a coverage radius allowing operation of devices outside of the apparatus.	
18.	Cost to supply and install a mount accessible from the front passenger seat, to accommodate a detachable tablet or laptop computer system. Please suggest brands and model numbers of the mount.	
19.	Cost to supply and install manufacturer recommended tablet or device. To be mounted on mounting system identified in Line #17. State make and model of device being provided	



APPENDIX "F" CONCEPTUAL PICTURES











FIGURE 1
OPTIONAL EQUIPMENT

