Town of Creston Fire Rescue





REQUEST FOR PROPOSAL ("RFP")

For

GENERATOR

Proposal submissions marked "CESB GENERATOR 2024" will be received at the Town of Creston

Issue Date:	February 28 th , 2024
Town Hall Address:	238-10 th Avenue North
	Box 1339
	Creston, BC V0B 1G0
Closing Date and Time:	Proposals must be received at Town Hall by postal mail, or e-mailed
	to <u>kirsten.dunbar@creston.ca</u> :
	Before 3:00 pm (15:00 hrs.) PDT, March 20 th , 2024
Questions and Inquiries to be sent to:	Asha DeLisle
	Affordable Housing and Climate Change Coordinator
	Email: asha.delisle@creston.ca
	Before 4:30 pm (16:30 hrs.) PDT, March 6 th , 2024
Validity Date	60 days after Close

All RFP documents may be obtained from the Town's website or BC Bid. It is the sole responsibility of proponents to check the Town's website and/or BC Bid for any updated information and addenda before the Closing Date and Time. The Town reserves the right to accept or reject any or all proposals and will not be responsible for any costs incurred by the proponents in preparing a proposal.

Should there be any discrepancy in the information provided, the Town's original file copy will prevail. There will be no public opening of proposals.

Kirsten Dunbar Corporate Officer Town of Creston

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1.0 GENERAL INFORMATION

1.1 Request

This Request for Proposal (the "RFP") is an invitation for Proposals from qualified manufacturers by the Town of Creston ("the Town") to purchase a Generator and Transfer Switch for Creston Fire Rescue. The Generator will be used when power is unavailable and/ or during all types of emergencies and possibly other fire department business.

The Town's goal is to receive Proposals that meet or exceed the mandatory requirements of this RFP, evaluate the submitted proposals, and purchase the Generator.

1.2 Terminology

The following terms will apply to this RFP:

"Town" means the Corporation of the Town of Creston;

"Closing Date and Time" means the date and time provided on the cover page of this RFP;

"Contract" means the written agreement resulting from this RFP;

"Proponent" means an individual, Supplier or company that submits or intends to submit, a proposal in response to this RFP;

"Proposal" means a submission by a Proponent in response to this RFP;

"RFP" means this Request for Proposals;

"Specifications" means the description of the goods or services to be procured set out in Schedule 1;

"Submission Location" means the address provided on the cover page of this RFP and;

"Successful Proponent" means the Proponent selected by the Town.

"Consultant" means the Successful Proponent who enters the Contract with the Town.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Review and Interpretation of Proposals

Every Proponent bears exclusive responsibility to thoroughly review all the Request for Proposal (RFP) materials, including any supplementary documents issued throughout duration of the RFP. It is their obligation to understand all of the information and any terms that could impact the Proposal in any manner prior to its submission.

2.2 Inquiries and Clarifications

Any questions and requests for clarification relating to the RFP (may only be directed to Asha DeLisle at 250-428-2214 (424) or <u>asha.delisle@creston.ca</u>; **email is the preferred method of contact**. It is important to note that the Town has the final say on the interpretation of all RFP materials and requirements. Proponents should ensure their proposals comply with the Town's understanding and interpretation to avoid any discrepancies or misunderstandings.

2.3 Non-Solicitation

Proponents and their agents may only contact the Town representatives listed in this RFP and will not contact any other staff members or members of the Town Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP. The Town at its sole discretion may reject the Proposal of any Proponent that makes any such contact.

2.4 Addenda

The Town reserves the right to modify the terms of the RFP at any time at its sole discretion up to the Closing Date and Time. Written addenda are the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. It is the sole responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. If required, an addendum will be published on the following websites:

- a) BC Bid
- b) Town's website: www.creston.ca

Upon submitting a proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Town's website and BC Bid and deemed to have considered the information inclusion in the Proposal submitted. Information given by way of oral or verbal communication shall in no way be binding upon The Town for the purpose of this RFP.

2.5 Omissions or Discrepancies

Should a Proponent find discrepancies in, or omissions from the RFP, or should they be in doubt as to their meaning, they should at once notify the Town in writing who may send a written directive to all Proponents. No oral interpretations will be given by the Town to any Proponent as to the meaning of any part of the RFP Documents.

2.6 Proposal Requirements

For a Proposal to be considered responsive, it must meet all requirements described in Section 3.0.

2.7 Modification or Withdrawal of Proposals

Modification to Proposals already submitted will only be allowed if submitted in writing prior to the Closing Date and Time. The Town reserves the right to request and receive modifications after the Closing Date and Time for purposes of clarification.

Submitted Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the Closing Date and Time.

2.8 Opening of Proposals

Proposals will NOT be opened in public. Proposals may be opened by the Town at any time after the Closing Date and Time.

2.9 Insurance

Where required, the Successful Proponent will, without limiting its obligations or liabilities, and at its own expense, provide and maintain liability insurance in a form acceptable to the Town and provide proof of coverage to the Town upon request.

2.10 WorkSafe BC

The purchased Generator must comply with all relevant Federal and British Columbia tools, machinery, and equipment laws and regulations and British Columbia's WorkSafeBC Regulations prior to delivery.

2.11 Warranty, Insurance and Indemnity

Proponents shall list the standard warranties applicable to the Generator and other components of the equipment, which are included in the bid price, and document additional or extended warranties that are available together with any special provisions and applicable costs.

The successful proponent (the "Proponent") will be required to provide evidence of a comprehensive vehicle insurance policy to safeguard against potential damages or losses. Additionally, the Proponent must demonstrate that they maintain good standing with the Workers' Compensation Board (WCB), ensuring all necessary protections are in place for the Town's interests.

The Proponent shall release, indemnify, defend and save harmless the Town, its officers, employees, servants, and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the Proponent's breach of this Contract or the negligent acts or omissions of the Proponent or its employees, consultants or agents.

3.0 SUBMISSION REQUIREMENTS FOR PROPOSAL

3.1 Mandatory Requirements

All requirements described in Section 3.0 are mandatory requirements and must be met for a Proposal to be considered responsive.

3.2 Content

Each proposal must contain:

- 1) A completed and signed Proposal Submission Form as per Schedule 2.
- 2) A summary of how the Proponent will meet the Town's needs specified in this RFP, specifically in relation to the procurement of a Generator.
- 3) A proposed methodology that outlines the technical specifications and steps required for the installation of the Generator, with a focus on the Town's requirements as laid out in Schedule 1. This should include a summary of the Generator's features, functionality, capacity, energy efficiency, maintenance requirements, and design.
- 4) Additional information that may be relevant to the procurement process, such as manufacturer warranties, service agreements, or customer support services. The inclusion of additional information is optional but should be pertinent to the Generator procurement.
- 5) A budget table that includes:
 - \circ $\,$ Cost of the Generator including any variations based on capacity or features.
 - Any additional services or accessories not included in the main scope of the procurement, such as extended warranties, maintenance agreements, or training services.

3.3 Signatures

The Proposal Submission Form must be signed by an authorized representative of the Proponent.

3.4 Submission Process

Proposal submissions must be received by the Town before the Closing Date and Time at the Submission Location or by email.

Proposals submitted by mail must be posted in sufficient time to be received by the Town prior to the Closing Date and Time. The obligation to ensure this falls solely upon the Proponent.

Proposals submitted by email must be completed and submitted, no later than the RFP Closing Date and Time. The RFP Closing Date and Time will be determined by the email system web clock.

Proposals submitted email must be sent to <u>kirsten.dunbar@creston.ca</u>. Email submissions must not exceed 100MB in total file size.

Late proposals will not be accepted.

3.5 Prices

All prices must be in Canadian Dollars for the entire services described in Schedule 1 with options shown separately, where permitted. Net price will be shown on the Proposal Form with GST and PST shown separately. All other taxes, levies, surcharges, and other fees must be included in the net price.

3.6 Proposal Validity

Proposals should remain open for acceptance for at least 60 days after the closing date to provide the Town with sufficient time to evaluate the Proposals and award a contract.

4.0 EVALUATION and SELECTION

4.1 Evaluation of Proposals

Proposals will first receive a preliminary evaluation to determine if they meet all submission requirements described in Section 3.0. Proposals determined to not meet the submission requirements will be deemed unresponsive and not evaluated further, subject to the Town's right to waive minor deficiencies.

No totals, weights, prices, or scores will be provided to any Proponent.

The Town may elect to shortlist some Proponents and require short-listed Proponents to provide additional information or details. This information would be incorporated to complete the evaluation.

Responsive Proposals will be evaluated and scored on the following basis:

Evaluation Criteria	Maximum Points Possible
SOCIAL VALUE CRITERIA	5
FINANCIAL OFFERING	60
BASELINE CRITERIA (5 points each)	35
TOTAL	100

4.2 Selection

The Proponent with the highest score will be invited to enter a Contract containing terms and conditions substantially in the form set out in Schedule 4. If the invited Proponent fails to enter a binding contract in a reasonable period, the next highest-scoring Proponent will be invited to enter the Contract, and so on.

5.0 TERMS AND CONDITION OF RFP

5.1 Acknowledgment

By submitting a Proposal, each Proponent acknowledges that it has read, understood, and agrees to be bound by all terms and conditions contained in this Section 5.0.

5.2 Preparation of Proposal

Town of Creston GENERATOR

All Proponents will be solely liable for all costs incurred in the preparation of proposals in response to this RFP. This RFP does not commit the Town to award a contract, to pay costs incurred in the preparation of a proposal or to contract for the goods and/or services offered.

5.3 Conflict of Interest

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

5.4 Delivery Terms

Proponents must indicate the anticipated schedule for the delivery of the Generator to Creston Fire Rescue, located in Creston, BC and the actual delivery date of the Generator. The successful proponent will be expected to deliver the Generator based on DDP delivery terms. Modification of delivery terms can only occur with pre-approval from the Town.

5.5 Holdback on Delivery

In the event it is determined that the completed Generator does not meet the specifications outlined in the Contract or that the delivered Generator is deficient in any way, the Town may, at the time of delivery, hold back sufficient funds to ensure compliance. The amount of the holdback, if any, and the provisions for the release of funds shall be subject to discussion between the Town and the Proponent. The remedy of any discrepancies and/or deficiencies by the Proponent must occur within a reasonable period of time, to the satisfaction of the Town.

5.6 Late Delivery

The Proponent will be required to notify the Town if, during the process, there is any change in the delivery date provided in the Contract and the reason behind the change in delivery date.

5.7 Interpretation

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: 1) Addenda, 2) RFP, 3) all other documents referenced in RFP.

5.8 No Claim

Except as expressly and specifically permitted in this Request for Proposal (RFP) no Proponent will have any claim for any compensation of any kind whatsoever, relating to this RFP and by submitting a Proposal each Proponent will be deemed to have agreed that it has no claim.

5.9 Not a Tender

This is a Request for Proposal and not a tender call or call for quotations. No contractual, tort or other legal obligations are created or imposed on the Town or any other individual, officer or employee of the Town by the Request for Proposal documentation or by submission or consideration of any proposal by the Town.

5.10 No Obligation to Proceed

Though the Town currently intends to fully proceed through the RFP, to select the services, the Town is under no obligation to proceed to the Contract, or any other stage. The receipt by the Town of any information (including submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any intended Proponent, or on its behalf) will not impose any obligations on the Town. There is no guarantee by the Town, its officers, employers, or managers that the process will be initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of goods or services.

5.11 Town's Reservations

The Town reserves the right to:

- a) amend, cancel, delay, suspend, terminate, or withdraw this RFP at any time;
- b) re-advertise the RFP or to commence a new procurement process in any other form;
- c) not evaluate any Proposal after the Closing Date and Time,;
- d) waive any minor defect or irregularity in a Proposal;
- e) after evaluation of Proposals has been performed, to not award the RFP to any Proponents; and
- f) amend or negotiate terms of the agreement, including contents of Schedule 1 with one or more Proponents.

5.12 Applicable Law

The law applicable to this RFP will be the law in effect in the Province of British Columbia. No action in respect to this RFP may be brought or maintained in any court other than in a court of competent jurisdiction of the Province of British Columbia.

5.13 Freedom of Information and Protection of Privacy Act

Information received by the Town will be held in confidence and will become the property of the Town. The Town is however, bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, and all parties are advised that submissions will be treated as public documents and their contents disclosed if required to do so, pursuant to the Act.

Specifications of Required Services

Schedule 1 SPECIFICATIONS OF REQUIREMENTS

Specifications

The Town reserves the right to evaluate and review any alternatives and determine acceptable appropriateness. If the unit is non-compliant on any of the following specifications, the comments column on this form MUST be completed detailing what the variation being supplied is and the reason for the variation.

Baseline Criteria		<u>Price</u>	<u>Comments</u>
1.	3 phase 300 kW Generator preferred for providing backup power to the entire Creston Emergency Services Building (panel photo attached as appendix A)		
2.	Transfer Switch to match panel specifications		
3.	Trickle Charger for battery		
4.	Fuel type: Natural Gas		
5.	Block heater		
6.	Cooling system		
7.	Enclosure for outdoor installation		
8.	Warranty (minimum 5 year)		
Ad	ditional Considerations		
1.	Noise reduction features		
2.	Digital control System		
3.	Remote Monitoring		
4.	Options for future expansion or additional units		
5.	Meets all CSA requirements		
6.	Other (define in comments)		

Photo of CESB Electrical Panel specifications attached as Appendix A.

Schedule 2 PROPOSAL SUBMISSION FORM



PROPOSAL SUBMISSION FORM

Town of Creston REQUEST FOR PROPOSAL RFP NO. XXXX

Generator

Submitted by:		
	(Proponent	
	name)	

1.0 Description and Price

All Rates submitted will be in Canadian funds for the services described in Schedule 1 and;

- Inclusive of all costs
- > Applicable taxes to be shown separately.

Town of Creston	
Quoted price (without additional considerations)	\$
Disbursements (to be detailed in proposal)	\$
Total Proposal Price, delivered to 1505 Cook St, Creston BC, V0B 1G4 (excluding applicable taxes)	\$
Applicable GST	\$
Applicable PST	\$
Total Proposal Price, delivered to 1505 Cook St, Creston BC, VOB 1G4 (including applicable taxes)	\$
ANY ADDITIONAL COSTS	\$
ANY ADDITIONAL COSTS	\$

Proponent will submit additional pricing information as an attachment including rate information and terms.

2.0 Delivery

The proposed items will be delivered on or before this date:_____

3.0 Period of Acceptance of Proposal

The quoted price will remain firm to this date:______

4.0 Locations

4.1 Head Office

Address:	
Phone:	

Town of Creston PARKS MASTER PLAN Submission Form

Fax:		
Website, Email:		

4.2 Local Office (if different from Head Office)

Address:	
Phone:	
Fax:	
Website, Email:	

5.0 Value Added

Proponents are to provide information on what makes your services innovative, what is your competitive advantage, and what other services and value added your firm provides that would assist or be of benefit to the Town:

• Add as an attachment.

6.0 References

Please provide four (4) references. Three (3) or more must originate from a municipal or government office. The Town may contact these referees to authenticate your effective execution of services Proposed or akin to those Proposed.

Recipient of Services	
Basic Job Description	
Reference Contact and Title	
Telephone and Email	
Date of services provided	

Company for whom the service was Provided	
Basic Job Description	
Reference Contact	
Telephone and Email	
Date of services provided	

Town of Creston PARKS MASTER PLAN Submission Form

Company for whom the service was	
Provided	
Basic Job Description	
Reference Contact	
Telephone and Email	
Date of services provided	

Company for whom the service was	
Provided	
Basic Job Description	
Reference Contact	
Telephone and Email	
Date of services provided	

Proponents may submit additional information on references as an attachment.

7.0 Addenda

We acknowledge the receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received		

8.0 Authorization

We hereby submit our Proposal for the services described in this RFP and confirm that price, and other information contained in this Proposal are correct, and that the signature(s) below are those of duly authorized signatory of the Proponent, having the authority necessary to make this Proposal.

Company Name	
Street Address	
City, Province, Postal Code	
Tel No.	
Fax No.	
Email	
GST Registration No	
PST Registration No	
Name and Title (please print)	
Signature	

Schedule 3: SOCIAL VALUE QUESTIONNAIRE

The Town of Creston's Procurement Policy incorporates Social Procurement principles, which require the assessment of social value, sustainability, as well as environmental and ethical accountability. The Town's procurement decisions are steered by values such as integrity, optimal value, transparency, and equity, including the promotion of inclusivity and fairness.

Instructions to bidders:

Complete the following questionnaire as a means for the purchaser to assess the social value component of your bid. Each question asks for a yes or no answer. If you answer "yes" you may be required to submit along with your bid the documentation that supports or verifies your answer. Documentation could include proof of 3rd Party Certification, a copy of your corporate policy on social procurement, or a link to your website where the policy is described.

The Town reserves the right in all circumstances to ask for further verification or for proof of fulfillment of the activity and commitment in relation to this contract.

This Questionnaire weighting as a percentage of the whole proposal can be found in the summary of evaluation.

The Town reserves the right to verify the information reported in the Social Value Questionnaire by the successful proponent.

Proponent Name:	
Date questionnaire completed:	
(YYYY-MM-DD)	
RFP #:	

	Procurement Practices	Yes	No	Describe or provide supporting documentation
1	Do you currently have strategies or policies around inclusive employment practices to ensure the provision of employment opportunities for equity deserving groups or persons facing barriers to employment? (Examples of equity deserving groups include youth (16-29), Indigenous, racialized minorities, people with disabilities and people experiencing homelessness)			

Town of Creston PARKS MASTER PLAN Submission Form

	Procurement Practices	Yes	No	Describe or provide supporting documentation
2	Do you practice social procurement?			
	(Social procurement is intentionally seeking to leverage social value from your supply chain. This could be by buying from small businesses, diverse- owned businesses, social enterprises etc.)			
3	Do you have an apprenticeship, paid internship, or paid work experience program? (Details should include how many			
	apprentices or individuals have participated.)			
4	Do you provide extended health and dental benefits to your employees?			
	(If yes, please indicate provider)			
5	Do you work with social enterprises in any manner?			
6	Do you have written policies in place respecting hiring, salary, benefits, termination and/or retirement practices to prevent discrimination based on age, gender, gender identity, gender expression, race, ethnicity, religion, or sexual orientation?			
7	Do you have a recycling program to reduce or eliminate pollution and waste in its operations?			

Town of Creston PARKS MASTER PLAN Submission Form

	Procurement Practices	Yes	No	Describe or provide supporting documentation
8	Do you use renewable energy in your facilities or to support your operations?			
9	Do you have a formal environmental policy in place?			
10	Do you track, report, and manage the use of energy, greenhouse gas emissions etc.?			

Scoring

Yes with documentation/description – 1 points Yes with no documentation/description – 0 points No – 0 points

Definitions

Apprentices: Employment Social Development Canada definition: An apprentice is a paid employee, registered with the regional apprenticeship authority, who works under the supervision of a certified journeyperson to learn their skilled trade and fulfill all requirements established by their province or territory.

Certifications: Third-party verified designations that confirm social and/or environmental practices.

Diverse-owned Business: A business that is majority owned, operated, and controlled by a member of one of the following diverse groups: Indigenous community; members of a visible minority group; immigrants and refugees; people with recognized disabilities; racialized communities; women; members of the 2SLGBTQ+ community or others.

Equity-deserving Groups: Groups who have historically been denied equal access to employment, education, and other opportunities and includes, without limitation, the following: members of an Indigenous community; members of a visible minority group; immigrants and refugees; people with recognized disabilities; racialized communities; women; members of the 2SLGBTQ+ community; low-income residents; people with mental or physical health barriers; people facing employment barriers, unemployment or underemployment; and others experiencing barriers to economic opportunity and participation.

Indigenous Businesses: A business that is 51% or more owned, managed and controlled by an Indigenous Person(s).

Living Wage: The hourly wage necessary for a full-time employee to meet their basic needs. Needs are defined to include food, housing, and other essential needs such as clothing. Each community has a different living wage calculation.

Person Experiencing Homelessness: Employment and Social Development Canada, *Reaching Home: Canada's Homelessness Strategy Directives* definition: Homelessness is the situation of an individual or family who does not have a permanent address or residence; the living situation of an individual or family who does not have stable, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it.

Person with a Disability: Self-identified; Disability in Canada is indicated by one or more of the following; being blind, being markedly restricted in at least one of the basic activities of daily life, being significantly restricted in two or more of the basic activities of daily life (including vison impairment) or by requiring life-sustaining therapy. Daily life activities are speaking, hearing, walking, eliminating (bowel or bladder functions), feeding, dressing or mental functions necessary for everyday life.

Racialized Minorities: Self-identified.

Recent Immigrants: Self-identified; Statistic Canada definition: refers to a person who obtained a landed immigrant or permanent resident status up to five years prior to a given census year. In the most recent Census in 2016, this period is January 1, 2011, to May 10, 2016.

Small- or medium-sized enterprise (SME): A small business has 1–99 paid employees. A medium-sized business has 100–499 paid employees.

Social Enterprise: A business that sells goods or services, embeds a social, cultural or environmental purpose into

the business, and reinvests the majority of profits into their social mission.

Socially Inclusive Business: A business who seeks to create economic opportunities for groups who have historically been denied equal access to employment, education, and other opportunities and includes; members of an Indigenous community; members of a visible minority group; immigrants and refugees; people with recognized disabilities; racialized communities; women; members of the 2SLGBTQ+ community; low-income residents; people with mental or physical health barriers; people facing employment barriers, unemployment or underemployment; and others experiencing barriers to economic opportunity and participation.

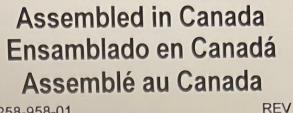
Social Procurement: Every purchase has a social, economic, and environmental impact. Social procurement is about using your existing purchasing to capture those impacts to achieve overarching institutional, governmental, or individual goals that helps shape inclusive, vibrant, and healthy communities.

Veterans: Any former member of the Canadian Armed Forces who successfully underwent basic training and is honorably released.

Women: Self-identified.

Youth: Youth Policy – Government of Canada, Privy Council Office definition: young workers up to age 29.

Appendix A



80258-958-01



SERIAL No./No. SERIE 0875-DATE CODE PLANT CODE 56 WIRE/FILS Ø HERTZ 3 4 6 RATED MAXIMUM VOLTAGE VALEUR TENSION MAXIMALE V SWITCHGEAR UNIT APPAREIL DE COMMUTATION MAIN DEVICE AMPS **DISPOSITIF AMPS PRINCIPALE** CSA STANDARD C22.2 No.31 SERIE CSA C22.2 No. 31 A MAXIMUM SUPPLY RATING ALIMENTATION NOMINALE MAXIMALE LL 9613 TYPE R QED A MAXIMUM SECTION RATING VALEUR NOMINALE MAXIMALE DE LA SECTION FOR SYSTEM RATINGS SEE A SINGLE LINE DIAGRAM POUR LES VALEURS NOMINALES, INTERRUPTING CAPACITY (MAX) **CONSULTER LE SCHÉMA UNIFILAIRE** CAPACITÉ D'INTERRUPTION KAIC 80258-983-01

> Automatic Trip is indicated by handle position midway between On and Off Restore service