



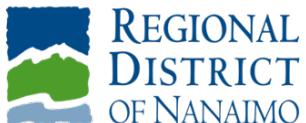
**Request for Proposals**

**Regional District of Nanaimo**

**Design and Manufacture of One (1) Single-Axle, 4-Door Fire Rescue Engine Vehicle for the Extension VFD**

**RFP No. 19-052**

**Issue Date: August 1, 2019**



## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose of this RFP

The purpose of this Request for Proposals is to invite Proponents to prepare and submit competitive Proposals to provide the RDN with the design, manufacture and delivery of One (1) New Single-Axle, 4-Door Fire Rescue Engine Vehicle for the Extension VFD.

The RDN has signed the British Columbia Provincial Government's Climate Action Charter. This includes a commitment to reduce greenhouse gas emissions associated with corporate operations and to purchase carbon offsets for the emissions it cannot eliminate.

The purpose of this Proposal is to obtain one (1) vehicle for purchase. The preferred vehicle will have a diesel powertrain. If available, alternative fuel or powertrain solutions that reduce greenhouse gas emissions will be considered. The vehicles should be configured the same as described in the proposal form to be considered.

**Alternative Options:** Alternative fuel/power train vehicles will be considered if reliability is backed with a comprehensive warranty, and interior space will adequately meet the needs of firefighters.

Dealers are asked to complete all of the appendices contained herein including but not limited to the technical specifications table to provide the RDN with a comprehensive understanding of the proposed vehicle specifications and features. Dealers are encouraged to respond in some way to all of the specifications. Failure to respond to all specifications may result in a lower evaluation because the RDN may not have sufficient information to make an informed comparison among the vehicles quoted.

#### Proposal Submissions:

1. Please complete a separate submission package for each proposed vehicle. If alternative solutions are offered, please submit the information in the same format as a separate Proposal.
2. Please provide apparatus details for each proposed vehicle.

Used or demo vehicles will not be considered for this Proposal.

Through this RFP process, the RDN is seeking to enter into a contract for the design, manufacture and delivery services (the "**Contract**") with an experienced, qualified contractor (the "**Contractor**") to properly perform the Supply Contract in a cost-effective manner. A draft version of the Contract is attached at Appendix 1 [Draft Contract].

#### 1.2 Background

The RDN provides regional governance and services to more than 155,000 people on Vancouver Island's central east coast, covering a large, diverse area of nearly 207,000 hectares with distinct communities that include the municipalities of Nanaimo, Parksville, Qualicum Beach, Lantzville and seven unincorporated electoral areas. The RDN provides and coordinates a range of services in both urban and rural areas, depending on local needs. The RDN's responsibilities and services include regional and community planning, transit, liquid and solid waste management, recreation and parks, building inspection and bylaw enforcement, water and sewer utilities, general administration and emergency planning and services.



Fire Rescue Engines within the RDN are used by Volunteer Fire Department staff within their respected communities as first responders and in the event of structural and brush fires.

The RDN's overall objectives for the performance of the Supply Contract include:

- (a) Selecting a qualified Contractor to perform the Supply Contract in a professional and cost-effective manner;
- (b) Maximizing fuel economy and minimizing greenhouse gas emissions;
- (c) Obtaining a vehicle that meets or exceeds the technical fire service requirements of the Extension VFD;
- (d) Obtaining the best warranty and post purchase service.

### **1.3 Eligibility to Participate in this RFP**

All qualified parties are invited to respond to this RFP. It should also be noted that the RDN/EXTFD have met, or had discussions, with several Fire Engine Vehicle Suppliers in the past few months to develop a concept and guide for this request for proposal. While these meetings have been helpful, they were intended for research purposes only.

### **1.4 Reference Information**

- (a) NFPA 1901-2016.
- (b) CAN/ULC – S515-13 3<sup>rd</sup> Edition.

The RDN does not represent or warrant as to the accuracy or reliability of any Reference Information. Proponents are to review, rely upon and otherwise use such information at their own risk.

## **2. KEY ELEMENTS OF THE REQUIREMENTS**

Any description or overview of the Requirements and the draft Contract in this RFP is provided for convenience only and does not replace, supersede, supplement or alter the Contract. If there are any inconsistencies between the terms of the Contract and the description or overview of those terms set out in this RFP, the terms of the Contract will prevail. Proponents should carefully review the draft Contract including its attachments for the full scope of the Services.

### **2.1 Schedule**

After executing the Contract, the Contractor will be required to:

- (a) Deliver the apparatus no later than twelve (12) months after written RDN approval of the final design.

If a Proponent has any concerns with meeting the proposed schedule, they should bring them to RDN's attention by submitting an Enquiry to the RDN Contact Person identified herein.



## 2.2 Payment

The RDN to provide full payment less any deficiency holdbacks upon final inspection and acceptance at the specified RDN delivery location on a net 30 days' basis from receipt of invoice.

## 3. PROCUREMENT PROCESS

### 3.1 RFP Schedule

The following is the RDN's estimated timeline for the procurement and commencement of the Services:

Event	Date
Issue RFP and Draft Contract to Proponents	<b>August 1, 2019</b>
Submission Time	<b>August 30, 2019</b>
Selection of Preferred Proponent and Contract Finalization	<b>September 2019</b>
RDN Board Approval	<b>October 22, 2019</b>
Contract Execution	<b>October/November 2019</b>

This timeline is subject to change at the sole and absolute discretion of the RDN.

### 3.2 Contact Person

The contact person for this RFP is (the "**Contact Person**"):

Doug Gardiner, Fire Services Coordinator  
 E-mail: [dgardiner@rdn.bc.ca](mailto:dgardiner@rdn.bc.ca)

The Contact Person may delegate the authority granted to the Contact Person pursuant to this RFP.

### 3.3 Enquiries

All enquiries regarding any aspect of this RFP should be directed to the Contact Person by e-mail to the address provided in Section 3.2. The following applies to any Enquiry:

- (a) responses to an Enquiry will be provided by e-mail response solely to the e-mail address used to send the Enquiry to the Contact Person;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the RDN;
- (c) to allow the RDN sufficient time to respond, Enquiries should be submitted well in advance of the Submission Time, and preferably at least five (5) Business Days before the Submission Time; and



- (d) the RDN will make reasonable efforts to respond to all Enquiries but reserves the right to not respond to any Enquiry made by a Proponent, including Enquiries not received within the time described in Section 3.3(c);
- (e) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry "Commercial in Confidence" in the subject line of the e-mail if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (f) if RDN decides that an Enquiry marked "Commercial in Confidence" or RDN's response to such an Enquiry must be made available to all Proponents, then the RDN will permit the enquirer to withdraw the Enquiry rather than receive a response. If the Proponent does not withdraw the Enquiry, then the RDN may make its response available to all Proponents;
- (g) notwithstanding Sections 3.3(e) and 3.3(f):
  - (1) if one or more other Proponents submits an Enquiry on the same or a similar topic to an Enquiry previously submitted by a Proponent as "Commercial in Confidence", RDN may provide a response to such Enquiry to all Proponents;
  - (2) if RDN determines there is any matter which should be brought to the attention of all Proponents for whatever reason, including to ensure the fairness of the procurement process, whether or not such matter was the subject of an Enquiry, including an Enquiry marked "Commercial in Confidence", RDN may, in its discretion, post the Enquiry, response or information with respect to such matter; and
  - (3) if a Proponent identifies a conflict or error in the RFP documents, including the Contract, the RDN may correct the conflict or error by Addendum.

This RFP should not be discussed with any RDN employee or representative other than the Contact Person. Information received from sources other than the Contact Person cannot be relied upon. Furthermore, any information offered from sources other than the Contact Person via an Addendum with regard to the content, intent or interpretation of this RFP is not official, may be inaccurate, and should not be relied on in any way, by any Proponent for any purpose.

#### **3.4 Addenda**

The RDN may, in its discretion, through the Contact Person amend or clarify the terms or contents of this RFP at any time before the Submission Time by issuing a formal Addendum. It is the sole responsibility of the Proponent to check for all Addenda prior to submitting their Proposal. Written Addenda are the only means of amending or clarifying this RFP and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 3.3, will be included in, or in any way amend, this RFP. If a Proponent wishes to rely on a written response to an Enquiry, then they should request the Contact Person to issue an Addendum. The RDN will post any Addendums on the RDN ([www.rdn.bc.ca](http://www.rdn.bc.ca)) and BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) websites.



### **3.5 Changes to the Contract**

The RDN's preferred form of Contract is attached as Appendix 1 [Draft Contract]. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making revisions to the form of Contract. Proponents should submit such requests to the RDN well before the Submission Time as an Enquiry in accordance with Section 3.3. If making such a request, the Proponent should provide the following information for each requested change:

- (a) the section reference in the Contract or attachment thereto;
- (b) an explanation of the reason why the Proponent requests the change (for example, the provision does not represent good “value for money” for the RDN or because, in the Proponent’s view, the provision inappropriately allocates technical, legal or commercial risk); and
- (c) the Proponent’s proposed alternative wording.

If the RDN agrees to a request received prior to the Submission Time, then RDN will issue an Addendum to modify the Contract. Proponents should prepare their Proposal based on the form of Contract attached as Appendix 1 [Draft Contract], as may be amended by Addenda, and are strongly discouraged from requesting changes to the draft Contract in a Proposal or submitting a Proposal that assumes the RDN will agree to modify the terms of the draft Contract.

The RDN reserves the right to reject a Proposal from a Proponent that does not follow this Section 3.5 and, in particular, reserves the right to reject any Proposal that includes “deviations”, “clarifications” or similar items as part of its Proposal.

### **3.6 RDN Advisors**

The RDN may, in its discretion, consult with various technical, commercial and legal advisors or consultants in relation to any aspect of this RFP.

## **4. SUBMISSION INSTRUCTIONS**

### **4.1 Submission Location and Submission Time**

Proposals to this RFP **must** be received at the following location (the “**Submission Location**”):

Address:      Regional District of Nanaimo  
                   Main Reception – 2<sup>nd</sup> Floor  
                   6300 Hammond Bay Road  
                   Nanaimo, BC V9T 6N2

on or before the following date and time (the “**Submission Time**”):

**Time:**      **on or before 3:00:00 p.m. local time**  
**Date:**      **August 30, 2019**



Proposals may be delivered to the Submission Location on Business Days Monday - Friday from 8:30 a.m. to 4:30 p.m. local time. Proposals should be clearly marked with the Proponent's name and the following:

"Attention: Emergency Services – Doug Gardiner  
Re: RFP No.19-052 – Extension VFD Fire Rescue Engine"

Proposals received after the Submission Time will not be considered. The actual time of Proposal submission will be determined with reference to the clock used by the RDN for that purpose. Proponents are encouraged to submit their Proposals well in advance of the Submission Time to minimize the risk of their Proposal being late.

#### **4.2      Proposal Submission Details**

Proponents should include three (3) hard copies and one (1) electronic copy of their Proposal. One (1) hard copy should be marked "Original" and the other two (2) hard copies marked "Copies". The electronic copy should be on a USB flash drive in PDF or Word format, with a label identifying its contents and should be in a searchable format to facilitate review by the Evaluation Committee. Should there be any differences between the hard copy marked "Original", the hard copies marked "Copies" and the electronic copy, the hard copy marked "Original" will prevail over all others.

Proposals submitted by fax, e-mail or FTP links will not be accepted.

#### **4.3      Proposal Format**

Each Proposal should be structured as described in Appendix 3 [Submission Requirements] and should include all forms and information required therein.

#### **4.4      Material Change After Submission Time**

Notwithstanding Section 4.5, a Proponent will give immediate notice to the RDN of any material change that occurs to a Proponent after the Submission Time, including a change to its membership or a change to the Proponent's financial capability.

#### **4.5      Revisions Prior to Submission Time**

A Proponent may withdraw, revise or amend its Proposal at any time prior to the Submission Time by submitting to a clear and detailed written notice of the withdrawal, revision or amendment to the Submission Location prior to the Submission Time. The Proponent will not be entitled to change its Proposal after the Submission Time, and no words or comments should be added to the Proposal after the Submission Time unless requested by the Contact Person for purposes of clarification.

### **5.       EVALUATION**

#### **5.1      Mandatory Requirements**

The RDN has determined that the following are the only Mandatory Requirements in this RFP:

- (a)      the Proposal must be received at the Submission Location before the Submission Time and;



- (b) be in English.

## **5.2 Evaluation Committee**

The evaluation of Proposals will be undertaken by an evaluation committee (the "**Evaluation Committee**") comprised of persons appointed by the RDN, which may consist of RDN employees and third party consultants. The Evaluation Committee may consult with, and receive advice from, technical, legal, financial and other consultants as the Evaluation Committee may, in its discretion, decide it requires.

## **5.3 Evaluation Criteria**

The Evaluation Committee will compare and evaluate Proponents based on their Proposals to identify a Proposal that the Evaluation Committee in its discretion judges to be the most advantageous to the RDN, using the following criteria and weightings (the "**Evaluation Criteria**"):

- (A) Technical (60%):** The Evaluation Committee will evaluate the technical portions of the Proponent's Proposal. The Evaluation Committee expects to focus on:

### **5.3.1 Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses and telephone number for your business.
- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in this industry. Describe any relevant industry awards or recognition that your company has received in the past five years.
- 3) Provide any market data or research supporting the longevity or reliability of your equipment.
- 4) What is your Canadian market share for the solution that you are proposing?
- 5) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 6) How your organization is best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

### **5.3.2 Technical Specifications**

- 1) Please complete and return the Technical Specifications in Appendix 3 in its entirety and submit it along with all of the other information requested in the technical evaluation section herein.
- 2) State the extent to which the solution that you propose are compliant with standards or requirements in Canada and in the Province of British Columbia. Identify all related certifications or accreditations.
- 3) Provide details regarding the operator training you will provide in person as well as the manuals the RDN should expect to receive.
- 4) Demonstrate how your unit Maximizes fuel economy and minimizes greenhouse gas emissions.



### **5.3.3 Warranty & Service Support**

- 1) Include standard warranty information for the finished unit and major structural components as well as warranty information for all major components. Do your warranties include all products, parts and labour? Do your warranties include the expense of technician's travel time and mileage to perform warranty repairs?
- 2) Include information on all optional extended warranties available.
- 3) Where is the nearest authorized service centre for both warranty and scheduled maintenance?
- 4) How are parts ordered? What are the parts exchange and return programs and policies?
- 5) What is the manufacturer's recommended preventative maintenance schedule?

### **5.3.4 Manufacturing & Delivery Lead Times**

- 1) What is the current manufacturing lead time from when a final order is entered into your system?
- 2) Upon completion, what is the anticipated delivery lead time the Extension Fire Department?

### **5.3.5 Value Added Attributes**

- 1) Value-added attributes in an RFP response will be given positive consideration in the evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP. Please describe any value added attributes included in your Proposal.
- 2) Please describe any social procurement initiatives of your organization and how they create meaningful employment for people who face barriers. Describe your supplier diversity programs, if any.
- 3) The RDN considers the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**(B) Financial and Commercial (40%):** The Evaluation Committee will evaluate the financial and commercial portions of the Proponent's Proposal, including the applicable information submitted in response to Appendix 4 [Schedule of Prices]. The Evaluation Committee expects to focus on:

- (1) the lump sum, alternate and summary pricing proposed in the Proponent's Proposal with PST & GST shown separately;
- (2) the overall demonstrated financial strength and stability of the Proponent with meaningful data.; and
- (3) quality and value of the goods and services proposed including any proposed innovations.

The Evaluation Committee may also consider the likelihood of the RDN being able to finalize an agreement with the Proponent.



#### **5.4 Evaluation Process**

The Evaluation Committee may apply the Evaluation Criteria on a stand-alone basis or a comparative basis, evaluating Proposals by comparing one Proponent's Proposal to another Proponent's Proposal, to determine the Proposal judged to be most advantageous to the RDN based on the criteria and weighting in Section 5.3. The RDN is not obligated to complete a detailed evaluation of all Proposals and may, in its discretion, after completing a preliminary review of all the Proposals, discontinue detailed evaluation of any Proponent who, when compared to the other Proponents, the RDN judges is not in contention of being selected.

To assist in the evaluation of the Proposals, the RDN may, in its discretion:

- (a) conduct any background investigations and/or seek any additional information that it considers necessary;
- (b) conduct any reference checks that it considers necessary;
- (c) seek clarification of a Proposal from any or all Proponents;
- (d) request interviews with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals; and
- (e) rely on and consider any information obtained pursuant to this Section 5.4.

#### **5.5 RDN's Right to Reject Proposals**

Notwithstanding Section 5.3 or any other provision of this RFP, the RDN reserves the right to reject any Proposal that:

- (a) is materially incomplete or irregular;
- (b) contains false or misleading statements, claims or information;
- (c) is over the budget available; or
- (d) contains any financial or commercial terms that are unacceptable to the RDN.

The RDN will not be required to complete a detailed evaluation of a Proposal that the RDN has determined will be rejected under this Section 5.5.

#### **5.6 Proposal Extracts**

If a Proponent's Proposal includes additional commitments or any other information that either exceeds the requirements of the Contract or that the RDN wishes to be contractually binding, these commitments or information may be incorporated into the final Contract, at the RDN's discretion.

#### **5.7 Negotiation of Contract and Award**

If the RDN selects a Preferred Proponent, then the RDN will enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract. The RDN reserves the right in its discretion to negotiate changes to the Contract, the Design of the Equipment, the



terms of a Proposal or any other terms, including pricing or other financial terms. If at any time the RDN forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time then the RDN may give the Preferred Proponent written notice to terminate discussions and proceed in any manner that the RDN may decide, in consideration of its best interests, including:

- (a) terminating the procurement process entirely and proceeding with some or all of the Services in some other manner, including using other vendors; or
- (b) selecting the next highest ranked Proponent as the Preferred Proponent and inviting them to enter into discussions to reach final agreement for the Contract and so on until a contract is concluded or the process terminated.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work.

## **5.8 Corrections to Pricing**

If the RDN identifies a discrepancy between the Proposal Price and the extended total amounts the RDN may revise the Proposal Price accordingly.

## **5.9 Unsuccessful Proposals**

Proposals will not be opened in public. Upon execution of the Contract, the RDN will offer debriefings to unsuccessful Proponents upon receipt of written request to the Contact Person, at a time and date agreeable to both parties.

# **6. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE**

## **6.1 Reservation of Rights to Disqualify**

The RDN reserves the right to disqualify any Proponent that in the RDN's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the Authority.

## **6.2 Disclosure and Transparency**

The RDN is committed to an open, transparent and competitive procurement process while understanding the Proponents' need for protection of confidential commercial information. To assist the RDN in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavor.

To ensure all public information generated about the Services is fair and accurate and will not inadvertently or otherwise influence the outcome of the procurement process, the disclosure of any public information generated in relation to the Services will be coordinated and is subject to the prior approval of the RDN.



### **6.3 Relationship Disclosure**

Proponents should, as part of their Proposal, submit the relationship disclosure form attached as Appendix 6 [Relationship Disclosure Form] and disclose any conflicts of interest or unfair advantages. The RDN reserves the right to disqualify any Proponent that in the RDN's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the RDN. If a Proponent is concerned that a particular relationship or situation could result in the RDN rejecting the Proponent, such a Proponent is encouraged to request pre-clearance of the relationship or situation by submitting an Enquiry well in advance of the Submission Time.

## **7. GENERAL TERMS AND CONDITIONS**

### **7.1 Receipt of Complete RFP**

Proponents are responsible for ensuring that they have received the complete RFP. Submission by a Proponent of a Proposal constitutes a representation by that Proponent that they have verified receipt of a complete RFP. Each and every Proposal is deemed to be made on the basis of the entire RFP, including any Addenda, issued prior to the Submission Time.

RDN does not accept responsibility for any Proponent lacking any information. Although effort has been made to provide complete and accurate documents, RDN does not guarantee that all documents are complete and accurate. Proponents are advised to contact the Contact Person if they notice any errors, ambiguities, or discrepancies in this RFP.

### **7.2 Third Party Communications**

With respect to the RFP, including the preparation of a Proposal, any third party communications should only be made by a Proponent with the prior approval of RDN, which approval should be requested through the Contact Person by e-mail.

### **7.3 Ownership of Proposals**

All Proposals, including any intellectual property therein, submitted to the RDN will become the property of the RDN, unless otherwise specified in this RFP.

### **7.4 Risk Regarding Electronic Communications**

The RDN does not assume any risk or responsibility or liability whatsoever to any Proponent:

- (a) for ensuring that any website, online portal or any email system being operated by or for, or used by RDN is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by the RDN, or received in less than its entirety, within any time limit specified by this RFP.



All permitted email or electronic communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

#### **7.5 Unbalanced Pricing**

Proponents should not include unbalanced pricing in their Proposals.

#### **7.6 Language**

Proposals should be in English. RDN reserves the right to not review or evaluate any portion of a Proposal that is not in English.

#### **7.7 Definitive Record**

If there is any inconsistency between the paper form of a document issued by, or on behalf of the RDN to Proponents and the digital, electronic or other computer readable form, the electronic conformed version of the RFP in the custody and control of the RDN prevails.

#### **7.8 Freedom of Information and Protection of Privacy Act**

All documents and other records in the custody, or under the control of, the RDN are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. By submitting a Proposal, the Proponent represents and warrants to RDN that the Proponent has complied with Applicable Laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the RDN as part of the Proposal for the purposes of this RFP and the procurement process.

#### **7.9 Confidentiality**

Except as expressly stated in this RFP and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under the FOIPPA, other applicable legislation or as necessary to perform the Services.

Proponents are expected to comply with the confidentiality terms attached to Appendix 2 [Participation Agreement].

#### **7.10 Reservation of Rights**

Notwithstanding any other provision in this RFP, no term or condition will be implied based on any industry practice or custom, and the RDN reserves the right, in its discretion, to:

- (a) modify, suspend or terminate this RFP at any time for any reason (including if the prices in the Proposals exceed available funding) and to reissue a request for proposals, or to undertake another procurement process for the Services, or to obtain the Services in some other manner or decide not to proceed with the Services;



- (b) accept or reject any Proposal based on the Evaluation Committee's evaluation of the Proposals in accordance with the RFP, and in particular, the RDN is not obliged to select the Proposal with the lowest price;
- (c) waive a defect, irregularity, non-conformity or non-compliance (including material non-compliances but excluding any Mandatory Requirements) in or with respect to a Proposal or failure to comply with the requirements of this RFP, and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- (d) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for the Services or for services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any aspects of a Preferred Proponent's Proposal; and
- (h) extend, from time to time, any date, time period or deadline provided in this RFP by Addendum.

This RFP does not commit the RDN in any way to select a Preferred Proponent or to enter into any agreement or to proceed with a procurement process for the Services.

#### **7.11 No Representation or Warranty**

By submitting a Proposal, each Proponent acknowledges and represents that its Proposal is based on its own examination, knowledge, information, and judgment, and is not based upon any statement, representation, or information made or given by the RDN, the Contact Person or any other person, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 7.11. The RDN accepts no responsibility for any Proponent lacking any information.

#### **7.12 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the RDN or their representatives and consultants, relating to or arising from this RFP.

#### **7.13 Limited Claim for Compensation**

Each Proponent:

- (a) agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the RDN or any of the RDN's respective employees, directors, officers, advisors or representatives for any costs, damages or other compensation in excess of the amount equivalent to the



reasonable costs incurred by the Proponent in preparing its Proposal for any Claim or matter relating directly or indirectly to this RFP (including, without limitation, in the event that the RDN rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant or materially non-compliant Proposal, fails to proceed with the Services or otherwise breaches the terms of this RFP or any duties arising from this RFP); and

- (b) except for Claims for amounts less than or equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal, as described in Section 7.13(a), waives any Claim against the RDN or any of its respective employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if the Services do not proceed or no Contract is entered into between a Proponent and the RDN for any reason whatsoever, including, without limitation, in the event that the RDN rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches the terms of this RFP or any duties arising from this RFP.

#### **7.14 No Collusion**

By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent represents and confirms to the RDN that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of any other Proposal.

#### **7.15 No Solicitation**

The Proponent should not make any representations or solicitations to any elected or appointed official, director, officer or employee of the RDN with respect to the Proposal either before or after submission of the Proposal except as expressly provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Proponent communicates with any elected or appointed official, director, officer or employee of the RDN or any consultant engaged by the RDN in connection with this RFP about this RFP, other than the Contact Person, the RDN may, at its discretion and regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

#### **7.16 Trade Agreements**

The procurement process described in this RFP is subject to various trade agreements, including the Canadian Free Trade Agreement.

### **8. INTERPRETATION**

#### **8.1 Definitions**

Any capitalized terms used but not defined in this RFP will have the meaning set out in the Contract. Furthermore, in this RFP:

**"Addenda"** or **"Addendum"** means an addendum to this RFP issued by the Contact Person as described in Section 3.4;



**"Business Day"** means a standard day for conducting business in British Columbia, excluding government holidays and weekends;

**"Claim"** has the meaning set out in Section 7.13(a);

**"Contact Person"** means the person identified in Section 3.2, or such other person as may be appointed by the RDN;

**"Contract"** has the meaning set out in Section 1.1;

**"Contractor"** has the meaning set out in Section 1.1;

**"Enquiry"** has the meaning set out in Section 3.3;

**"Evaluation Committee"** has the meaning set out in Section 5.2;

**"Evaluation Criteria"** has the meaning set out in Section 5.3;

**"FOIPPA"** has the meaning set out in Section 7.8;

**"Mandatory Requirements"** means the requirements set out in Section 5.1;

**"Preferred Proponent"** means the Proponent selected by the RDN pursuant to this RFP to negotiate and finalize the Contract;

**"Proponents"** has the meaning set out in Section 1.3;

**"Proposal"** means a proposal submitted in response to this RFP;

**"Proposal Price"** means the total estimated price submitted by a Proponent;

**"Reference Information"** has the meaning set out in Section 1.4;

**"Relationship Disclosure Form"** means a form substantially as set out in Appendix 6 [Relationship Disclosure Form] or as otherwise acceptable to the RDN;

**"RDN"** means the Regional District of Nanaimo;

**"RFP"** or **"Request for Proposal"** means this request for proposals including all appendices, as may be amended by Addenda;

**"Submission Location"** has the meaning set out in Section 4.1;

**"Submission Time"** has the meaning set out in Section 4.1; and

## **8.2 Governing Law**

This RFP is governed by the law of British Columbia and the laws of Canada applicable therein.



### **8.3 Interpretation**

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the RDN, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the RDN;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP; and
- (c) the word “including” when used in this RFP is not to be read as limiting.

**APPENDIX 1****DRAFT CONTRACT**

Attached separately.

## APPENDIX 2

### SCHEDULE 1 – CONFIDENTIAL CONDITIONS

#### 1. Interpretation

In these confidentiality conditions:

- (a) **“Agreement”** means this Schedule 1 to the Participation Agreement;
- (b) **“Confidential Information”** means all documents, knowledge and information provided by the RDN or any of its representatives (the “**Disclosing Party**”) to, or otherwise obtained by, the recipient or any of its representatives (the “**Receiving Party**”), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Services or this RFP, including all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information.  
Notwithstanding the foregoing, Confidential Information does not include the information that:
  - (i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Reviewing Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
  - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Services, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - (iii) was rightfully in possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
  - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
  - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) **“Permitted Purposes”** means evaluating the Services, preparing the Proposal pursuant to the RFP, and any other use permitted by this Agreement.
- (d) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, or other member of the Proponent team or any other person contributing to or involved with the preparation or evaluation of Proposals, as the case may be, or otherwise retained by the Proponent or the RDN in connection with the Services.



All capitalized terms not otherwise defined in the Agreement have the respective meanings ascribed to them in the RFP.

## **2. Confidentiality**

The Proponent will keep all Confidential Information strictly confidential and will not without the prior written consent of the RDN, which may be unreasonably withheld, disclose, or allow any of its Representatives disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Proponent will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained therein.

## **3. Ownership of Confidential Information**

The RDN owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Proponent will keep all Confidential Information which the Proponent receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the RDN, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

## **4. Limited Disclosure**

The Proponent may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purposes of evaluating the Services and preparing its Proposal and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Proponent will notify the RDN, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

## **5. Destruction on Demand**

On written request, the Proponent will promptly deliver to the RDN or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Proponent will confirm that delivery or destruction to the RDN in writing, all in accordance with the instructions of the RDN; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or to furnish to a court or to a regulatory authority pursuant to applicable law.

## **6. Acknowledgment of Irreparable Harm**

The Proponent acknowledges and agrees that the Confidential Information is proprietary and confidential and that the RDN may be irreparably harmed if any provision of this Agreement, were not performed by the Proponent or any party to whom the Proponent provides Confidential Information in accordance with its terms, and that such harm could not be compensated reasonably or adequately in damages. The Proponent further acknowledges and agrees that the RDN will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Proponent or any of its



Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the RDN may be entitled at law or in equity.

**7. Waiver**

No failure to exercise and no delay in exercising, any right or remedy under this Agreement by the RDN will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

**8. Severability**

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.

**9. Enurement**

This Agreement enures to the benefit of the RDN and binds the Proponent and its successors.



## APPENDIX 3

### SUBMISSION REQUIREMENTS

Without limiting the terms of this RFP, this Appendix 3 [Submission Requirements] describes the specific documentation that a Proponent should submit to satisfy the Proposal requirements, and to demonstrate that the Proponent is capable of performing the responsibilities and obligations under the Contract. The Proponent's Proposal documents should comprehensively address the requirements set out in this Appendix 3 [Submission Requirements].

The Proposal should include sufficient information to demonstrate that the Proponent has a good understanding of the Services and is capable of performing the Contractor's obligations and responsibilities under the Contract so as to properly perform the Services.

Proponents should arrange the content of their Proposal in accordance with the sequencing of, and using the section numbers and corresponding titles shown in Table 1 of this Appendix.

**Table 1: Submission Requirements**

Response Content
<b>Title Page</b>
Include the RFP number, and the Proponent's name, address, telephone number, GST number, contact person and email address.
<b>Letter of Introduction</b>
One page, introducing the Proponent and highlighting key aspects of the Proposal, and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP.
<b>TECHNICAL PROPOSAL</b>
<ol style="list-style-type: none"><li>1. Include the information requested in Section 5.3 Evaluation Criteria and Appendices 3 – 7.</li><li>2. Include a completed Appendix 3 [Technical Specifications Forms]</li><li>3. Include a completed Appendix 4 [Schedule of Prices]</li><li>4. Include a completed Appendix 5 [Proposal Declaration Form].</li><li>5. Include a completed Appendix 6 [Relationship Disclosure Form].</li><li>6. Include a completed Appendix 7 [References]</li></ol>



**APPENDIX 3  
EXTENSION VFD TECHNICAL SPECIFICATIONS  
ONE (1) NEW SINGLE-AXLE, 4-DOOR FIRE RESCUE ENGINE  
with a 1250 I.G.P.M. PUMP.**

**General Specifications:**

- a) Proprietary names, unless otherwise stated, are used solely to establish standards of materials and finish. Items of other manufacture may be accepted as equal to those specified, at the discretion of the RDN.
- b) Notwithstanding any other requirements, the unit shall meet the requirements contained in the Canadian Motor Vehicle Safety Standards, and the applicable British Columbia Provincial requirements.
- c) All provisions of the current CAN/ULC-S515-13 Third Edition shall apply and be considered part of these specifications regardless of whether it is written in specifications or not.
- d) The unit, when delivered, shall be listed and bear the label of the CAN/ULC.
- e) All threaded connections shall meet the following specifications:
  - i. 1.5" (38 mm) = NPSH
  - ii. 2.5" (65 mm) = British Columbia Fire Thread
- f) Apparatus lights and reflectors shall conform to the *British Columbia Motor Vehicle Act*.
- g) The Regional District will provide for two (2) inspection trips to the manufacturer's plant and will be responsible for their own costs for travel, lodging and meals. Unless agreed otherwise, the first on-site inspection will be prior to painting the body and the second on-site inspection will be pre-delivery, to ensure that all aspects of the Proposal have been complied with.

**Detailed Specifications:**

- a) The Supplier should respond to the specifications on the attached documents. These documents allow comparisons of what is being offered by each Supplier against the specification.
- b) If the Supplier is meeting the intent of the individual proposed item they shall type "YES" in the YES/NO column. If only a portion of the item is being offered or an alternative is offered, Suppliers shall type "NO" in the YES/NO column and explain the exception. If the explanation requires more space, please provide an extra sheet noting page and item numbers.



- c) If the Supplier is not meeting the specifications or not providing the item, type "NO" in the YES/NO column beside each item. Please note that taking an exception or indicating "NO" will not eliminate the Supplier from this process as long as there is an exception noted that can be evaluated.

**Examples:**

Description	YES/NO	VARIATION
6.8 Pressure governor system, FRC "Pump Boss" preferred.	YES	
6.14 All discharges will have a quarter turn drain valve and be configured in the following pattern. Each discharge will include a manually controlled valve at the pump operators' compartment and a 30 degree elbow. Department prefers Akron valves (2) Left side 2.5" (2) Right side 2.5" (1) Rear left hand side, 2.5" (1) Monitor 4.0" for master stream appliance above pump compartment.	NO	<i>Elkhart (model #) valves will be supplied</i>



Complete and submit these forms

Description	Yes/ No	Variation
1.1 The apparatus shall meet all requirements of the current National Fire Protection Association (NFPA) Standards, i.e., 1901 Standard for Automotive Fire Apparatus (2016 Edition) for "Pumper Fire Apparatus", unless otherwise advised by the fire department.		
1.2 Compliant, certified and tested, the apparatus shall meet all requirements of the Current CAN/ULC-S515-13 Standards for Automobile Firefighting Apparatus.		
1.3 The apparatus shall be constructed with due consideration to the nature and distribution of the load to be sustained and to the general character of service to which the apparatus is to be subjected when placed in service.		
1.4 All parts of the apparatus shall be strong enough to withstand the general service under full load.		
1.5 The apparatus shall comply with all applicable motor vehicle laws and regulations in effect in the province of British Columbia at the date of contract for purchase.		
1.6 The apparatus shall comply with all requirements of Work Safe BC (Workers' Compensation Board of British Columbia).		
1.7 The apparatus shall be a custom chassis type, enclosed cab equipped with four doors opening to the side. The Department has a building height requirement that the apparatus not exceed a height of 132 inches (11'). The department also prefers a cab with at least a 10" raised roof. The apparatus shall have a maximum overall length of 384 inches (32') including any overhang of ladders. Details of all standard chassis features to be provided as part of the proposal.		
1.8 The cab shall accommodate six persons and include maximum interior cabinets. Department to specify configuration at time of pre-build.		



1.9 The Proponent shall provide manufacturer's drawings of the vehicle showing the principle dimensions, heights, of various components of the chassis and complete apparatus. (4 copies)																								
1.10 Once the wheels, tires and suspension have been determined the table of measurement will be completed.		<table border="1"> <thead> <tr> <th>Detailed measurements</th> <th>mm (inches)</th> </tr> </thead> <tbody> <tr><td>Overall length</td><td></td></tr> <tr><td>Front bumper to back of cab</td><td></td></tr> <tr><td>Overall cab width</td><td></td></tr> <tr><td>Ground level to top of floor</td><td></td></tr> <tr><td>Ground level to top of first step</td><td></td></tr> <tr><td>Maximum rise between any step into cab</td><td></td></tr> <tr><td>Interior cab width</td><td></td></tr> <tr><td>Interior cab height floor to ceiling above driver seat</td><td></td></tr> <tr><td>Interior cab height floor to ceiling above passenger seat</td><td></td></tr> <tr><td>Interior cab floor above frame rails</td><td></td></tr> </tbody> </table>	Detailed measurements	mm (inches)	Overall length		Front bumper to back of cab		Overall cab width		Ground level to top of floor		Ground level to top of first step		Maximum rise between any step into cab		Interior cab width		Interior cab height floor to ceiling above driver seat		Interior cab height floor to ceiling above passenger seat		Interior cab floor above frame rails	
Detailed measurements	mm (inches)																							
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Interior cab height floor to ceiling above driver seat																								
Interior cab height floor to ceiling above passenger seat																								
Interior cab floor above frame rails																								
1.11 All valves, adjustments and controls will have labels and color coded to indicate function or use.																								
1.12 Confirm the make, model and year of the apparatus.																								
1.13 A weight distribution calculation should be provided with the proposal; in kilograms and pounds.																								



## Section 2: Chassis and Vehicle Components

Description	Yes/No	Variation
2.1 Please provide a chassis specification sheet for clarification of your proposal.		
2.2 Engine to be minimum 380 - 450 hp, with VG Turbocharger. Manufacturer to provide a detailed readout of horsepower and torque curves. Department prefers Cummins ISL engine. Engine must have fan clutch.		
2.3 Transmission preferred, Allison 3000 EVS series w/retarder, complete with push button control.		
2.4 Manual, emergency shutdown shall be provided at driver's location. Audible alarms for low oil pressure and high-water temperature shall be provided.		
2.5 A pump cooler and engine cooler will be provided.		
2.6 Four-wheel anti-lock braking system, with traction control and Roll Stability Control. Braking system shall be oversized.		
2.7 Wheels shall be Alcoa ultra-bright aluminum wheels six (6). Front tires preferred are: Michelin X MWY HD XZE two (2). Rear tires preferred are: Michelin XDN2 all four (4).		
2.8 Differential is required to be single speed with the ability to lock up differential manually or electronic from the driver's seat. The ratio will provide a speed of as close to 120km/h (75mph) as possible, at maximum engine speed.		
2.9 Chrome Towing eyes shall be below the front bumper and chrome tow hooks on the rear compartment. All inner edges of the tow eyes shall be chamfered.		
2.10 Multiplex wiring system with control module mounted right of driver's position and a screen and controls to the left of the officer.		
2.11 Video Cameras tied into control system i.e. V-MUX system, for turning and reverse operation: one left, one right, one rear		



2.12 24" Front bumper (chrome and or checker plate aluminum) with Covered 2.5" Pre-connect storage with capacity for 150' 1.75" Hose		
2.13 Block heater to be powered by 120-volt connection that has auto eject capability.		
2.14 The exterior of the cab shall include a maximum protective chrome or stainless appearance package.		
2.15 Exhaust system tailpipe to be located on the right-hand side of apparatus in front of the rear wheels exiting the vehicle at 90 degrees to the body.		
2.16 Redundant backup manual Cab Tilt operation to be included.		

### **Section 3: Low Voltage Electrical System**

Description	Yes/No	Variation
3.1 Please indicate detailed proposed optical warning and scene lighting package using the latest generation of LED lighting including make, model, locations and controls. Light bar to include alley lights. Include a brow light on the cab.		
3.2 Provide recessed male 120V 20A auto eject receptacle for shore line power that will terminate at cab and a recessed male air auto eject for shop air that is tied into the primary air tank on the air brake system. To be located on left side of cab, preference to Kussmaul electronics.		
3.3 Provide controls for siren and warning equipment accessible from both driver and officer's position. Department to specify location at pre-build.		
3.4 Provide optimal electronic audible siren package. Department prefers unit with low-frequency Siren option.		
3.5 Provide two air horns located in front bumper with labels and control from driver and officer's side mounted on dash		



3.6 Compartments, under body, pump panel and other work areas shall be provided with LED strip lighting.		
3.7 Provide wiring and antenna to install owner supplied two-way radio, and associated equipment.		
3.8 Provide a 12V constant power outlet on officer's side. For customer supplied Tablet Mount Department to specify location at pre-build.		
3.9 Provide compatible 4kW-5kW/40A Inverter/Charger		
3.10 Minimum alternator output shall exceed maximum continuous load at idle without the use of a load management system.		
3.11 Provide a LED traffic control light bar c/w controls located inside the cab near the driver.		
3.12 Additional 12V power and ground stud to be provided inside the cab area at cabinet.		
3.13 Provide 12V LED scene lighting on three sides of cab. Include two additional 12V LED scene light on the right and left side of the body.		
3.14 Include electrical load estimation for the Fire Rescue Truck with the proposal submission.		

#### Section 4: Driving and Crew Area

Description	Yes/No	Variation
4.1 Provide electric, intermittent windshield wipers.		
4.2 Steering column shall tilt and telescope.		
4.3 All seats shall be black rugged vinyl upholstery and rear seats to be flip-up style Department prefers HO Bostrom seats.		
4.4 Driver's seat shall be an air ride type		



4.5 All seats, other than the drivers, shall be equipped to accommodate one (1) SCOTT 4.5 30 Air Pack with cylinders with positive mounting and optional mask pouch.		
4.6 Windows in cab doors shall be manually operated and fully opening.		
4.7 Windshield and all window glass shall be tinted, shatter proof safety glass.		
4.8 The cab shall include an extreme insulation package to reduce noise and vibration.		
4.9 Heat and air conditioning to be provided to ensure both front and rear seating areas are kept at an acceptable temperature during all seasons.		
4.10 There shall be two windshield fans for air circulation.		
4.11 All mirrors shall be electrically controlled and heated with a single convex mirror. Smaller profile to limit blind spot is preferred.		
4.12 All interior surfaces including switch panel to be finished with rugged coated aluminum.		
4.13 Interior cabinet to be provided to store First Responder equipment, Pre-Fire Plan binders, TIC Camera and powered portable radios/charging unit in a secure location. Design to be determined at pre-build.		
4.14 6-User Intercom System with 6 headsets that includes (1) Wireless headset for Driver/Pump Operator and (5) wired headsets for other positions.		
4.15 All seat locations will have Fire Fighter Helmet holders located in cab.		



### Section 5: Body and Compartments

Description	Yes/No	Variation
5.1 Body material must be aluminum or stainless steel. Indicate thickness and construction type.		
5.2 All body surfaces shall be designed to prevent corrosion.		
5.3 The complete truck except for roll-up doors and checker plate shall be painted Red.		
5.4 Department to supply two door decals. Unit ID# & lettering shall be determined at pre build.		
5.5 Reflective warning stripe shall meet NFPA and include black pin striping above and below. Department to specify location and size at pre build.		
5.6 Compartment configuration shall be a single high side rescue configuration on the left (driver's) side and the right side will be configured to accommodate a Zico standard ladder rack. The ladder will not extend above the hose bed height in the stowed position. A maximum depth tailboard greater than 12". The floor of all compartments shall be above the bottom of the door edge. This ladder rack shall accommodate two (2) individual ladders (14' roof and 24' extension) Supplier shall supply (1) 14' roof, and (1) 24' extension ladders.  The ladder control switch shall be installed at the right rear of the apparatus.  The ladders shall be retained with chrome plated handles that shall be spring loaded and be easily turned.  A ladder rack improper storage alarm shall be provided in the cab.		
5.7 There shall be a ladder on one side of the rear compartment to gain access to the hose bed.		
5.8 There shall be a grab handle installed on the upper hose bed side to assist with access to the top of the hose bed.		
5.9 There shall be a 10" full width step located above the rear panel designed for two fully clothed firefighters to load hose into the hose bed.		



5.10 All step surfaces shall be covered with bright finished aluminum alloy diamond mill finish tread plate with corrosion resistance, where possible.		
5.11 Compartment doors on body shall be the roll-up type. Includes pump panel doors.		
5.12 A drip cap over compartments must be provided.		
5.13 Adjustable shelving to be provided as follows: L1- Pre-connect trays & (see 5.15) L2- Tool Board, 2 slide out, 1 slide and tilt. L3- Tool Board, 1 slide out, & (see 5.14). L4- Pump Panel (see 5.16) R1- Pre-connect trays & (see 5.15) R2- Tool Board, 2 slide out, 1 slide and tilt. R3- Tool Board, 1 slide out R4- Tool Board, 2 slide out, 1 slide and tilt		
5.14 Compartment L3 to be designed to accommodate a minimum of 8 (eight) 4.5 Scott SCBA bottles.		
5.15 Compartment L1 and R1 each to include removable Pre-connect trays for easier loading, vertical tool board, and Cord reels. Compartment L1 to include location for (2) wheel chocks. Department prefers Hannay Electric Cord Reels.		
5.16 L4 to include 60" Pinch Point Crowbar, mounted vertically.		
5.17 All compartments with exception of L1, R1, & L4 to be provided with continuous track system, which will allow all trays to be adjusted within a range of 6" from floor to 6" from top of each compartment or bottom of tool board.		
5.18 The rear hose bed shall be of conventional design within the body to accommodate a minimum of: 600ft – 4-inch supply hose 1000ft - 2.5-inch hose 500ft - 1.5-inch hose Two standard adjustable dividers shall be provided for the rear hose bed. Hose Bed to have vinyl cover.		



5.19 Two holes to be fabricated to house two transverse speed-lay hose trays. Located in R1 and L1. The First hole will accommodate two trays side by side for 1.75" hose and the second transverse hole for one Basket stretcher. The two speed-lays will be connected below the speed-lay trays. One per side in R1 and L1.		
5.20 Compartment lighting shall be inward facing, LED strip system.		
5.21 Interior of compartments to be epoxy trunk splatter finish.		
5.22 Rear compartments designed to hold, two 6" Hard Suction /w fittings that slide-in. An additional compartment designed to hold supplier supplied (1) 10' attic ladder, (1) of each 10ft fiberglass pike pole and 6ft pike pole (fiberglass type).		

#### Section 6: Fire Pump and Associated Equipment

Description	Yes/No	Variation
6.1 The pump shall be single-staged Waterous pump. The pump will be rear mounted enclosed in Body with ample access and a Rear-mounted (L4) Full Graphic Pump panel controls, having at least a minimum rating of 1250 GPM. With a FoamPro 2001 Foam System, using on aboard Class "A" 30-gallon foam tank and a truck panel connection for Class "B" injection system. Foam plumbed to all pre-connects, bumper and one 2.5" rear discharge.		
6.2 A gauge cluster package shall be provided for information to the pump operator about engine and pump characteristics. Industry standards shall apply. Lighted gauges will be used.		
6.3 All discharges and intakes will have cable or chain complete with a cap. A 2.5" to 1.5" chrome adapter with cap will be provided for each discharge. Where applicable. A 1.75" to 1.5" chrome adapter with cap will be provided for each discharge. Where applicable.		



6.4	All valves will be color coded to match discharge and inlet labels. Water supply to pump will be blue and read "TANK TO PUMP".		
6.5	Electric oil-less pump primer shall be installed.		
6.6	Provide type and size of all plumbing.		
6.7	Electronic Pressure governor system preferred.		
6.8	A heat exchanger and pump cooler bypass shall be provided.		
6.9	An adjustable pressure relief valve shall be provided for all intakes.		
6.10	Main intake will be capable of 6" and 4" connections		
6.11	All finished threads shall be compatible with common British Columbia fire service threads as used by Extension Volunteer Fire Department.		
6.12	All intakes will have a screen and designed to have minimum friction loss. Configured in the following pattern: (1) Left Rear 6.0" (fitted for 6" & 4" connections) (1) Left Rear 2.5" (1) Left Rear 2.5" (Direct Fill, see 7.8) All valves to be manually controlled including master intake.		
6.13	All intakes and master pump drain will be manually controlled.		
6.14	All discharges will have a quarter turn drain valve, be manually controlled at the compartment panel where it is located and have a 30-degree elbow. Department prefers Akron valves, located here: (1) Front Bumper Pre-Connect 2.5" (1) Left side L1 2.5" (1) Left side Pre-connect in L1 1.75" (1) Right side Pre-connect in R1 1.75" (1) Right side R1 2.5" (1) Rear right side 4"		



(2) Rear right side, 2.5"		
(1) Monitor (3" plumbing) located at the optimal position for fire fighter use and access. Include TFT Hurricane Remote Controlled Electric Monitor w/Fog Pattern Nozzle		
6.15 All discharges to include backlit pressure gauges in proximity to their control location.		
6.16 The apparatus will be ULC Listed and Tested prior to acceptance by the department with a plate attached on the pump house opposite to the operator's compartment area.		
6.17 A 4" tank to pump supply line to be located at the pump panel.		

### **Section 7: Water Tank**

Description	Yes/No	Variation
7.1 The water tank to be 1000 Imperial Gallons (4546 Litres). The tank shall have a lifetime warranty and be readily removable from the apparatus.		
7.2 The tank construction shall be at least $\frac{1}{2}$ " thick polypropylene construction.		
7.3 The tank shall have a removable lid for servicing.		
7.5 Water tank to have built-in baffles to prevent water sloshing.		
7.6 The tank shall have a fill tower, a cap to prevent spillage and adequate overflow piping to prevent tank bursting. Overflow shall be located to direct water directly to the ground, avoiding any truck or body parts.		
7.7 A water tank gauge shall be provided in the pump operator's area. Additional LED indicators visible from both the rear and right side of the apparatus are also required. The tank level will be displayed in five increments.		
7.7 A tank fill line minimum of 2" I.D. shall be provided from the pump to the tank.		



7.8 A 2 ½" direct tank fill port complete with 30 degree elbow will be provided at the rear of the truck.		
7.9 Manufacturer to provide NFPA/ULC test data to confirm the carrying capacity of the water tank for the Fire Rescue Truck. Tank must carry the specified amount of water.		

#### **Section 8: Line Voltage System**

Description	Yes/No	Variation
8.1 Provide for six (6) 120V 20A GFI outlets, (1) at pump panel, (1) each side at rear of truck, (1) each Connected to R1 & L1 Cord Reels, & one (1) at interior cabinet.		
8.2 All wiring (including that in section 3) to be the highest of standards, including but not limited to termination points, splices, bundling, anchoring and routing. All wiring to be routed behind removable compartment panels, not on the back side of door frames, cross members, etc., so that there is absolutely no possibility of damage. Pictures of past wiring projects including in cab, behind pump panel and inside of body compartments MUST be provided.		



## APPENDIX 4

### SCHEDULE OF PRICES

Having carefully examined all of the tender documents including all Addenda issued as supplements thereto, we hereby offer to supply the equipment for the Pricing stated herein. Prices include the Contractor's labour, materials, equipment, transportation, customs, duties and any other costs including overhead and profit and shall represent the total and final cost to the RDN.

Equipment shall be delivered F.O.B. (freight pre-paid) to the RDN, Extension Volunteer Fire Department, 2201 Bramley Road, Nanaimo, British Columbia, Canada.

The RDN shall pay in lawful money of Canada the amount shown for the following items subject to the conditions of the contract documents.

**PRICE FOR BASE FIRE RESCUE TRUCK (all minimum requirements met):**

Price (before Environmental Fees, GST and PST)	\$ _____
Environmental fee – battery	\$ _____
Environmental fee – tires	\$ _____
Provincial Sales Tax (PST)	\$ _____
Good and Services Tax (GST)	\$ _____
<b>(A) TOTAL PRICE OF Rescue Truck</b>	\$ _____



**APPENDIX 4**  
**SEPARATE PRICING**

It is at the RDN's sole discretion whether to accept any of the separate prices.

- a) MSA Evolution 6000 Basic Thermal Imaging Camera w/charging mount \$ \_\_\_\_\_
- b) One Blow Hard BH-20 PPV fan. \$ \_\_\_\_\_
- c) Compressed Air Foam System with AutoFill valve \$ \_\_\_\_\_
- e) Addition for EZ-Trac AWD System \$ \_\_\_\_\_
- f) Addition for hard cover on hose bed \$ \_\_\_\_\_
- g) Addition for valves larger than 2.5 inches to be electrically controlled from the rear pump panel, with a manual backup located at each valve. \$ \_\_\_\_\_
- h) Master intake valves (6") to be fitted with electronic butterfly valve. \$ \_\_\_\_\_
- j) Addition for a command light (KL415A-FS) mounted on the roof.  
Tied into V-Mux system and standard controls mounted with pump panel.  
To include Backlight and Amber strobe options. \$ \_\_\_\_\_

Net Provincial Sales Tax (PST) \$ \_\_\_\_\_

Net Good and Services Tax (GST) \$ \_\_\_\_\_

**(B) TOTAL PRICE of Separate Prices** \$ \_\_\_\_\_

**SUMMARY PRICING:**

- (A) TOTAL PRICE OF Rescue Truck** \$ \_\_\_\_\_
- (B) TOTAL PRICE of Separate Prices** \$ \_\_\_\_\_
  
- Total Price** \$ \_\_\_\_\_

The combined totals of (A) & (B) will be used when evaluating pricing.



## APPENDIX 5

### PROPOSAL DECLARATION FORM

To: **Regional District of Nanaimo**

Attention: **Doug Gardiner, Fire Services Coordinator**

Re: **Proposal Declaration Form: RFP No. 19-052 Extension VFD Fire Rescue Engine Vehicle**

The Proponent hereby agrees and acknowledges that:

**1. Proposal**

- (a) this Proposal Declaration Form has been duly authorized and validly executed and is binding on the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms to the RFP and that the RDN may, in its discretion, reject the Proposal if it fails to strictly conform to the RFP;
- (d) its Proposal is in all respects a fair submission made without collusion or fraud; and
- (e) the RDN reserves the right to verify information in the Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on any or all of the Proponent team members and by submitting a Proposal, the Proponent agrees that they consent to the conduct of all or any of those investigations by the RDN.

**2. Acknowledgements with Respect to the RFP**

- (a) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP table of contents, and any and all Addenda;
- (b) the Proponent agrees to be bound by the RFP, including but not limited to the provisions related to confidentiality and the ability of the Proponent to make a claim against the RDN;
- (c) the Proponent has had sufficient time to consider, and has satisfied itself as to the applicability of, the content in the RFP and any and all conditions that may in any way affect its Proposal;



- (d) the Proponent has disclosed all relevant relationships of the Proponent, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) the Proponent has received, and based its Proposal, on all Addenda issued by the RDN.

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Company Name of Proponent

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Printed Name of Authorized Signatory

---

Title of Authorized Signatory

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Signature of Authorized Signatory

**APPENDIX 6**

**RELATIONSHIP DISCLOSURE FORM**

This form should be completed by the Proponent on its own behalf and on behalf of each member of the Proponent's team.

The Proponent declares on its own behalf and on behalf of each member of the Proponent team that:

- (a) This declaration is made to the best knowledge of the Proponent and, with respect to relationships of each member of the Proponent team, to the best knowledge of that member.
- (b) The following is a full disclosure of all known relationships that the Proponent and each member of the Proponent team has, or has had, with:
  - (i) current RDN staff;
  - (ii) any current directors or officers of the RDN;
  - (iv) any other person who, on behalf of the RDN has been involved in the procurement process or the design, planning or implementation of the Services or has confidential information about the Services or the procurement process.

<b>Name of Proponent team member</b>	<b>Name of party with relationship</b>	<b>Details of the nature of the relationship with the listed person</b>

---

Company Name of Proponent

---

Printed Name of Authorized Signatory

---

Title of Authorized Signatory

---

Signature of Authorized Signatory



## APPENDIX 7 REFERENCES

### List of Previous Contracts:

The Supplier will supply the name of the fire department, date delivered, type of apparatus and price (net of taxes) of the last four (4) similar fire apparatus the supplier has supplied in the province of British Columbia. RDN/EXTFD plans on contacting some of these fire departments to inquire as to the nature of the Supplier's performance.

Fire Department:

Date Delivered:

Type of Apparatus:

Price: \_\_\_\_\_

Fire Department:

Date Delivered:

Type of Apparatus:

Price: \_\_\_\_\_

Fire Department:

Date Delivered:

Type of Apparatus:

Price: \_\_\_\_\_

Fire Department:

Date Delivered:

Type of Apparatus:

Price: \_\_\_\_\_

(If additional space is required, attach additional pages)

BETWEEN: \_\_\_\_\_ (the "Supply Contractor")

AND: Regional District of Nanaimo (the "Corporation")

THIS AGREEMENT WITNESSES that the Supply Contractor and the Corporation agree as follows:

1. The Supply Contractor shall provide all labour, Supply Contractor's Plant and Equipment and materials required to supply the Goods within the required time, as required by the Contract Documents.
2. The Corporation shall pay the Supply Contractor the Contract Price, as required by the Contract Documents on a net 30 days basis from receipt of invoice.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
  - (a) the Proposal Price, \$ \_\_\_\_\_, and
  - (b) any payments made on account of written RDN approved change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Supply Contractor by the Corporation for the Goods and shall cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, off-loading, drafting charges, tariffs, duties, customs broker, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

4. The Supply Contractor shall supply all Goods to the Delivery Point no later than twelve (12) months from the date of RDN written approval of the final design.
5. The Contract Documents shall form a part of this Agreement as though recited in full.
6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between the Corporation and the Supply Contractor with respect to the subject matter of this Agreement.
7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the Corporation.
8. No action or failure to act by the Corporation or an authorized representative of the Corporation shall constitute a waiver of any right or duty afforded any of them under

the Contract, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9. This Agreement shall enure to the benefit of and be binding upon the Corporation and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
10. Time shall be of the essence of this Agreement.
11. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

SAMPLE

REGIONAL DISTRICT OF NANAIMO

Page 3 of 3

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

REGIONAL DISTRICT OF NANAIMO

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the date of Agreement):

SIGNED on behalf of the Corporation by:

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

[SUPPLY CONTRACTOR'S NAME]

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

SIGNED on behalf of the Supply Contractor by:

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**END OF SECTION**

**GENERAL****1.1 DEFINITIONS**

The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number includes the plural number and vice versa.

"Addenda" means the supplemental written conditions issued prior to execution of the Agreement which modify or interpret the Contract Documents by addition, deletion, clarification, or corrections;

"Agreement" means the Standard Form Supply Contract Form of Agreement;

"Contract" means the agreement formed by the Corporation's acceptance of the Proposal for the supply and delivery of the equipment set out in the Contract Documents;

"Contract Documents" means the following documents:

- (1) the executed Standard Form Supply Contract Form of Agreement;
- (2) the General Conditions;
- (3) Schedule 1 Specifications and Drawings
- (4) Schedule 2 Pricing Schedule
- (5) Schedule 3 Warranty Information
- (6) other relevant documents such as but not limited to letters of clarification and any reports, standards or the like;

"Contract Price" has the meaning set out in the supply form of agreement;

"Corporation" means the Regional District of Nanaimo;

"Day" means calendar day;

"Delivery Date" has the meaning set out in the supply form of agreement;

"Delivery Point" means the Extension Volunteer Fire Department, 2201 Bramley Road, Nanaimo, BC, Canada;

"Person" includes an individual, corporation, partnership and joint venture;

"Specifications" means that part of the Contract Documents consisting of general requirements and written descriptions of the technical features of materials, equipment, construction systems, standards and workmanship;

"Supply Contractor" means the person who or which execute the Agreement;

"Supply Contractor's Plant and Equipment" means the equipment, material, supplies and all other items (except labour) brought onto the Delivery Point by the Supply Contractor, but not to be incorporated in the Equipment;

## **CONTRACT REQUIREMENTS**

### **1.1.1 Successors' Obligations**

The Contract shall enure to the benefit of and is binding upon not only the parties hereto but also their respective successors and permitted assigns.

### **1.1.2 Assignment of Contract**

The Supply Contractor shall not assign the Contract in whole or in part, nor any payments due or to become due under the Contract without the prior written consent of the Corporation. No assignment of the Contract shall relieve the Supply Contractor from any obligation under the Contract or impose any liability on the Corporation. Involuntary assignment of the Contract as a result of, inter alia, bankruptcy, assignment of the Contract for the benefit of creditors or appointment of a receiver, or insolvency shall be deemed default under the Contract entitling the Corporation to terminate the Contract as hereinafter provided.

### **1.1.3 Waiver of Rights**

Except as herein provided, no act or failure to act by the Supply Contractor or the Corporation at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Supply Contractor or the Corporation, as the case may be, of any of their rights or remedies. No waiver shall be effective except in writing. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

### **1.1.4 Amendment of Contract Documents**

The Contract Documents shall not be amended except as specifically agreed in writing signed by both the Corporation and the Supply Contractor.

**1.2 LAWS, REGULATIONS AND PERMITS**

- 1.2.1 The Contract shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to mediation as per clause 2.3 Dispute Resolution. The parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.
- 1.2.2 The Supply Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Equipment. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable for the prosecution of the work they shall be obtained by the Supply Contractor at its expense, provided that the Supply Contractor shall not make application for any such permit, authorization, approval or licence without first obtaining the written consent of the Corporation.
- 1.2.3 **Patents, Royalties and Copyright**  
The Supply Contractor shall pay all fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Equipment or with the use of the Equipment by the Corporation. Before final payment is made on the account of this Contract, the Supply Contractor shall, if requested by the Corporation, furnish acceptable proof of a proper release from all such fees or claims.
- 1.2.4 All references to money in the Contract Documents shall be interpreted as meaning lawful currency of Canada.

**PART 2 CORPORATION-SUPPLY CONTRACTOR RELATIONS****2.1 AUTHORITY OF CORPORATION****2.1.1 Acceptability of Equipment**

The Corporation shall make the final determination of the acceptability of the Equipment.

**2.1.2 Appointment and Authority of Inspector**

2.1.2.1 The Corporation may appoint an Inspector for the Equipment at any time before or after award of the Contract. If the Corporation appoints an Inspector the Inspector shall represent the Corporation at the Delivery Point. The Inspector shall have the authority set out in the Contract Documents and such other

authority as may be delegated in writing by the Corporation including but not limited to the following:

- (a) to make decisions regarding the Equipment;
- (b) to make decisions regarding the manner of performance of the Equipment;
- (c) to make determinations regarding deficiencies;

## 2.2 RESPONSIBILITIES OF THE SUPPLY CONTRACTOR

### 2.2.1 Attention to the Equipment

The Supply Contractor shall diligently attend to the supply of the Equipment so that they are delivered faithfully, expeditiously and in accordance with the Contract Documents.

### 2.2.2 Authorized Representative

The Supply Contractor shall advise the Corporation in writing of the name of the Supply Contractor's authorized representative.

### 2.2.3 Off-loading of Equipment

The Supply Contractor shall provide all necessary instructions to ensure satisfactory off-loading of the Equipment.

### 2.2.4 Shipment

The Supply Contractor shall properly package all Equipment for safe shipment to the Delivery Point and a Notice of Shipment shall be sent by the Supply Contractor to the Corporation in advance of final delivery. The Notice of Shipment shall state the delivery date, the Purchase Order number, description of the Equipment, the Supply Contractor's name and the carrier by which the shipment is being made. Clear title to the Equipment, free of all charges, liens and encumbrances shall pass to RDN when the Equipment(s) is received, inspected, deficiencies rectified, and accepted by the RDN at the Extension Volunteer Fire Department, 2201 Bramley Road, Nanaimo, BC, Canada. Prior to the final delivery, the vehicle will be professionally cleaned and polished.

Until such time as title of Equipment(s) is accepted by the RDN, the Dealer shall be responsible for insurance claims related to the Equipment(s) and the RDN shall not be considered to have breached any Contract if there is a fire, damage or other cause which entitles an insurance company to seize or take possession of the Equipment or part thereof.

The passing of title to the RDN shall not affect any of the Dealer's obligations.

#### 2.2.5 Errors and Omissions

If the Supply Contractor discovers that there are any errors or omissions in the Contract Documents, it shall immediately notify the Corporation in writing. The Corporation will review the matter and if it concludes that there is an error or omission, it shall determine the corrective actions to be taken and will advise the Supply Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the Corporation shall issue an appropriate change order. After discovery by the Supply Contractor of an error or omission in the Contract Documents any work thereafter performed by the Supply Contractor shall be done at its risk unless otherwise agreed by the Corporation.

#### 2.2.6 Training

As a minimum, a qualified person shall provide one (1) full eight (8) hour day of instruction to the Extension VFD staff in the operation and maintenance of the Equipment.

#### 2.2.7 Inspections

The Regional District will provide for two (2) inspection trips to the manufacturer's plant and will be responsible for their own costs for travel, lodging and meals.

Unless agreed otherwise, the first on-site inspection will be prior to painting the body and the second on-site inspection will be pre-delivery, to ensure that all aspects of the Proposal have been complied with. Two (2) days prior to meeting, documentation and pictures will be sent to RDN/EXTFD for review and discussion.

Outside of these two on-site inspection trips, the RDN would like periodic updates during manufacturing process via web/video conferences.

#### 2.2.8 Documentation at Time of Delivery

The Supply Contractor is to provide the following documentation upon delivery. In addition, the Supply Contractor will supply, on disc or thumb drive, an electronic copy of all manuals:

The Supply Contractor to provide keys, or fobs, two (2) sets;

The Supplier shall supply, **drawings** of the apparatus being proposed. The drawings shall show all four sides and top of the apparatus. The drawings are extremely important, as they can easily resolve any questions as to items that are unclear in the specifications. Drawings of similar apparatus are NOT acceptable;

One (1), set of **as-built electrical wiring schematics** to cover any and all wiring not installed by chassis manufacturer. This diagram to include part numbers and brand names of switches, lights, etc., of parts used;

Available for inspection one (1), quality **parts catalogue and service manual** covering the entire Fire Rescue Truck. This also will include a list of all belts, hoses, and filters; including part numbers, manufacturer and use and complete drive train available for inspection by the purchaser. This must include any equipment supplied with the Fire Rescue Truck;

Manufacturer's **certificate of origin**;

**Schedule of guarantees/warranties** document and certifications shall be provided;

One (1), complete **overhaul manuals** to cover, but not limited to, tires, engine, batteries, pumps, transmission, rear axle, electrical components to cover the completed Fire Rescue Truck. They will include as-built wiring schematics of chassis;

One (1), **pump manuals** covering repair and operation of pump;

**Calculations** showing grade ability and speed, i.e., calculations of the apparatus center of gravity;

Any **special tools** that will be required in the care and maintenance or overhaul of the Fire Truck and its components;

All fluid capacities in litres;

A **permanent plate** will be mounted in the driver's compartment, specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

One (1), complete **operation and maintenance manuals** of the completed apparatus as delivered, including but not limited to the chassis, pump, wiring and firefighting equipment, and;

Manufacturer shall state **angles of approach and departure** for the Fire Rescue Truck. The **break-over angle** shall be shown on the actual apparatus drawing.

## 2.3 DISPUTE RESOLUTION

### 2.3.1 Disputes

A dispute occurs between the Corporation and the Supply Contractor where there is a difference between the parties as to the interpretation, application or administration of the Contract.

### 2.3.2 Dispute/Claim Resolution

- (1) All matters in dispute under this Agreement which is not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Supply Contractor be submitted to mediation to a single mediator appointed jointly by them.
- (2) No one shall be nominated to act as a mediator who is in any way financially interested in the business affairs of either the Regional District or the Supply Contractor.
- (3) If the parties cannot agree on the choice of a mediator, each party shall select a nominee and the nominees shall jointly appoint a mediator.
- (4) The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

## PART 3 MATERIAL, EQUIPMENT AND WORKMANSHIP

### 3.1 GENERAL

The Equipment shall be of the quality specified or better. All work related to the Contract Documents shall be done with equipment and workmanship of the best quality and description and by employment of properly skilled workers and in strict conformity with and as required by the Contract Documents. Materials and equipment shall be the product of suppliers or manufacturers of established good reputation, regularly engaged in the supply or manufacture of such materials or equipment.

### 3.2 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

#### 3.2.1 Inspection

Inspections and testing shall not in any way relieve the Supply Contractor from any of its obligations or responsibilities under the Contract Documents, and shall not in any way prejudice or constitute a waiver of any rights or remedies of the Corporation or any guarantees, warranties or covenants in favour of the Corporation, and the Corporation shall be entitled to rely on the expertise and obligations of the Supply Contractor and its subcontractors and their consultants and engineers to the same extent as if such inspections and testing by the Corporation or any inspector or agent had not taken place.

If the Contract Documents, laws, ordinances, or any public regulatory authority requires parts of the Equipment to be specially inspected, tested or approved, the Supply Contractor agrees that the Equipment shall comply.

The Equipment are subject to inspection and acceptance by the RDN within a reasonable time after receipt. The RDN will notify the Supply Contractor in writing of the rejection of any of the Equipment which are not in accordance with the Contract Documents, and the Equipment will be held subject to disposition by the Supply Contractor at the Supply Contractor's risk and subject to all charges accruing as a result of such rejection.

Notwithstanding any prior payment therefor, all Equipment are subject to inspection and testing by the Corporation at the Delivery Point.

#### 3.2.2 Certification

The equipment must be certified by the Supply Contractor in accordance with the local authorities with jurisdiction. Where compliance of Equipment, materials or equipment with the Contract Documents is not readily determinable through inspection and tests, the RDN may require that the Supply Contractor provide, at the Supply Contractor's expense, properly authenticated documents, certificates or other satisfactory proof of compliance.

These documents, certificates or other proof shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

### 3.3 DEFECTIVE OR IMPROPER EQUIPMENT

#### 3.3.1 Correction of Defective Equipment

If upon inspection, testing or otherwise the Equipment or any portion thereof are found to be non-conforming, unsatisfactory, defective, or inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the RDN may give notice of its dissatisfaction to the Supply Contractor in writing and the Supply Contractor shall immediately upon receipt of such notice do all things that are required to satisfy the RDN. If the Supply Contractor refuses or neglects to do all things that are required to satisfy the RDN within one week from the receipt of notice, the Corporation may employ some other person to do so and all expenses and costs consequent thereon or incidental thereto shall be charged to the Supply Contractor. The employment of such other person or the doing of the said work by the Corporation itself shall not affect the Supply Contractor's duties and liabilities hereunder or relieve the Supply Contractor from the performance and fulfilment of any or all of the Supply Contractor's warranties, covenants, undertakings, obligations and duties under the Contract.

#### 3.3.2

If upon inspection, testing or otherwise the Equipment or any portion thereof are found to be non-conforming, unsatisfactory, defective, or inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the Corporation may return the Equipment or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the Corporation to the Supply Contractor on account of the Contract Price of such returned Equipment, shall be repaid to the Corporation by the Supply Contractor. The Supply Contractor shall advise the Corporation in writing, where to return the Equipment, and failing such advice from the Supply Contractor, the Supply Contractor agrees to accept the returned Equipment at the Supply Contractor's registered office. Neither the inspection nor failure to make inspection, nor acceptance of Equipment shall release the Supply Contractor from any warranties or other provisions of this Contract nor impair the Corporation's right to reject non-conforming Equipment. The Corporation reserves the right even after it has paid for and accepted

Equipment to make a claim against the Supply Contractor on account of any Equipment which do not prove to be satisfactory or are defective irrespective of the Corporation's failure to notify the Supply Contractor of a rejection of non-conforming Equipment or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Equipment after rejection or acceptance thereof.

### 3.3.3 Retention of Defective Equipment

If in the opinion of the RDN any portion of the Equipment supplied under the Contract is defective or not in accordance with the Contract Documents and if the defect or imperfection in the same is not of sufficient magnitude or importance to make the Equipment dangerous or undesirable, or if the removal of such Equipment is impracticable, or will create conditions which are dangerous or undesirable, the Corporation shall have the right and authority to retain such Equipment instead of requiring the defective or imperfect Equipment to be removed and reconstructed, but the Corporation shall be entitled to make such deductions from the payments due or to become due to the Supply Contractor as are just and reasonable.

### 3.3.4 No Implied Approval

The fact that the Corporation has not disapproved of or rejected any part of the Equipment shall not be deemed or be construed to be an acceptance of any such part of the Equipment or any such materials.

## 3.4 WARRANTY AND GUARANTEE

### 3.4.1 The Supply Contractor agrees that the Equipment manufacturer's standard warranty as outlined in the Supply Contractor's Proposal and is to the benefit of the Corporation and that the Equipment are free from all defects arising from faulty construction, manufacturing, materials, equipment or workmanship for the period of the Equipment manufacturer's standard warranty period.

### 3.4.2 During the warranty period, the Supply Contractor, upon the receipt of notice in writing from the Corporation, shall promptly make all repairs arising out of the defects. The Corporation shall be entitled to make such repairs, if 10 Days after the giving of such notice to the Supply Contractor, the Supply Contractor has failed to make or undertake with due diligence the repairs. In case of an emergency, where, in the opinion of the Corporation, delay could cause serious loss or damage, or inconvenience to the public, repairs may be made without notice being sent to the Supply Contractor, only after all reasonable attempts have been made to contact the Supply Contractor. The costs of any repair made

by the Corporation in connection with this clause shall be charged to the Supply Contractor and the Supply Contractor shall reimburse the Corporation for such costs. All covenants and agreements shall continue to be binding on the Supply Contractor until they have been fulfilled.

- 3.4.3 The Corporation is relying on Supply Contractor's skill and judgment in selecting and providing the proper Equipment and any applicable services for the Corporation's particular use. The Supply Contractor warrants to the Corporation and its successors in interest that the Equipment and any services covered hereby will correspond with the description of the same in the Contract Documents, will conform to all applicable Specifications, will be of the best quality and, unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all aspects, both in the manufacture and use thereof, with all applicable safety orders or regulations of the Province of British Columbia. The Supply Contractor also warrants that the Equipment are free and clear of all liens and encumbrances whatsoever and that the Supply Contractor has a good and marketable title to the same.
- 3.4.4 The Supply Contractor warrants and guarantees that the Equipment are free from all defects arising at any time from faulty design in any part of the Equipment.
- 3.4.5 The Supply Contractor represents that it has read the contract terms and the Specifications and has satisfied itself that the Equipment can be supplied in accordance with the Specifications free of defects and fit for the purpose for which they are to be used.
- 3.4.6 The warranty period shall commence once the RDN accepts clear title of the Equipment.
- 3.4.7 The warranty should be made out to the Regional District of Nanaimo, 6300 Hammond Bay Road, Nanaimo, BC V9T 6N2.

#### PART 4 INDEMNIFICATION AND INSURANCE

##### 4.1 INDEMNIFICATION AND RELEASE

- 4.1.1 The Supply Contractor shall save harmless and indemnify the Corporation and its directors, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Equipment or the supply, off-loading or delivery of the Equipment by the Supply Contractor under this agreement, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.
- 4.1.2 Unless otherwise specified in the Contract, the Supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopied composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Equipment, and/or used or to be used by the Corporation before or after supply of the Equipment as a result of work performed by the Supply Contractor, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.
- 4.1.3 The Supply Contractor shall release and discharge the Corporation and its directors, officers, servants, employees and agents (the "Released Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) which the Supply Contractor or its servants or employees might have in any manner arising in any way out of or connected with the Equipment or the supply, off-loading or delivery of the Equipment by the Supply Contractor under this agreement except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Released Parties or any of them.

4.1.4 The indemnity provided in this clause by the Supply Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

#### 4.2 INSURANCE

##### 4.2.1 General

The Supply Contractor and subcontractors shall provide at their own cost any insurance which they are required by law to provide or which they consider necessary to protect their own interests.

##### 4.2.2 Indemnity Not Restricted By Insurance

The provisions for insurance shown above shall not in any way limit the indemnity granted by the Supply Contractor to the Indemnified Parties elsewhere in this section.

#### 4.3 PATENT, TRADEMARK OR COPYRIGHT

4.3.1 The Supply Contractor represents that it has fully investigated all Specifications, including any furnished by the Corporation, in connection with the Equipment and based on such investigation and its past experience and superior knowledge with respect to such Equipment has determined that the production and supply thereof will not infringe any patent, trademark or copyright.

### PART 5 SHIPMENT OF EQUIPMENT/DAMAGE TO EQUIPMENT

#### 5.1 SHIPMENT OF EQUIPMENT

##### 5.1.1 Delivery of Equipment

The Supply Contractor must deliver the Equipment to the Delivery Point. Delivery of the Equipment to a carrier for transmission to the Delivery Site does not constitute delivery of the Equipment to the Corporation. Any such carrier is deemed to be the Supply Contractor's agent and not the Corporation's agent.

##### 5.1.2 Delivery Costs

The Supply Contractor is responsible for all costs and expenses whatsoever in relation to the supply and delivery of the Equipment to the Delivery Point, including without limitation, all shipping, carrier, transportation, freight, insurance, storage, handling and off-loading costs, as well as any customs or excise charges or duties.

**5.1.3 Supply Contractor to Bear Risk**

The Supply Contractor shall bear all risks and shall assume all responsibility for the Equipment, including, without limitation, any loss or damage to the Equipment from any cause whatsoever, up to and including the delivery and off-loading of the Equipment at the Delivery Point.

**5.1.4 Loss or Damage**

If loss or damage to the Equipment occurs for which the Supply Contractor is responsible, the Supply Contractor shall immediately effect repairs or replace any property as necessary in order to make good any such loss or damage. If the Supply Contractor refuses or neglects to do so, the Corporation may make good any such loss or damage, either by itself or by employing some other person, and the expense of doing so shall be charged to the Supply Contractor. If any repair or replacement of property is performed on the Equipment as a result of loss or damage to the Equipment for which the Supply Contractor is responsible the Supply Contractor represents and warrants that the warranty provided shall not be affected or changed to any manner or respect whatsoever.

**5.1.5 Acceptance of Delivery of Equipment by Corporation**

Notwithstanding any other provision in the Contract Documents, the Corporation is not deemed to have accepted the Equipment until the Equipment have been delivered to and off-loaded at the Delivery Point and the Corporation has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the Contract. The Corporation's acceptance or deemed acceptance of the Equipment shall not prejudice any rights or remedies the Corporation may have hereunder relating to Equipment that are found to be non-conforming, unsatisfactory, defective, of inferior quality or workmanship, or which fail to meet any specifications or requirements of the Contract Documents.

**PART 6 PROGRESS AND COMPLETION****6.1 CONTRACT TIME****6.1.1 Prosecution of the Equipment**

Time shall be strictly of the essence. The Supply Contractor shall supply the Equipment in accordance with the Contract Documents. The Supply Contractor acknowledges that the schedule for supply of the Equipment as set out in the Contract Documents is reasonable.

**6.1.2 Schedule**

The Supply Contractor shall provide a schedule and periodic updates co-ordinating the supply of Equipment within the prescribed time. Contract time extensions, if any, shall be incorporated into updated schedules. The failure of the Supply Contractor to comply with this requirement may entitle the Corporation to terminate the Supply Contractor's right to continue with the supply of Equipment or to delay progress payments.

**6.2 TERMINATION**

**6.2.1** The Corporation may terminate the Contract if the Supply Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the Corporation giving notice thereof.

**6.2.2** The Corporation may terminate the Contract if at any time the Corporation forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:

- (1) has breached a fundamental term of the Contract or is in substantial breach of the terms of the Contract;
- (2) has failed to supply the Equipment, within the time specified in the Contract Documents or extensions mutually agreed between the parties in writing;
- (3) has failed or is failing to furnish or to maintain a detailed schedule;
- (4) has become in any way unable to supply the Equipment or any part thereof;

(5) has repeatedly failed to make prompt payments to subcontractors, suppliers or others for labour, materials or equipment; then the Corporation may give notice in writing to the Supply Contractor of such opinion and require that such default or defaults be remedied forthwith. If, within five Days of such notice, such default or defaults are not remedied to the satisfaction of the Corporation, the Corporation may terminate the Contract. Such termination shall be effective immediately.

6.2.3 The Corporation may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.

### 6.3 NO CLAIM

Except as herein before provided, the Supply Contractor shall have no claim against the Corporation for any reason whatsoever by reason of the termination of the Contract.

## PART 7 PAYMENT

### 7.1 PAYMENTS TO SUPPLY CONTRACTOR

7.1.1 Payments to the Supply Contractor will be made as per the Supply Agreement

7.1.2 Notwithstanding Clause 7.1.1 the Corporation may withhold from payment:

(2) Any deduction the Corporation may be entitled to under the Contract;

(3) Such reasonable amount as the Corporation determines appropriate with respect to any part of the Equipment otherwise not in compliance with the Contract Documents.

7.1.3 Payments may be withheld until the relevant operating manuals and all operating and maintenance materials together with all warranties have been delivered to the Corporation.

7.1.4 In addition to any other remedy the Corporation may have in the Contract or law, the Corporation may refuse to make payment because of subsequently discovered evidence or test results, and shall be compensated for any payment previously made to the Supply Contractor to such extent as may be necessary to protect the Corporation from loss as a result of:

- (1) Defective or damaged Equipment;
- (2) A deductive change order;
- (3) Failure of the Supply Contractor to supply the Equipment in accordance with the Contract Documents, including failure to maintain the supply of the Equipment in accordance with the schedule;
- (4) Disregard by the Supply Contractor of the authority of the laws of any public body having jurisdiction.

The Corporation may refuse to make payment of the full amount because of claims made against the Corporation on account of the Supply Contractor's performance or supply of Equipment. In such case, the Corporation shall give the Supply Contractor prompt written notice stating the reasons for each action.

- 7.1.5 The Corporation may withhold from payment to the Supply Contractor:
- (1) Any set-off the Corporation may be entitled to under the Contract;
  - (2) The amount of any bona fide builders lien claim asserted against the Corporation or which the Corporation acting reasonably anticipates will be made against the Corporation.
- 7.1.6 Prior to payment to the Supply Contractor, if requested by the Corporation, the Supply Contractor shall deliver to the Corporation a statutory declaration in form satisfactory to the Corporation declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons, firms or corporations have any lien against the lands comprising the Delivery Point or the work together with such other documentation as the Corporation, acting reasonably, determines is necessary or desirable.