

REQUEST FOR PROPOSAL – TWO (2) FIRE ENGINES

Located at Cluculz Lake Fire Department & Topley Fire Department

Solicitation # RDBN-FIRE-25-01

Regional District of Bulkley-Nechako

Request Issued: June 2, 2025

Closing Date: Monday June 30, 2025 1:00 pm (Pacific Standard Time)

Contact: Jason Blackwell, Regional Fire Chief <u>bid@rdbn.bc.ca</u>

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1 PROJECT SUMMARY

The Regional District of Bulkley-Nechako (the Regional District) is seeking proposals from qualified manufacturers for the supply and delivery of two (2) cab and chassis', one (1) for the Cluculz Lake Fire Department and one (1) for Topley Fire Department. Specifications are in Appendix D.

2 TERMS AND CONDITIONS

The terms and conditions applicable to this Request for Proposals are contained within this document. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions contained herein or in any addenda issued by the Regional District.

3 CANCELLATION OF RFP

The Regional District reserves the right to cancel this Request for Proposals at any time and for any reason and will not be responsible for any direct or indirect loss, damage, cost, or expense incurred or suffered by any Proponent because of such cancellation. The acceptance of any proposal and the subsequent execution of a contract may be subject to funding and approval by the Board of the Regional District of Bulkley-Nechako.

4 SUBMISSION GUIDELINES

The Regional District invites the submission of proposals from qualified and experienced contractors as outlined in this document.

The Regional District will accept Proposals submitted by email or by direct delivery (in person or by courier/mail) to the Regional District main office at 37 3rd Avenue Burns Lake.

All proposals must be submitted to the Regional District by 1:00 pm (local time) on Monday June 30, 2025.

Proposals submitted by fax will **NOT** be accepted. Any Proposals received after the closing time will be considered disqualified.

By Email

One (1) single PDF file containing your submission must be delivered to the Regional District by email at <u>bid@rdbn.bc.ca</u>. The Regional District will confirm receipt of emails.

Inquiries regarding the RFP may be directed by email to **<u>bid@rdbn.bc.ca</u>**.

Please note that questions related to this Request for Proposals will be accepted up to 4:00 pm on Monday June 16, 2025. This will allow the answers to questions asked to be properly distributed to all interested parties via BC Bid.

Proponents shall be solely responsible for the delivery of their proposal in the manner and time prescribed. All submissions must be delivered according to the instructions provided herein and the Regional District will accept no responsibility for documents delivered to any other location.

To ensure your receipt of any answers to questions asked or addendums issued, you must fill out and

return the attached reply form to <u>bid@rdbn.bc.ca</u>.

Failure to submit a properly filled out reply form absolves the Regional District of any obligation to provide addendums to Proponents wishing to submit a proposal.

See Appendix A for the Proposal Reply Form

5 ADDENDA

Addenda to this RFP may be issued prior to closing in response to queries received or at the initiative of the Regional District. Addenda will be in written form posted on BC Bid and the Regional District website. Information contained within RFP addenda is considered an integral part of the RFP and should be considered by Proponents when responding to this RFP.

All final Addenda will be issued and posted on BC Bid and the Regional District website by 4:00 pm on Thursday June 19, 2025.

Verbal communications will not be binding unless confirmed by written addenda.

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

6 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format as a standard proposed response but should be clearly marked as an "Alternative Proposal". If a Proponent submits more than one proposal each must be separately and uniquely identified.

7 ARTIFICAL INTELLIGENCE

Proponents must note in their bid documents if they have used any artificial intelligence in the development of their submission, and if so, confirm they have verified and validated the information received through artificial intelligence, prior to including it in their submission.

8 CHANGES TO PROPOSALS

By written notice submitted prior to the closing date, a Proponent may amend or withdraw its proposal. Upon closing, all proposals become irrevocable and may not be amended or withdrawn except where the Proponent and the Regional District have mutually agreed to a change for the purpose of entering into a contract.

Information obtained from any other source is not official and should not be relied upon.

9 PROPONENTS' EXPENSES

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

Proponents acknowledge that the Regional District, in preparation for the RFP supply of oral or written

information to Proponents, review Proposals or the carrying out the Regional District's responsibilities under this RFP, does not owe a duty of care to the Proponents.

10 CONFIDENTIALITY OF INFORMATION

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

11 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All Proposals submitted under this RFP become the property of the Regional District and will not be returned to the Proponent. The Regional District advises Proponents that parts or all their Proposals may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPPA)* and the *Community Charter*. Proponents who wish to ensure parts of their Proposals are protected from disclosure under the FOIPP Act should specifically identify any information or records provided with their Proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information. The Regional District cannot guarantee that any information contained within a proposal will remain confidential if a request for access is made.

12 ACCEPTANCE OF PROPOSALS

This RFP should not be construed as an agreement to purchase goods or services nor as an invitation to perform any service for the Regional District except as specifically outlined herein. Proposals shall remain open for acceptance by the Regional District for a minimum of 60 days after the RFP closing date.

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

The Regional District reserves the right in its sole unrestricted discretion to:

- a) Reject any and/or all irregularities in a proposal submitted.
- b) Waive any defect or deficiency in a proposal whether that defect or deficiency materially affects the proposal and accept that proposal.
- c) Reject any and/or all Proposals for any reason, without discussion with the Proponent(s); and
- d) Accept a proposal which is not the lowest price proposal.

In addition to any other provision of this RFP, the Regional District may, at its absolute discretion, choose not to consider a Proposal if the Proponent, or any officer or director of the Proponent, is or has been engaged directly or indirectly in a legal action against the Regional District in relation to any matter.

Proponents should not attempt to solicit any members of the elected Board of Directors or employees of the Regional District. Any solicitation may result in the Proponent being removed from consideration.

13 EVALUATION CRITERIA

Proposals will be ranked on a points basis with criteria including cost, qualifications (personnel), availability, experience, and quality of proposal. The Proposal Evaluation Form is a tool to assist in the evaluation process; however, it is not the sole determining factor in the evaluation process.

See Appendix A for the Proposal Evaluation Form

14 CONFLICT OF INTEREST

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

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

The Regional District may reject any Proposal where:

- a) One or more of the directors, officers, principles, partners, senior management employees, shareholders, or owners of the Proponent, is an officer, employee, or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or
- b) In the case of a Proposal submitted by a Proponent who is an individual person, where that individual is an officer, employee, or director of the Regional District or a consultant involved in the procurement process or is a member of the immediate family of officer, employee, or director of the Regional District or a consultant involved in the procurement process.

(collectively, "Restricted Parties")

A Proponent who has any concerns regarding whether a current or prospective employee, advisor, or member of that Proponent is, or may be, a Restricted Party, should request an advance decision by submitting to the Chief Administrative Officer (CAO), not less than ten working days (**June 16, 2025**) prior to the Closing Time, be email, the following information:

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

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Proposal based on the information provided. If Proponent has identified an actual, perceived or potential conflict of interest regarding this RFP process or project,

the Proponent must submit a Conflict of Interest Disclosure Statement (Appendix "A") to the CAO by **June** 23, 2025

15 EXECUTION OF CONTRACT

Following acceptance by the Regional District, the successful Proponent will be provided with written confirmation. A contract will be signed by both parties subject to negotiation between the Regional District and the Proponent.

16 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all permits, materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution to the Work described in the RFP documents or as directed by the Regional District and all incidental Work to complete the project.

17 LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations, or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality, and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

20 MANAGER'S STATUS

The Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the site in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

The Contractor will comply with such an order immediately. Neither the giving nor the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

21 CONTRACTOR'S QUALITY CONTROL PROGRAM

The Contractor must demonstrate that their organization has an established quality control plan for identifying and preventing deficiencies in the quality of services. General performance monitoring and supervision of the service is a fundamental requirement.

22 ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title, or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

23 RIGHT TO TERMINATE SERVICES

The Regional District may terminate any or all services upon 30 days' written notice. If such notice is given,

the Regional District will pay only for time and expenses incurred by the Contractor up to the termination date and for any reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner.

24 REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

25 INDEMNITY

Notwithstanding the provision of insurance coverage by the Contractor, the Contractor hereby agrees to indemnify and save harmless the Regional District, its officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents, sub-contractors and sub-operators, in providing the services and performing the Work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

26 INSURANCE

The Contractor, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except Professional Liability Insurance and automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change.

The Contractor's insurance policies shall include a deductible no greater than \$25,000 for each claim. The Contractor must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the contract:

- a) Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract. The Regional District is to be added as additional insureds. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
- b) Professional Liability in an amount not less than \$2,000,000 inclusive per occurrence.
- c) Where the Contractor requires the use of automobiles to undertake the Work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

27 CHANGES IN THE WORK

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without a written order from the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, will be decided by the Regional District. The Regional District will use one or more of the following methods in deciding such value:

- 1. by lump sum submitted by the Contractor and accepted by the Regional District.
- 2. on a force account basis as specified in these General Conditions.

28 COMPLIANCE WITH LAWS

The contractor will give all the notices and obtain all the licenses and permits required to perform the Work and provide written confirmation that the Contractor (and Sub- contractor's) personnel are fully certified to perform the Work. The Contractor will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the Work or performance of the contract.

29 LAWS OF BRITISH COLUMBIA

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in effect in the Province of British Columbia.

APPENDIX A - PROPOSAL REPLY FORM

PROPOSAL REPLY FORM				
Project Title: Two (2) Fire Engines				
Company Na	ame:			
Contact Pers	son:			
Contact Information				
Phone				
e-mail				
Mailing Address				

APPENDIX B - PROPOSAL EVALUATION FORM

PROPOSAL EVALUATION FORM				
Proponent's N	lame:			
Project Title: T	wo (2) Fire Engines			
Evaluation Dat	te:			
Evaluator:				
Criteria				
Step 1:		YES	NO	
	Proposal received prior to closing			
Mandatawi	Appendix D - Specifications			
Mandatory Criteria	Conflict of Interest Disclosure Statement			
Criteria	Proposal Reply Form			
Step 2:			D • •	
5000 2.		Max Points	Points Awarded	
	 1.0 Specifications Meets Specifications Alternate or additional features adequately explained 	-		
	Meets SpecificationsAlternate or additional features adequately	Points		
	 Meets Specifications Alternate or additional features adequately explained 2.0 Price: Includes all required specifications delivery, taxes, 	Points 30		
Total Score	 Meets Specifications Alternate or additional features adequately explained 2.0 Price: Includes all required specifications delivery, taxes, warranty etc. 	Points 30 40		

APPENDIX C - CONFLICT OF INTEREST DISCLOSURE STATEMENT

Proponent Name: ______

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

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for conflict of interest:

If an actual, perceived or potential conflict of interest regarding this procurement process has been identified, the Proponent must submit this document to the CAO by June 23, 2025.

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

Print Name of Person Signing Disclosure

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed

APPENDIX D – SPECIFICATIONS

The apparatus will be a stock 4 door side control pumper with seating for five (5) with four (4) quick release SCBA brackets. Driver's seat to be air-ride. The interior will include five (5) helmet holders with 2 mounted in the front. Details of all standard chassis features to be provided as part of the proposal.

Specifications	Description (Specified or
Two (2) Fire Engines	Alternative)
Chassis	
Front axel load a minimum of 14,000 lbs - please specify	
Rear axel load a minimum if 27,000 lbs - please specify	
Front and rear tow hooks	
Heated mirrors	
Adjustable tilt and telescoping steering column	
Single axel with air brakes	
Maximum height 127" - 10' 7" - please specify	
Maximum length 372" - 31" - please specify	
Maximum width 102" - 8' 6"	
Engine/Drivetrain	
Diesel Engine with minimum 350 HP - please specify	
Integrated block heater	
Allison automatic transmission with push button electronic shift control	
Pump/Tank	
Pump to be rated at no less than 1050 Imperial Gallons per minute at 150psi - Please Specify	
Booster tank will have a capacity no less than 800 Imperial Gallons - please specify	
Vehicle to be equipped with an electronic, fully automatic, variable speed direct injection foam proportioning system capable of handling Class "A" foam	
Integral foam tank shall have a capacity no less than 20 Imperial Gallons	
Pump house heater	
Emergency Equipment	
Emergency warning lights	
Electronic siren & electronic siren speaker	
Scene lighting package	
Miscellaneous	
Ladder Rack	
Three (3) adjustable height shelves with Unistrut tracks installed in specified	
compartments	
Two (2) 500-pound capacity rollout trays to be installed in specified bottom body	
compartments	
On-Spot Chains	
Intercom/headset systems	
Two aluminum wheel chocks	
Antenna for mobile radio - please specify brand	
Department logo and decaling on doors	