



REQUEST FOR TENDERS

SCBA (Self Contained Breathing Apparatus) for the Coombs Hillier Volunteer Fire Department

ISSUED: April 27, 2018

CLOSING DATE AND TIME:

Tenders are requested to be received at the Closing Location prior to:
3:00 PM (15:00 hrs) Pacific Time on May 8, 2018

Regional District of Nanaimo (RDN) Contact for Questions:

Aaron Poirier, Fire Chief
Telephone: 250.927.2664
Email: firechief@shaw.ca

Deadline for questions is three (3) business days before the closing date.



Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, May 8, 2018. Select one (1) of the Submission Methods below:

1. By Email: With "Coombs Hillier SCBA" as the subject line at this electronic address:
kfelker@rdn.bc.ca
2. By hand/courier delivery: One (1) copy of the Tender Form enclosed and sealed in an envelope clearly marked: "Coombs Hillier SCBA" delivered to the:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2
Attention: Kurtis Felker

Tenders received by facsimile will not be accepted.

ARTICLE 2. Examine Documents

The Tenderer should carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the designated RDN contact in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner shall affect or modify any of the terms or obligations herein stated, or deemed to be any representation of warranty.

Article 3. Addenda

If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN & BC BID websites. Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price

Pricing, in Canadian dollars, should be filled in where indicated on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to



correct the totals. Pricing is to include all packing, crating, freight, cartage, shipping charges, and any other charges. Equipment is supplied FOB Destination, freight prepaid.

ARTICLE 5. Federal and Provincial Sales Taxes

Prices shall not include PST or GST. PST and GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 6. Tender Signing

The tender should be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 7. Revisions to Tenders

Any revision to the tender by the Tenderer should be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 8. Tender Withdrawal

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Rejection

- .1 The RDN reserves the right to reject any or all tenders, or accept other than the lowest tender and to accept the tender which it deems most advantageous.
- .2 The RDN may reject a tender if:
 - a) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
 - b) A tender is incomplete.
- .3 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
 - a) the lowest tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
 - b) the RDN decides not to proceed;
- .4 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 10. Award

Awards shall be made on tenders that give the greatest value based on price, delivery and warranty and not necessarily on the lowest price. The RDN reserves the right to award all to one supplier or split the award should it be to its advantage. The RDN will, following obtaining internal approvals, issue a Purchase Order(s) to the successful Tenderer(s).



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Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including any addenda issued as supplements we hereby offer to supply and deliver for the Pricing below. Prices include any and all labour, equipment, material costs, shipping costs, overhead and profit. Taxes are excluded and shown separately. All equipment is to be supplied FOB Destination, freight prepaid.

QTY 25: Scott X3 Pro SC,SH,QD/PTKR 4.5 Air Paks \$ _____
Facepiece sizes: 6 Small, 38 Medium, 6 Large
c/w 5 strap configuration

QTY 2: Scott RIT-PAK III ASSY, 4500 PSI \$ _____

QTY 2: Scott Tool Adapters, 200388-01 \$ _____

QTY 54: Scott 4.5 x 45 min, CARB, Cyl & Valve NxG – D \$ _____
c/w snap change fitting

PST (7%): \$ _____

GST (5%): \$ _____

Total Price: \$ _____

No product substitutions will be accepted.

Delivery Location:
Coombs-Hillier Volunteer Fire Department
3241 Alberni Hwy
Qualicum Beach, BC V9K 1Y6
Contact: Aaron Poirier, Fire Chief, Telephone: 250.927.2664



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Delivery time from receipt of order

Warranty information (attach separate pages if required)

Acceptance

- .1 The Bid is open to acceptance for a period of thirty (30) days from the date of bid closing.
- .2 We understand that the lowest or any Bid will not necessarily be accepted.
- .3 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .4 All equipment meets or exceeds all applicable regulatory requirements such as but limited to NIOSH, NFPA ULC, CSA etc..

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)



GENERAL TERMS AND CONDITIONS

1. Indemnity

The Supplier will indemnify and save harmless the RDN, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the RDN may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Supplier or of any agent, employee, officer, director or sub-contractor of the Supplier pursuant to this Contract, excepting always liability arising out of the independent negligent acts of the RDN.

2. Cancellation

The entire process is subject to final award approval by the Regional District of Nanaimo whom retains the ability to cancel the process for any reason whatsoever without any compensation to anyone prior to making an award.

3. Invoicing

The will be solely responsible for invoicing the RDN ensuring to include the RDN's Purchase Order number on all invoices to assure timely payment. All invoices are subject to prior review and approval by the RDN and approved invoices will be paid on a net 30 day basis. If the RDN does not approve of the products that are the subject of the invoice, the RDN shall advise the Supplier in writing of the reasons for non-approval and the Supplier shall remedy at no additional cost to the RDN before the RDN shall be obliged to pay the invoice or any part of it, as the case may be.

4. Force Majeure (Act of God)

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption.

5. Dispute Resolution

In the event of a dispute, the parties agree to resolve the dispute by:

- a. Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
- b. If, after 30 calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and their decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

6. Conflict of Interest

The Supplier declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that



neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the RDN or their immediate families which might in any way be seen by the RDN to create a conflict.

7. Collusion

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

8. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

9. Freedom of Information and Protection of Privacy Act

All documents submitted to the RDN become property of the RDN and will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*. Award information is routinely disclosed

10. Governing Law

This agreement shall be governed by the laws of the Province of British Columbia.