



REGIONAL DISTRICT
of Fraser-Fort George

REQUEST FOR PROPOSALS CS-20-19

**NEW CHIEF COMMAND VEHICLE FOR
PINEVIEW VOLUNTEER FIRE DEPARTMENT**



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1.0 INTRODUCTION

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

Request for Proposal (RFP) documents may be obtained on, or after, Thursday October 22, 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 Proposal Submissions

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

Sealed proposals will be received by the General Manager of Financial Services, by delivery to the Regional District office, or by email, in the manner specified below, up to 2:00 p.m. local time on Tuesday, November 24, 2020. Proposals submitted by fax, or that are not in the required format will NOT be accepted. Any proposal received after the closing date and time (Tuesday, November 24, 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)**:

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, CS-20-19
New Chief Command Vehicle for Pineview Volunteer Fire Department
3. Responding Proponent's name and address.

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

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

The email topic is to be labelled in the subject line "RDFFG CS-20-19 – "Insert Company Name"".

Proposals will be received up to **2:00:00 p.m. on Tuesday, November 24, 2020**. There will not be a public opening for the proposal.

For closing purposes, the official time of receipt of a proposal submission is determined by the time of receipt of the email, or in the case of a proposal that is delivered to the 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 above. 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 or delivery address on or before the closing date and time, will be solely and strictly the responsibility of the Proponent.

To be considered, proposals must be signed by an authorized signatory. By signing the proposal, the proponent is bound to statements made in response to this Request for Proposal (this "RFP"). Any proposal submission received by the 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 Thursday, November 12, 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:

- 1) 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 proprietary information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information. All documents, including proposals, submitted to the 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 Chief Command Vehicle for Pineview Volunteer Fire 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 Proposal Evaluation

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 in its sole discretion:

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

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

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, shall be at the sole discretion of the 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 Chief Command Vehicle to Pineview Volunteer Fire Department will be in the form of:

- the complete CS-20-19 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 Contract will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

11.0 SEVERABILITY

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

12.0 CHIEF COMMAND VEHICLE FAMILIARIZATION

12.1 Chief Command Vehicle Drawings

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

12.2 In-Service Training

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



12.3 Service, Installation, Repair, and Operators Manuals

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

13.0 CHIEF COMMAND VEHICLE SPECIFICATIONS

13.1 Minimum Requirements

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

13.2 Specifications Not Outlined

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

13.3 Compliance with Laws and Regulations

The completed Chief Command Vehicle must comply with all relevant Federal and 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 Chief Command 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 Chief Command Vehicle, which are included in the bid price, and document additional or extended warranties that are available together with any special provisions and applicable costs.

14.2 Manufacturer's Insurance

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

14.3 Indemnity

The Proponent shall release, indemnify, defend and save harmless the 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 CHIEF COMMAND VEHICLE DELIVERY AND PAYMENT

15.1 Chief Command 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 Chief Command Vehicle Timetable

Proponents must indicate the anticipated schedule for the delivery of the Chief Command Vehicle to Pineview Volunteer Fire Department, located in Prince George, BC. The actual delivery date of the Chief Command Vehicle and training date(s), if required, of fire department personnel must be coordinated with Pineview Volunteer Fire 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 Chief Command 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 Chief Command Vehicle shall be stated in Canadian dollars. Any applicable Federal or Provincial taxes or levies must be included in the proposal response and are to be listed separately from the contract price. 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 Chief Command Vehicle does not meet the specifications outlined in the Contract or that the completed Chief Command Vehicle is deficient in any way, the 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 the Proponent's performance 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-20-19
New Chief Command Vehicle for Pineview Volunteer Fire Department

Proponent Name: _____

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

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.

- has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.

- has an actual, perceived, or potential conflict of interest regarding this procurement process as a result of:

State reasons(s) for Conflict of Interest:

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

Print Name of Person Signing Disclosure

Representing: Company Name

Signature of Person Making Disclosure

Date Signed

APPENDIX B
SAMPLE CONTRACT

RFP CS-20-19
NEW CHIEF COMMAND VEHICLE FOR PINEVIEW VOLUNTEER FIRE 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:

- SAMPLE**
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 Chief Command Vehicle for the Pineview Volunteer Fire Department.
 - (b) Commence to actively proceed with the build of the New Chief Command Vehicle upon execution of the Contract and complete the work on or before _____.
 2. The Regional District will pay to the Proponent, as full compensation for the performance and fulfillment of this Contract, \$_____ (plus applicable taxes) in Canadian funds. Payment will be made within 30 days of receipt by the Regional District of a proper invoice for the New Chief Command Vehicle in accordance with the Contract, unless other payment terms are specified in the Proponent's proposal and are acceptable to the Regional District. The Regional District may, in its sole discretion hold back payment(s) otherwise due to the Proponent, on account of deficient work. This holdback may be held, without interest, until such deficiency is remedied. The items of deficiency and the amounts of related holdback shall be listed by the Regional District and notice given to the Proponent within seven (7) days of receipt of invoice.
 3. The Request for Proposal, including Appendices A, C, D, and E, amendments and addenda if any, Proponent's proposal submission, and any information that the Proponent provides are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.

4. The Proponent, by signing this Contract and by completing Appendix A, Conflict of Interest Disclosure Statement, further affirms that no conflict of interest exists or prevents their entering into this Contract.
5. In the event of a dispute between the 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.

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)

(Name and Title) (Please print))

APPENDIX C
MINIMUM SPECIFICATIONS

FOR NEW CHIEF COMMAND VEHICLE FOR THE PINEVIEW VOLUNTEER FIRE/RESCUE DEPARTMENT

NEW CHIEF COMMAND VEHICLE 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.

APPENDIX C		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
CAB & CHASSIS				
1.	To be a new full-size four-door Sport Utility Vehicle (SUV). Minimum half ton rating. Preference is a Chevrolet Suburban LS 1500, but will consider comparable alternatives. State what is being provided _____.			
2.	To carry 5 adult passengers.			
3.	Front bucket, power fore/aft, power recline and power lumbar, 10-way power driver seat; black or dark cloth is preferred. State what is being provided _____.			
4.	Engine to be a 5.3L V8 or better. To be gasoline.			
5.	Fog lamps to be included.			
6.	Minimum 5,110 mm wheelbase.			
7.	To be 4-wheel drive, state whether electric or manual shift. State what is being provided _____.			
8.	Cold Climate Package			

APPENDIX C		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
9.	Factory installed remote control start.			
10.	Automatic transmission.			
11.	Anti-freeze to -45 °C			
12.	Differential - Minimum Posi Trac. 3.4 to 4.30 ratio. Locking ability preferred. State what is provided in bid: _____			
13.	Hill decent control to be included.			
14.	Traction control system to be included.			
15.	Power steering.			
16.	ABS Brakes			
17.	Tires to be All Terrain 10 ply tires with Tri Peak Snowflake Rating.			
18.	Spare tire to be full size spare tire, to be included in bid price.			
19.	Instruments Panel Gauges - Voltmeter, tachometer, engine temp, oil pressure			
20.	Variable intermittent windshield wipers.			
21.	To have air conditioning and a high output heater.			
22.	Battery – To be dual, minimum 720 CCA, with heavy duty alternator.			

APPENDIX C		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
23.	Cruise control to be included.			
24.	Exterior Color – Strong preference is for a red exterior. State what is being provided _____. Interior Color– Prefer black or a dark colored cloth seat. State what is being provided _____.			
25.	Two tow hooks to be located on the front. Two tow hooks to be located at the rear of the vehicle.			
26.	Undercoated/Rust proofing to be included.			
27.	State in the space provide below the page and Section Reference in the proposal that details the warranties included in the bid price. _____			
28.	Trailer towing capacity/package – To be max trailer package. State what is being provided _____.			
29.	Towing package - State Load Limit in space provided below. Receiver to match tow capacity at a minimum. _____.			
30.	State what payload is provided: _____			
31.	Trailer guidance and sway control system to be included.			
32.	GVWR to be 2.460kg at a minimum. State what is being provided _____.			
33.	Left and Right power adjustable towing mirrors to be provided.			

APPENDIX C		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
34.	Reverse sensing system with rear mounted back up camera to be included.			
35.	Skid plates to be included.			
36.	Radio/Bluetooth – minimum AM/FM. To have hands free communications with Bluetooth.			
37.	Prefer 65-70 litre fuel tank. State what is being provided _____ .			
EMERGENCY EQUIPMENT				
1.	<p>To provide a NFPA compliant Federal Signal emergency lighting and siren package. Including:</p> <ul style="list-style-type: none"> • Roof mounted 53" Federal Allegiant LED lightbar with takedown and alley lights • Rear traffic advisor • Ten (10) Federal MicroPulse Ultra 6-light LED red emergency lights shall be mounted in the following locations: <ul style="list-style-type: none"> ➢ Two (2) on the vehicles grill ➢ Two (2) above the front fenders ➢ Two (2) above the rear fenders ➢ Two (2) on the exterior of the rear hatch door <p>Two (2) on the interior bottom of the rear door which will be visible when the hatch door is open.</p> <p>Lighting package make and model to be as stated here, or proponent may provide comparable products in bid.</p> <p>State what is being provided in the bid;</p> <p>_____ .</p>			

APPENDIX C		Compliant	Non-Compliant	State the variation being supplied if line item is non-compliant
2.	<p>Provide and install a Federal Pathfinder PF200R siren – Final location to be determined at pre-construction meeting.</p> <p>Siren make and model to be as stated here, or proponent may provide a comparable product in bid.</p> <p>State what is being provided in the bid;</p> <p>_____.</p>			
3.	<p>Centre portion of the OEM front seat to be removed and replaced with a custom-built console, storage and a mounting location for a VHF radio (radio equipment to be provided by the fire department). Final details to be discussed at pre-construction meeting.</p>			
4.	<p>Provide a NFPA compliant reflective graphics package consisting of a 4" tall white stripe, red and yellow rear chevron pattern and two (2) small door logos. Final details to be discussed at pre-construction meeting.</p>			
DELIVERY				
1.	<p>Delivery date: state earliest date truck could be delivered.</p> <p>_____.</p>			

APPENDIX D
SCHEDULE OF PRICES**FOR APPENDIX A – MINIMUM REQUIREMENTS**

Price submitted below reflects the full cost, excluding taxes, of the New Chief Command Vehicle for Pineview Volunteer Fire Department, as specified in RFP CS-20-19 Appendix "A" "Minimum Requirements". 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_____
Signature_____
Date_____
Email

**APPENDIX E
OPTIONAL EQUIPMENT**

<p>The Vendor may choose to additionally bid on items included in Appendix C. If the Proponent wishes to bid on items in Appendix C, please provide specifications/brands/manufacturer etc. for options listed below. These items are to be quoted separately, and are <u>not</u> to be included in your price on the Schedule of Prices in Appendix B.</p>		<p align="center">Price (excluding taxes)</p>
<p>38.</p>	<p>Cost to provide second set of tires and rims. Tires to be four studded winter tires mounted on separate rims (ie Hankook i-Pikes) and four chains to match the tires.</p> <p>State what is being provided in quoted price in the space below: _____.</p>	
<p>39.</p>	<p>Cost to provide protective floor mats. To be heavy duty black vinyl mats for floors (ie Husky, Weather Tech).</p> <p>State what is being provided in quoted price in space below: _____.</p>	
<p>40.</p>	<p>Cost to provide built in 12V to 110V inverter.</p> <p>State what is being provided in quoted price in the space below: _____.</p>	
<p>41.</p>	<p>Cost to provide tinted back windows.</p>	