



REGIONAL DISTRICT of Fraser-Fort George

REQUEST FOR PROPOSALS PS-25-03

Beaverly Water Tender Cab and Chassis

Date Issued: April 9, 2025

Closing Location: Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8

Closing Date: May 2, 2025
2:00 pm (Pacific Standard Time)
No Public Opening

Inquiries: Email Bonnie Seitz at bseitz@rdffg.bc.ca
Deadline: April 22, 2025 at 4:00 pm

Note: Late submissions will not be considered

REQUEST FOR PROPOSALS

PS-25-03 Beaverly Tender Cab and Chassis

REQUEST FOR PROPOSAL (RFP) DOCUMENTS

RFP documents may be obtained on, or after the Issue Date as follows:

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

All subsequent information regarding this RFP, including amendments, Addendum(s) 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. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

The lowest or any proposal will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all proposals. Facsimile proposals will **NOT** be accepted.

DELIVERY OF PROPOSALS AND CLOSING DATE:

Proposals must be in English and must be submitted using the submission methods below. The submission must include a cover letter that identifies the RFP, identifies the Proponent and includes the signature of an authorized representative of the Proponent.

or

The Regional District will accept Proposals submitted by email or by direct delivery to the Regional District main office. All Proposals must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on May 2, 2025.

Proposals submitted by fax will **NOT** be accepted. Any Proposal received after the closing date and time will not be considered and will be returned to the Proponent.

Submissions must be **directly delivered** to the Regional District in either:

- Email format with the Proposal attached to the email in a PDF, or equivalent format and emailed to purchasing@rdffg.bc.ca. The subject line should read "**PS-25-03 Beaverly Water Tender Cab and Chassis.**" (The maximum file size able to be received by the Regional District is 35 MB); **or**
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent format; or
- Hard copy format, including three complete Proposal copies.

If submitting in a mail format (USB or hard copy), proponents should submit it in a sealed envelope with the following information written on the outside of the envelope containing the Proposal, as well as on the outside of the courier envelope (if sending by courier):



1. 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,
PS-25-03 Beaverly Water Tender Cab and Chassis
3. Responding Proponent's name and address.

To be considered, proposals must be signed by an authorized signatory of the proponent. By signing the proposal, the proponent is bound to statements made in response to this RFP. Any proposal received by the Regional District that is unsigned will be rejected.

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

The Regional District will not be responsible for any costs incurred by proponents as a result of the preparation or submission of a proposal 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.

The Regional District reserves the right to negotiate with any proponent at its discretion. The proponents 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.

PROPOSERS SITE MEETING

There will be no proponent's meeting for this RFP.

Questions relating to the RFP must be emailed directly to the Project Manager:

Bonnie Seitz

bseitz@rdffg.bc.ca

Deadline for question submissions is 4:00 p.m. (local time) April 22, 2025.

Those questions that are determined to be of a common interest to all potential proponents will be summarized and posted as Addendum(s) on the website.



TABLE OF CONTENTS

1.0	SUMMARY OF OPPORTUNITY	5
2.0	RFP PROCESS RULES	5
2.1	DEFINITIONS	5
2.2	ACCEPTANCE OF TERMS AND CONDITIONS.....	6
2.3	SUBMISSION OF PROPOSAL.....	6
2.4	ERRORS, OMISSIONS, CLARIFICATIONS.....	6
2.5	LATE PROPOSALS	6
2.6	CHANGES TO PROPOSALS	7
2.7	CONFLICT OF INTEREST	7
2.8	REJECTION OF PROPOSAL	7
2.9	LIABILITY FOR ERRORS	8
2.10	LIMITATION OF LIABILITY	8
2.11	OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION	9
2.12	CONFIDENTIALITY	9
2.13	NOT A TENDER.....	9
3.0	PROPOSAL FORMAT	9
4.0	PROPOSAL EVALUATION	10
4.1	PROPOSAL EVALUATION	10
4.2	SELECTED PROPONENT NEGOTIATIONS.....	10
4.3	TERMINATION OF NEGOTIATIONS AND/OR RFP PROCESS.....	10
4.4	COMPLIANCE WITH RFP REQUIREMENTS	10
5.0	SELECTION AND EVALUATION	11
5.1	SELECTION CRITERIA	11
5.2	EVALUATION CRITERIA:.....	11
6.0	CONTRACT	11
6.1	FORM OF CONTRACT	11
6.2	NOTIFICATION	12
7.0	CONTRACT PRICE	12
	<i>APPENDIX "A" SCHEDULE OF PRICES.....</i>	<i>13</i>
	<i>APPENDIX "B" GOODS AND SERVICES TAX INFORMATION</i>	<i>14</i>
	<i>APPENDIX "C" CONFLICT OF INTEREST DISCLOSURE STATEMENT</i>	<i>15</i>
	<i>APPENDIX "D" CONTRACT AGREEMENT</i>	<i>16</i>
	<i>APPENDIX "F" OPTIONAL EQUIPMENT.....</i>	<i>32</i>
	<i>ATTACHMENT "G" PTO SPECIFICATIONS</i>	<i>33</i>



1.0 SUMMARY OF OPPORTUNITY

The Regional District of Fraser-Fort George is requesting Proposals from qualified manufactures for the supply and delivery of a cab and chassis for Beverly Fire/Rescue. 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.

Beverly Fire/Rescue plans to replace the cab and chassis on their current Water Tender 12 with the new cab and chassis being purchased through this RFP. Beverly Fire/Rescue will transfer over the existing water tank, cabinets and PTO driven pump to the new cab and chassis. The completed new Water Tender 12 will be a fully functioning emergency responding fire apparatus, equipped with emergency lights, siren, horn, some cabinets, water pump and water tank. The proponent is only being requested to provide pricing on the cab and chassis in this RFP, however the Regional District sees benefit in ensuring that the proponent is aware of the final outcome of this project. If the proponent requires further information they are to reach out as outlined above in the RFP under the section referring to “Questions Relating to the RFP”.

Further details as to the scope of this opportunity and the requirements can be found in Appendix “E” and “F” of this RFP.

2.0 RFP PROCESS RULES

2.1 Definitions

“Addendum(s)” means all additional information regarding this RFP including amendments to the RFP.

“BC Bid” means the BC Bid website located at www.bcbid.ca.

“Board” means the Board of the Regional District.

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable.

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP.

“Contract” means the written agreement resulting from this Request for Proposal, if any, in accordance with this Request for Proposal.

“Contractor” means the successful Proponent to the RFP who enters into a Contract with the Regional District.

“Must” means a requirement that must be met in order for the Proposal to receive consideration.

“Project Manager” means the Regional District’s representative.

“Proponent” means the person submitting a Proposal.

“Proposal” means a submission in response to this request for Proposals.

“Regional District” means the Regional District of Fraser-Fort George.



“Request for Proposals” or “RFP” means the request for proposals described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).

“Should”, or “may” means a requirement having a significant degree of importance to the objective of the request for Proposals, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.

2.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addendum(s).

2.3 Submission of Proposal

Proposals must be submitted before Closing Time using one of the submission methods set out on page 2 of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

2.4 Errors, Omissions, Clarifications

It is the sole responsibility of the Proponent to ascertain that they have received a full set of RFP documents. Upon submission of their Proposal, the Proponent will be deemed conclusively to have been in possession of a full set of RFP documents.

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part therein, should immediately request clarification from the Project Manager, by email to: bseitz@rdffg.bc.ca.

All requests for clarification or inquiries must be made by April 22, 2025, at 4:00 p.m. in order that addendum(s), if necessary, are issued in time for all Proponents to complete their Proposal submission and have it delivered to the Regional District office prior to the closing time on the submission date.

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.

It is the sole responsibility of the Proponent to check for addendums.

2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Regional District at the Closing Location will prevail whether accurate or not.



2.6 Changes to Proposals

By submitting written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals.

2.7 Conflict of Interest

When submitting a Proposal, the Proponent must complete, sign and include with their Proposal a Conflict-of-Interest Disclosure Statement (Appendix "C").

The Regional District may reject a Proposal based on an actual, potential or perceived conflict of interest.

The Regional District may 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 a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; 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 a consultant involved in the procurement process or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

(collectively, "Restricted Parties")

A Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or maybe, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Proponent and the person for which the advance opinion is requested.
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Proposal based on the information provided.

2.8 Rejection of Proposal

The Regional District may, in its sole discretion, 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's intent is to enter into a Contract with the Proponent who has submitted the best offer. The Regional District reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the best value offered to the Regional District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Proposal which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Proposal submitted;
- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
- d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
- e. accept a Proposal which is not the lowest Proposal; and
- f. cancel or reissue the RFP without any changes.

Without limiting any other provision of this RFP, the Regional District may, in its sole discretion, reject a Proposal submitted by a Proponent, if the Proponent or any officer or director of a corporate Proponent, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

2.9 Liability for Errors

The Regional District will not be responsible for any costs incurred by Proponents as a result of the preparation or submission of a Proposal pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent's responsibility. If errors are discovered, they will be corrected by the Proponent at their expense.

Proponents acknowledge that the Regional District, in the preparation of the RFP supply of oral or written information to Proponents, review of Proposals or the carrying out the Regional District's responsibilities under this RFP, does not owe a duty of care to the Proponents.

2.10 Limitation of Liability

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Request for Proposal process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Proposal or otherwise not complied with the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.



2.11 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 proprietary information.

All documents, including Proposals, submitted to the Regional District become the property of the Regional District.

As an exception to Proposals being received and held in confidence, Proponents are advised and acknowledge that any contract entered into as a result of this Proposal may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Proposals, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

2.12 Confidentiality

In accordance with the Freedom of Information and Protection of Privacy Act, the Proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Proponents as a result of this RFP except insofar as such publication, release or disclosure is required by the laws of British Columbia.

2.13 Not a Tender

This RFP is not a tender call, and neither it nor the submission of any response to this RFP creates a tender process or a "Contract A".

3.0 **PROPOSAL FORMAT**

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 number and title, 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.
- c. Table of contents including page numbers.
- d. A summary of the key features of the Proposal, including any suggested changes and reasons or justifications for the suggested changes.
- e. Completed Appendix "A", Schedule of Prices (All Proponents should use this form).
- f. Completed Appendix "B", " ", Good and Services Tax Information.



- g. Completed and signed Appendix "C", Conflict of Interest Disclosure Statement.
- h. Completed Appendix "E", Minimum Specifications.
- i. Completed Appendix "F", Optional Equipment.
- j. Workplan including start date, milestones, and project completion date.
- k. Three references that may be contacted for the purpose of confirming your company's experience.
- l. **All amendments and Addendum(s), if any issued for this RFP. Each amendment and Addendum(s) should be signed by the Proponent and included with the Proposal and will form part of the Proposal and Contract.**

4.0 **PROPOSAL EVALUATION**

4.1 Proposal Evaluation

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP, and to determine that which is most favourable to the interests of the Regional District. Proposals will be assessed by a committee formed by the Regional District.

4.2 Selected Proponent Negotiations

The Regional District, at its sole discretion, may 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 and/or detailed discussions.

The Regional District may enter into negotiations with any Proponent without requiring any other Proponents to make any presentations or require any other Proponents to enter into detailed discussions with the Regional District.

4.3 Termination of Negotiations and/or RFP Process

The Regional District may terminate contract negotiations with any Proponent, and to enter into contract negotiations with any other Proponent if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily completed in the best interests of the Regional District. 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.

4.4 Compliance with RFP Requirements

All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal.

All items in the Proposal that are **not** in full compliance, or that vary from the specific requirements, should be clearly identified in the Proposal as non-compliant and/or variant, and should 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, will 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).

5.0 **SELECTION AND EVALUATION**

5.1 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 particular order of priority. The Regional District, in its sole judgment, will base the selection of a successful Proponent on a combination of the criteria.

5.2 Evaluation criteria:

TITLE	
EVALUATION CRITERIA	WEIGHT
Relevant Experience and References	20
Compliance with RFP Requirements and Appendix E "Minimum Specifications"	30
Nearest Service Facility	5
Price	40
Delivery Date	5
Total	100

6.0 **CONTRACT**

6.1 Form of Contract

The proponent will be required to enter into a service agreement prior to commencing work and subject to negotiation between the Regional District and the Proponent. The contract will include this RFP, Conflict of Interest Disclosure Statement, all appendices, amendments and Addendum(s), as well as the successful Proponent's submission.

The successful Proponent will also have to meet the following requirements:

- Be compliant with BC Occupational Health and Safety statutes and supply a WorkSafeBC Clearance Letter.
- Meet a number of insurance provisions including Commercial General Liability in an amount of at least \$3,000,000 and appropriate owned and non-owned automobile insurance coverage if automobile use is required.
- All materials produced will become the exclusive property of the Regional District.



6.2 Notification

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

7.0 CONTRACT PRICE

APPENDIX “A” – SCHEDULE OF PRICES must be completed, signed, and included in the Proposal submission. All prices for the work should be stated in Canadian dollars. Taxes should be shown as separate line items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.



APPENDIX "A"
SCHEDULE OF PRICES

Price submitted below reflects the full cost, excluding taxes, of the Beverly Water Tender Cab and Chassis, as specified in RFP PS-25-03 Appendix "E" Minimum Specifications for Beverly Water Tender Cab and Chassis. This price sheet must accompany the bid package submitted.

Contract Price (not including taxes)	\$ _____
GST	\$ _____
PST	\$ _____
Other (please specify)	\$ _____
TOTAL	\$ _____

State Delivery Date being Submitted: _____

Nearest Service Facility _____

Authorized Signatory Signature

Name of Proponent

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

APPENDIX "B"
GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name _____

Address _____

City _____ Province _____

Postal Code _____ Phone Number _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, Please fill in the following (check appropriate box):

☐ Supplier qualifies as a small supplier under s.148 of the legislation

☐ Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date



APPENDIX "C"
CONFLICT OF INTEREST DISCLOSURE STATEMENT

RFP PS-25-03
Beaverly Water Tender Cab and Chassis

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 reason(s) for Conflict of Interest:

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

Print Name of Person Signing Disclosure

Authorized Representative of:

APPENDIX “D”
CONTRACT AGREEMENT

SAMPLE CONTRACT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local Government incorporated pursuant to *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

THE PROPONENT

a company duly incorporated under the laws of *Province*
and having its business office located at:
Street Address
City, Province, Postal Code

(hereinafter called the “Contractor”)

OF THE SECOND PART

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. **SCOPE OF SERVICES:** The Regional District requires Services as proposed by the Contractor in their Proposal in response to Request for Proposal PS-25-03 Beverly Water Tender Cab and Chassis that may include, but are not limited to, the following:

(To be finalized as per accepted Proposal)

A start date for the commencement of the outlined services will be mutually agreed upon by the Regional District and the Contractor.

2. **DELIVERABLES:** The Regional District will become the sole owner of the materials provided as a deliverable of the Contract. All documents related to the Contract shall be provided to the Regional District in hard copy and an electronic format. All drawings will be in an AutoCAD 2007 or higher format. All text documents will be in a Microsoft Word and PDF format. All table documents will be in Microsoft Excel xlsx format.



3. **DURATION OF CONTRACT:** The duration of the Contract will be from 12:01a.m., on the execution of the Contract and will conclude upon completion of the project.
4. **TERM AND TERMINATION:** The term of this Contract shall commence on **execution date** and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Contract at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The Contractor or the Regional District may terminate this Contract immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.
5. **NOTICE OF DEFAULT:** If the Contractor is in default of the performance of any of its material obligations set out in this Contract, then the Regional District may, by written notice to the Contractor, 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 this Contract.
 - 5.1 The Regional District shall compensate the Contractor for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor prior to the termination of the Contract, will be provided to the Regional District within ten (10) business days of the termination date.
6. **SCHEDULE OF PRICES:** The Contractor will be compensated for its Services. See Schedule Below

(To be completed as per the accepted Proposal)

- 6.1 The Regional District shall pay the Contractor, within thirty (30) days of receipt of an invoice from the Contractor, the amount owing for the Services performed to the date of the invoice. All invoices from the Contractor must reference **PS-25-03 RFP Beaverly Water Tender Cab and Chassis**.
- 6.2 Where the Regional District has established a milestone date for the performance or completion of certain of the Services, and the Contractor has not completed the Services in accordance with the milestone date, then the Regional District shall not be obligated to pay the Contractor under this section until the Contractor has completed the milestone event.
- 6.3 Where the Regional District is not satisfied with the Services provided by the Contractor, the Regional District may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the Regional District by other persons.



7. **STANDARD OF CARE:** The Contractor will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Contractor's profession currently practicing in the same locality under similar conditions. This includes ensuring that any Qualified Professionals have acquired sufficient knowledge of the work to be completed and are properly qualified to complete such work. All deliverables will include the seal, or equivalent, and signature of the Qualified Professional and include a disclosure statement that the individual(s) is qualified to undertake the Work.
8. **INDEPENDENT CONTRACTOR:** The Contractor shall be fully independent and shall not act as an agent or employee of the Regional District. The Contractor shall be solely responsible for its employees, and any subcontracts the Contractor lets, and for their compensation, benefits, contributions, and taxes, if any.
9. **INSURANCE:** The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as an additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of this Contract:
 - i. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
Prior to execution of a Contract, the Contractor will supply a Certificate of Insurance demonstrating coverage requirements as listed above.
 - ii. Where the Contractor requires the use of automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
 - iii. Equipment insurance on all equipment owned or rented by the Contractor is to be insured to its full insurable value. The Contractor hereby agrees that the Regional District is not responsible for any costs for loss or repair of equipment used by the Contractor other than those costs already provided in the Schedule of Prices herein.



The Contractor shall ensure that all subcontractors forming from this Contract meet and are bound by the insurance requirements outlined above.

10. **WORKSAFE:** The Contractor will ensure that all work performed in British Columbia by the Contractor is performed in compliance with the British Columbia WorkSafe BC and regulations and guidelines under this Act. If the Contractor does not comply with this requirement, the Regional District may terminate this Contract for cause without prior notice to the Contractor.

The Contractor must be registered and in good standing at all times with WorkSafeBC, or an equivalent Provincial Authority, if required or permitted under the Act and shall maintain such good standing during the term of this contract and any subsequent extensions. It is the responsibility of the Contractor to determine their registration status. Prior to commencing the project, the Contractor will be required to supply a Clearance Letter that the Contractor is in good standing with WorkSafeBC, or an equivalent Provincial Authority. The Regional District may request a Clearance Letter at the conclusion of the Project demonstrating the Contractor has maintained its good standing throughout the Project period and payments are current.

When requested to do so by the Regional District, the Contractor will provide an Occupational Health & Safety Plan and any supporting procedures and records pertaining to the Work under the Contract.

11. **INDEMNITY:** The Contractor 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 Contractor's breach of this Contract or the negligent acts or omissions of the Contractor or its employees, contractors or agents.
12. **CHANGES:** The Regional District may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the Contractor's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the Regional District shall increase the amount of the service fee payable under the Schedule of Prices section of this Contract by an amount agreed upon by the Contractor or, where the parties are unable to agree, as settled in accordance with the Dispute Resolution section of this Contract.
13. **NOTICE:** Any notices related to this Contract shall be in writing and either mailed or delivered to the address on Page 1 of this Contract, or other such addresses that either the Regional District or the Contractor may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.
14. **FORCE MAJEURE:** If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, 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 Contractor



and the Regional District under the Contract shall be suspended for so long as the conditions 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 Contractor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Section 18 of the Contract. Where, as a result of Force Majeure, there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Section 6 of this Contract, as may be agreed by the Contractor or as determined under Section 14 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 5.1 of this Contract.

15. **INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to the Contractor by the Regional District will be returned to the Regional District upon completion of the Services. The Contractor may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by the Contractor under this Contract are instruments of service. The Contractor may retain one (1) copy of all documents produced for the Regional District under this Contract.
16. **REGIONAL DISTRICT'S RESPONSIBILITIES:** The Regional District agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the Regional District with the Contractor.
 - 16.1 The Regional District shall release, indemnify, defend, and save the Contractor harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the Regional District's breach of this Contract; (ii) the negligent acts or omissions of the Regional District or its employees, contractors, or agents.
17. **ASSIGNMENT AND SUBCONTRACTING:** This Contract does not create any right or benefit in anyone other than the Regional District and the Contractor and shall not be assigned by either party without the prior written approval of the other party.
18. **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 Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor 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 Contractor 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 British Columbia.

19. **WAIVER OF TERMS AND CONDITIONS:** The failure of either the Contractor or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Contractor or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
20. **SEVERABILITY:** Every term or condition of this Contract is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Contract has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
21. **GOVERNING LAWS:** This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.
22. **ENTIRE CONTRACT:** The terms and conditions set forth herein and **RFP PS-25-03** and the Contractor's Proposal submission constitute the entire understanding and agreement of the Contractor and the Regional District with respect to the Services and Work to be completed. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Contractor agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.
23. **RELATIONSHIP:** The legal relationship between the Contractor and the Regional District shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Contract shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.
- 23.1 This Contract shall not prevent either party from entering into similar agreements for Services from or to others.



The Regional District and the Contractor have caused this Contract to be executed by their respective duly authorized representatives.

REGIONAL DISTRICT OF FRASER-FORT GEORGE

Chair

Date

General Manager of Legislative and
Corporate Services

Date

PROPONENT

Signature

Signature

Name

Name

Title

Title

Date

Date

**APPENDIX E MINIMUM SPECIFICATIONS
FOR NEW CAB AND CHASSIS
FOR BEAVERLY FIRE/RESCUE**

		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
CAB & CHASSIS				
1.	2025 M2 112 Plus Conventional Chassis. For Fire Service Emergency Vehicle. All seats are to have seat covers; to be thick durable/heavy duty material.			
2.	Headlights to be LED and to be heated.			
3.	Driver's seat and officer's seats both to be air ride seats. State the make and model _____.			
4.	All side windows to be electrically controlled, with driver's window switches near driver's window to be within easy reach of driver. Control switch for each window to be located at each window. Switches to control all windows to be installed within reach of the Driver's seat as well.			
5.	All seating positions to be BC WCB 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). Seats to have arm rests.			
6.	Cab to come with full air conditioning.			
7.	Two (2) electric fans are required. One each side top of windshield.			

		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
8.	Head lights to not shut off with parking brake. To be manually controlled.			
9.	Two (2) driving lights, to be flush mounted in front bumper.			
10.	Two (2) LED engine compartment lights.			
11.	All bumper cut-outs to be completed prior to chroming of bumper if chrome is being provided.			
12.	All lights to be LED.			
13.	To have Racor fuel filter with primer pump or electric primer pump. State what is being provided. _____.			
14.	AM/FM/WB Radio with Aux inputs.			
15.	Windows to be tinted.			
16.	450 HP minimum. Fire service application, with synthetic oil, diesel and Jake Engine Brake on the valve train. State what is being provided _____.			
17.	Fire Department to be supplied with all the equipment needed to do manual re-generation of exhaust fumes, unless an engine without a re-generation system can be purchased.			
18.	Prefer the engine to be provided without an exhaust re-gen system. State what is being provided.			

		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
19.	Sun visors both sides.			
20.	Park brake warning light.			
21.	Engine hour Gauge			
22.	Door Protection – Lower scuff plates.			
23.	Heater and Defrosters must have maximum output available.			
24.	The cab soundproofed to 80dbls.			
25.	Two handrails at door, minimum 30" of usable rail.			
26.	Install handles on inside of cab doors down low near door hinge.			
27.	Master battery disconnect switch installed in cab. Location to be finalized at preconstruction meeting.			
28.	The interior map reading light to be red with high and low settings.			

		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
29.	Mud flaps or front axle.			
30.	Two (2) tow loops to be installed at front of the truck. Closed loop chrome.			
31.	Two (2) tow loops to be installed at rear of truck. Closed loop chrome.			
32.	No block heater required.			
33.	Air controlled fan hub, with Auto/Manual dash control with light on dash (if fan quits while driving can switch on manually)			
34.	Safety warning system with buzzer and light.			
35.	Three-piece 14-inch front bumper. Grade 8 threaded hex headed frame fastener.			
36.	Air filter restriction gauge mounted in engine compartment.			
37.	High idle switch with cruise control option.			
38.	Exhaust to discharge to right side ahead of rear wheels, to fit Plymovent exhaust extrication system, magnetic system.			
39.	Provide minimum of 270-amp alternator, must be available in BC.			
40.	Provide (3) six 12-volt batteries, to be heavy duty commercial batteries if possible			
41.	Allison 4000 EVS automatic transmission or better, set-up for the fire service, electronic shift selector, with synthetic oil. Programmed for 5-4-3-2 auto downshift. 6th gear to be added with Left Hand PTO.			
42.	Dual bright mirrors heated and remote controlled, with 8" bottom convex.			

		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
43.	Steering wheel must tilt and telescoping ability.			
44.	All wiring to be protected by auto-resetting circuit breakers.			
45.	Full line of dash gauges to be provided.			
46.	To supply a "winter front" and "bug screen".			
47.	Interior color of cab to be Black Onyx.			
48.	High idle switch on dash. Wiring for remote hand throttle, left side behind cab for running pump.			
49.	NFPA compliant ember screen and fire-retardant Donaldson Air Cleaner factory installed			
50.	Bendix Tire Pressure Monitor in dash for all wheels.			
51.	Handrails, steps, tow eyes and mud flaps to conform to ULC and Work Safe BC Standards.			
52.	Wires will be permanently heat ink embossed with both number and function codes.			
AIR BRAKES				
53.	ABS air brakes with auto slack adjusters. Haldex required			
54.	Air dryer with heater. State what type is being provided			

		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
55.	Air compressor 18.7 CFM or larger.			
56.	Pressure relief valves on air compressor and air dryer.			
57.	Service brake relay valve			
58.	Spring break relay valve with anti-compound.			
59.	NFPA rapid air build-up system, with shoreline air connection, with check valve on air tank, located front edge of driver's step. Location to be confirmed on pre-construction meeting.			
60.	Spring break modulation valve.			
61.	S-Cam brakes front and rear, extended life rated.			
62.	Front air brakes, minimum 16.5 x 6 size brake shoes, non-asbestos brake lining. Fire and Emergency severe service.			
63.	Rear air brakes, minimum 16.5 x 7 size brake shoes, non-asbestos lining with long stroke air pots. Fire and Emergency severe service.			
AXLES FRONT AND REAR				
64.	14,600 lb minimum front axle rating required. Axle and suspension must be rated higher than the heaviest loaded weight at a minimum. With synthetic oil. State what size of axle and brand is being provided _____			
65.	31,000 lb. minimum rear axle rating required. Axle and suspension must be rated higher than the heaviest loaded weight at a minimum. With synthetic oil. Rear axle ratio to be set for maximum speed of 130km/hr. State what size of axle and brand is being provided _____ .			
66.	10 Stud pilot hubs with steel brake drums; front and rear.			

67.	Synthetic oil for hubs			
		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
68.	Front and Rear dust shields			
69.	Mud and snow tires to be provided. Front tires to be steering tread, to be Michelin XDN-2 12R22.5 Rear tires to be Michelin XDN-2 12R22.5			
70.	Tires and rims to match axle ratings. Rims to be aluminum. State the brand of rim that is being provided_____.			
71.	Driver controlled Differential lock up with dash light.			
DIMENSIONS				
72.	190" Wheelbase 124" from back of cab to center of rear axle			
PTO FOR FUTURE FIRE PUMP PROVISION				
73.	NFPA rated PTO, Model AP50, 500GPM. Pump and Roll with Rear Axle Ratio 4.30, Torque converter model TC531 with Tire RPM496. **Refer to Appendix G for specifications for this PTO.			
MISCELLANEUOS				
74.	Two aluminum wheel chocks.			
75.	Back up Alarm.			
76.	Must meet all DOT and CVIP standards for reflectors and lighting.			

		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
PAINTING				
77.	The truck will be two tone color, white and red. Fire Department to supply color code and paint layout.			
BID TO INCLUDE				
78.	A weight balance calculation.			
79.	A driveline analysis of a typical installation.			
80.	Details of service facility, hours of operation, size, locations, number of bays, paint and body capabilities.			
81.	Delivery to Prince George, B.C			
82.	Number of service vehicles.			
83.	Preference is that proponent's service is not third party. Please state what is being provided.			
84.	A label or decal on truck that indicates recommended fluid levels and types. Fire Department to advise on the location of decal at preconstruction meeting.			
85.	Complete set of maintenance, service and repair manuals for all equipment. Including but not limited to; cab, engine, axles etc.			
86.	1 Year Motor Vehicle Inspection.			
87.	All changes must go through a documented change order process and be signed off by both the Regional District of Fraser-Fort George and the Manufacturer.			



		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
EMERGENCY LIGHTING SPECIFICATIONS				
88.	Clearance Lights. All clearance lights are to be LED.			
89.	Notes: A- All lights are to have clear lenses. B- All lights are to have Chrome bezels around them where applicable.			




APPENDIX "F"
OPTIONAL EQUIPMENT

		Price (excluding Taxes)
1.	Provide pricing for Hendrickson FireMaxx Ex@31,000# Rear-Air Suspension for Fire/Emergency Service.	
2.	Provide pricing for upgrade to a "Cab and a Half" (Club Cab)	
3.	Provide price on extended warranty on all components.	



ATTACHMENT "G"
PTO SPECIFICATIONS

		Hale Products, Inc. 607 NW 27th Avenue Ocala, FL 34475 (352)-629-5020 www.haleproducts.com		Date: <input type="text"/>	
				PTO/PUMP RECOMMENDATION FORM	
				REVISION: A	
Customer Information					
Contact Name:	<input type="text" value="Trevor Edwards"/>			Company:	<input type="text" value="HUB Fire Engines"/>
Address:	<input type="text" value="3175 McCallum Rd."/>			Contact Email:	<input type="text" value="trevor@hubfire.com"/>
City:	<input type="text" value="Abbotsford BC"/>			Phone:	<input type="text" value="(604) 859-3124"/>
State:	<input type="text" value="Canada"/>	Zip Code:	<input type="text" value="V2S 7W5"/>		
Chassis Information					
Chassis Model:	<input type="text" value="Freightliner"/>			Engine Model:	<input type="text" value="DD13"/>
Engine Make:	<input type="text" value="Detroit"/>			Engine Model Year (If Not Current Model):	<input type="text"/>
Engine Horsepower:	<input type="text" value="450"/> HP	@	<input type="text" value="1625"/> RPM	Peak Torque:	<input type="text" value="1650"/> LB/FT @ <input type="text" value="975"/> RPM
Governed Speed:	<input type="text" value="1900"/> RPM				
Transmission Information					
Transmission Make:	<input type="text" value="Allison"/>	Model:	<input type="text" value="EVS4000"/>		
For Allison 3000 <u>ONLY</u> : <input type="checkbox"/> SIDE/SIDE (PTO Ports @ 4 & 8 O'Clock) <input checked="" type="checkbox"/> TOP/SIDE (PTO Ports @ 1 & 8 O'Clock)					
Pump Information					
Pump Model (If Known):	<input type="text" value="AP50"/>	Rated Flow:	<input type="text" value="500"/> GPM	NFPA Rated?	<input checked="" type="checkbox"/> YES
				If Not, List Other:	<input type="text"/>
Pump & Roll Information - If Required, Fill Out Information Below:					
NFPA Required?	<input checked="" type="checkbox"/> YES			Desired Engine Speed:	<input type="text"/> RPM
If Not, List Performance:	<input type="text"/> GPM	@	<input type="text"/> PSI	Engine Idle Speed:	<input type="text"/> RPM
Rear Axle Ratio:	<input type="text" value="4.30"/>	Torque Converter Model:	<input type="text" value="TC531"/>	Tire RPM:	<input type="text" value="496"/> Rev/Mile
PLEASE FILL OUT FORM ABOVE OF RELEVANT DATA - ANY MISSING INFORMATION MAY DELAY RECOMMENDATION					
Additional Customer Comments:					
<input type="text" value="Customer pump SN: 04A0351"/>					
Hale Pump Application Section					
Pump Information					
Actual Pump Model:	<input type="text" value="AP50-25"/>	Rated Flow:	<input type="text" value="500"/> GPM	Pump Ratio:	<input type="text" value="2.55"/>
PTO Information					
PTO Make:	<input type="text" value="CHELSEA"/>	Model:	<input type="text" value="871XEFJP-*5"/>	% Engine:	<input type="text" value="1.61"/>
PTO Mounting Location:	<input type="text" value="LEFT"/>	Rotation:	<input checked="" type="checkbox"/> Engine <input type="checkbox"/> Opposite Engine		
Approvals:					
Application Engineer:	<input type="text" value="JACK WILKERSON"/>			Date Approved:	<input type="text" value="3-Mar-2025"/>
PTO/Pump Model	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Conditional Approval (See Comments)				
Comments:					
PTO TORQUE RESERVE: 183-309 FT. LBS, PTO HP RESERVE: 91-114 HP, ENGINE HP RESERVE: 263-317 HP, ENGINE SPEED: 500 GPM / 150 Psig = 1273 rpm, 500 GPM / 165 Psig = 1323 rpm, 350 GPM / 200 Psig = 1360 rpm, 250 GPM / 250 Psig = 1478 rpm. ALT PTO= MUNCIE A20-A1008-HX3X4PX (SIMILAR RESERVES)					
Pump Installation Plate:	<input type="text"/>			Pump Rating Chart:	<input type="text" value="E-1066B"/>