



Salt Spring Island Fire Protection District

REQUEST FOR QUOTE

for

Strategy and Plan to Augment
Water Supplies for Firefighting Purposes

ISSUE DATE	October 22, 2021
SUBMISSION DEADLINE	November 19, 2021; 4:00 pm
CLOSING LOCATION	Email: apeat@saltspringfire.com

TABLE OF CONTENTS

1	INTRODUCTION	4
1.1	Purpose of this RFQ.....	6
1.2	Overview of the Project & Scope of Work	7
1.3	Official Contact.....	7
1.4	RFQ Timetable	7
1.5	RFQ Documents.....	7
1.6	Available Information.....	7
1.7	Contract Documents.....	8
2	SUBMISSION REQUIREMENTS.....	9
2.1	Submission Checklist.....	9
2.2	Submission Location	9
2.3	Submission Deadline	9
2.4	Submission Content	9
3	Review and Selection Process.....	10
3.1	Review.....	10
3.2	Evaluation Committee.....	10
3.3	Verify, Clarify and Supplement.....	10
3.4	Negotiation.....	10
3.5	Pre-conditions of Award.....	10
4	GENERAL TERMS AND CONDITIONS OF THE RFQ PROCESS.....	11
4.1	Ownership of Quotes	11
4.2	No Claim for Compensation	11
4.3	Not an Offer	11
4.4	No Contract A and No Claims.....	11
4.5	No Contract until Execution of Written Agreement.....	11
4.6	No Intent to Engage Further.....	12
4.7	Quote Validity	12
4.8	Negotiations.....	12
4.9	Form of Contract.....	12
4.10	Subcontracting	12
4.11	Assignment	12
4.12	Confidentiality of the District's Information.....	12
4.13	Confidential Information of Proponent.....	13
4.14	Freedom of Information and Protection of Privacy Act	13
4.15	Reservation of Rights.....	13
4.16	Limitation of Liability.....	13
4.17	Agreement of Terms and Conditions.....	13
4.18	Governing Law	14
5	DEFINITIONS	15

APPENDIX A – SERVICES16
APPENDIX B – SUBMISSION GUIDELINES17
APPENDIX C – British Columbia General Service Agreement.....18

1 INTRODUCTION

Salt Spring Island is the largest and most populated of the Gulf Islands, located off the east coast of Vancouver Island. Salt Spring Island is an unincorporated community and the Salt Spring Island Fire Protection District (the "District"), an improvement district, provides fire protection services for most of the island. The District covers some 18,113 hectares and apart from the Ganges village area, is largely rural. Most of the island's critical infrastructure and commercial buildings are located in the Ganges village area. The District's operations, Salt Spring Island Fire Rescue ("Fire Rescue") are based out of Ganges Fire Hall No. 1 with two additional satellite halls in Mid and South Island (Central and Fulford Fire Halls). Fire Rescue is a composite fire service and includes ten full-time career members supported by thirty-five paid-on-call members. The District is governed by the Board of Trustees ("District Trustees") whose primary role is to ensure that the District's resources are used effectively and that the District can provide its services to the public uninterrupted and indefinitely.

Other levels of local government providing services on Salt Spring include the Capital Regional District ("CRD"), Islands Trust, and several water service areas/districts of which North Salt Spring Waterworks District ("NSSWD") is the largest. Neither the District nor the water utilities have the legal responsibility to provide water for fire flow purposes, though hydrant connections have been installed. The District collaborates with other local government entities and service providers.

In 2015 the District contracted the services of Opta Information Intelligence L.P., part of Fire Underwriters Survey, to update the 2010 Fire Insurance Grades and provide recommendations for Grade improvement. Fire Insurance Grades are usually updated every five years.

Fire Underwriters Survey ("FUS") is a national organization that represents most of the private sector property and casualty insurers in Canada. Fire Underwriters Survey provide data to program subscribers regarding public fire protection for fire insurance statistical and underwriting evaluation. Fire Underwriters Survey offices maintain data from surveys on fire protection programs throughout all municipalities across Canada. The results of these survey are used to establish the Public Fire Protection Classification (PFPC) and Dwelling Protection Grade (DPG) for each community.

The overall intent of the grading system is to provide a measure of the ability of the protective facilities within a community to prevent and control major fire that may be expected to occur by evaluating in detail the adequacy, reliability, strength and efficiency of these protective facilities.

Public Fire Protection Classification (PFPC)

The PFPC is a numerical grading system scaled from 1 to 10. Class 1 is the highest grading possible, and Class 10 indicates that little or no fire protection is in place. The PFPC grading system evaluates the ability of a fire department's programs to prevent and control major fire that may occur in multifamily residential, commercial, industrial, and institutional buildings and course of construction developments.

The following areas of fire protection are reviewed in the survey and have the following weights within the PFPC grading system:

- Fire Department 40%
- Water Supply 30%
- Fire Safety Control 20%
- Fire Service Communications 10%

Fire Underwriters Survey subscribers typically use the PFPC grading to set limits on the levels of risk they are willing to assume within a given community and to set fire insurance rates for commercial properties.

PFPC Grades do not apply beyond a 5 km road response distance from a recognized fire hall.

The PFPC Grade can also be used to assess the performance of fire protection programs and to plan the direction of fire protective services for the future of the community.

In the 2015 FUS report, commercial lines insured properties within a specified distance of a hydrant on the NSSWD or the Fulford Waterworks system and within 5 km road distance of a fire hall were given a PFPC grade of 6.

In the 2010 Fire Underwriters Survey report it was found that due to the dependence of the fire Insurance Grading Index on water supplies, any future improvements to the PFPC classification will not be possible until improvements are made to emergency water supplies.

Dwelling Protection Grade (DPG)

The DPG is a numerical grading system scaled from 1 to 5. Class 1 is the highest grade possible, and Class 5 indicates little, or no fire protection is provided. The grading reflects the ability of a community to handle fires in small buildings such as single-family residences.

Fire Underwriters Survey subscribers use the DPG grading to set limits on the levels of risk they are willing to assume within a given community and to set fire insurance rates for residential properties. The lower a DPG rating, the larger the discount given in fire insurance rates. For an identical property considered fully protected over those considered unprotected the difference can be approximately 60%.

Most small to medium size communities that have a gradable emergency water supply are assigned a DPG 3A rate which the insurance industry has termed fully protected. DPG 3B refers

to communities, or portions of communities, that have a recognized fire department but are not protected with a recognized water supply which the insurance industry considered semi-protected. Grade 3B can also indicate that the fire department can provide Superior Tanker Shuttle Service (“STSS”) to a fire event within a reasonable response time.

On April 13, 2016, the District received FUS accreditation having met the required standards of Superior Tanker Shuttle Service. Accreditation is usually renewed every five years.

In the 2015 FUS report, personal lines insured properties within a specified distance of a hydrant on the NSSWD, Maricaibo, Fulford, and Scott Point waterworks systems and within specified distances of a fire hall were given a DPG rating of 3A (fully protected). A rating of 3B (semi-protected) was given to insured properties in the STSS service area. Properties beyond 8 km road distance of a fire hall were rated 5 (unprotected), regardless of their proximity to a water source.

1.1 Purpose of this RFQ

Due to COVID restrictions, extensions have been granted on the 5-year accreditation renewal for STSS and updating Fire Insurance Grades (PFPC and DPG). However, plans are being made to update the FUS report and STSS accreditation in 2022. DPG for smaller communities is usually graded no higher than 3A or 3B which are the District’s grades. The District has instead looked at recommendations that might improve the PFPC grading that applies to commercial properties. In determining the PFPC grade, the 2015 FUS report gave the District a very poor grade for Water Supply, Class 9 – Class 1 being the highest grade and Class 10 indicating little or no fire protection is in place. In addition, the island’s largest water system, NSSWD, was only provisionally recognized as meeting minimum standards because of system design, lack of modeling to predict the ability to provide water for fire protection, and inadequate test results on actual hydrant flows. No local government entity has the responsibility to provide adequate water supply for fire protection purposes and water utilities are reluctant to do so because of the potential legal liabilities and significant capital investment required.

While continuing to work with other areas of local government to improve PFPC grading, the District must look for creative solutions to improve availability of water for fire protection purposes. This RFP identifies the Ganges village area serviced by Fire Hall No. 1, which is the main center of commercial activity, as the focus. The District would, however, give additional weight to potential solutions that benefited the Island as a whole. With competing demands on the District’s financial resources, only limited funds are available to make “improvements”. This highlights the need for a clear plan to meet identified and achievable goals that provide “best value” for every tax dollar spent.

This Request for Quote (“RFQ”) is an invitation by the Salt Spring Island Fire Protection District (the “District”) to submit a quote in accordance with the details and terms and conditions set out herein.

1.2 Overview of the Project & Scope of Work

General Nature of the Services (as more fully described in Appendix A):

Review the current Fire Underwriters Survey report to assist Fire Rescue to prepare for updating the report in 2022 and provide a strategy and plan with options to meet identifiable and achievable goals to provide an alternate source(s) of water supply for fire protection purposes.

1.3 Official Contact

All enquiries related to this RFQ are to be directed, in writing to Andrew Peat, Acting Corporate Administrator, through the following email address only: apeat@saltspringfire.com by the deadline specified in the RFQ Timetable.

1.4 RFQ Timetable

The following RFQ timetable is tentative only and may be changed by the District at any time.

EVENT	DATE
RFQ Issued	October 22, 2021
Submission Deadline	November 19, 2021; 4:00 pm
Award of Contract (if any)	December 2021
Preliminary Report Deliverable	March 31, 2022

1.5 RFQ Documents

The entirety of this RFQ, including all Appendices.

1.6 Available Information

The following information will be made available on the District's website at this online location <https://saltspringfire.com/job-opportunities/>

- Fire Underwriters Survey, February 5, 2010, Fire Insurance Grade Report
- Fire Underwriters Survey, March 26, 2015, Fire Insurance Grade Update Report

1.7 Contract Documents

- a) Scope of Work (Appendix A)
- b) Proponent's Quote (email format is acceptable).
- c) Executed Contract substantially in the form of the British Columbia General Service Agreement (GSA), February 2020, as amended by mutual agreement by the District and the Contractor.

2 SUBMISSION REQUIREMENTS

2.1 Submission Checklist

- Read the terms and conditions of this RFQ process
- Review the Services required (Appendix A)
- Provide the information detailed in the Submission Guidelines (Appendix B)
- Review the terms and conditions that will apply to the services for the project (Appendix C)
- Submit the Quote before the Submission Deadline and following the requirements noted in Section 2.2.

2.2 Submission Location

Submissions in response to this RFQ (Quotes) must be received by the District via apeat@saltspringfire.com

2.3 Submission Deadline

Quotes submitted in response to this RFQ must be received on or before the Submission Deadline set out in the RFQ Timetable.

2.4 Submission Content

Detailed information on the form and content of submissions is included in Appendix B.

3 REVIEW AND SELECTION PROCESS

3.1 Review

Quotes received prior to the Submission Deadline in response to this RFQ are subject to review and evaluation by the District, and Quotes will be opened privately.

Review of Quotes will be based on the factors described in Appendix B.

3.2 Evaluation Committee

The review of Quotes will be undertaken by an evaluation committee (the “Evaluation Committee”) comprised of persons appointed by the District and may include advisors and consultants.

Quote submissions will be opened privately. The District reserves the right to reject Quotes which, in the District’s opinion, do not demonstrate the experience or capability to provide the necessary resources, materials and adequate insurance arrangements for satisfactory performance of the Services.

3.3 Verify, Clarify and Supplement

When evaluating Quotes, the District may request further information including from Third Parties to verify, clarify or supplement the information provided in Quote.

3.4 Negotiation

If the District elects to proceed, a written invitation will be issued to enter direct contract negotiations to finalize the Contract with the District.

Any negotiations will not constitute a legally binding offer to enter a contract and there will be no legally binding relationship created prior to the execution of a written Contract.

If negotiations cannot be concluded and a Contract finalized within a period which the District deems reasonable at its sole discretion, the District may discontinue negotiations.

3.5 Pre-conditions of Award

It is a pre-condition of award that confirming documents (i.e., certificates) validating compliance with the insurance requirements detailed Appendix B are provided.

4 GENERAL TERMS AND CONDITIONS OF THE RFQ PROCESS

4.1 Ownership of Quotes

Quotes submitted to the District become the property of the District.

4.2 No Claim for Compensation

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Quote, including, if applicable, costs incurred for interviews or demonstrations or subsequent negotiations with the District, if any.

The District will not be liable to the Proponent for any claims for any loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

4.3 Not an Offer

This RFQ is not an agreement by the District or an offer by the District to enter a contract or to purchase any goods or services.

4.4 No Contract A and No Claims

This RFQ process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. It shall not create or give rise to any contract A-based tendering law duties or any other legal obligation binding upon the District.

4.5 No Contract until Execution of Written Agreement

No contract results from the issuance of this RFQ or receipt of Quotes except only that the Proponent by submitting a Quote:

- a) agrees that its Quote will be irrevocable for the period specified; and
- b) accepts and agrees that the stipulations and provisions set out in this RFQ shall govern and apply.

No legal relationship or obligation regarding the procurement of any goods or services shall be created between the Proponent and the District by this RFQ process until the successful execution of a written agreement for the acquisition of such goods and/or services.

4.6 No Intent to Engage Further

By submission of a Quote, the Proponent acknowledges and accepts that there is no intent on the part of the District to engage the Proponent beyond the scope of Service identified in Appendix A.

4.7 Quote Validity

Quotes will be open for acceptance for at least thirty-five (35) days after the Submission Deadline, or as mutually extended by both Parties.

4.8 Negotiations

Prior to awarding a Contract, negotiations may be necessary to ensure services meet the District's requirements, on matters such as: scope of work and service requirement.

The District reserves the right, prior to contract award, to negotiate changes to the Services or to the contract documents (including pricing) with the Proponent

4.9 Form of Contract

By submission of a Quote, the Proponent agrees that should its Quote be successful, the Proponent will enter a contract with the District substantially in the form identified in Appendix C.

4.10 Subcontracting

Where applicable, the names of approved subcontractors listed in the Quote will be included in the Contract. No additional subcontractors will be added, or other changes made, to this list in the Contract without the written consent of the District.

4.11 Assignment

The successful Proponent will not be permitted, without prior written approval of the District to assign or transfer the Contract or award or any part thereof.

4.12 Confidentiality of the District's Information

All non-public information pertaining to or provided by or on behalf of the District obtained by the Proponent as a result of participating in this RFQ is confidential and will not be disclosed without written authorization from the District. Except as expressly stated in this RFQ and subject to FIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential, however such information or parts thereof may be released pursuant to requests under the FIPPA or other applicable legislation.

4.13 Confidential Information of Proponent

A Proponent should identify any information in its Quote, or any accompanying documentation, supplied in confidence for which confidentiality is to be maintained by the District. The confidentiality of such information will be maintained by the District, except as otherwise required by law or by order of a court or tribunal.

4.14 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody, or under the control of the District are subject to the Freedom of Information and Protection of Privacy Act (“FIPPA”) and other applicable legislation.

By submitting a Quote, the Proponent represents and warrants to the District 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 District as part of the Quote for the purposes of the RFQ process.

4.15 Reservation of Rights

The District reserves the complete right without liability to at any time, in its sole and absolute discretion to:

- a) amend, cancel or terminate this RFQ process at any time for any reason;
- b) amend the Services;
- c) amend, from time to time, any date, time period or deadline provided in this RFQ, upon issuance of an addendum;
- d) reject the Quote;

4.16 Limitation of Liability

The Proponent acknowledges and agrees that the District will have no liability or obligation to the Proponent unless awarded the Contract by the District, and agrees that, if not awarded the contract, then, whether or not any express or implied obligation has been discharged by the District, the District shall be fully and forever released and discharged of all liability and obligation in connection with the RFQ and all related matters, and all actions and procedures which preceded.

4.17 Agreement of Terms and Conditions

By submitting a Quote in response to this RFQ, the Proponent agrees:

- a) to be bound by the provisions of this RFQ, including all terms and conditions and any and all Addenda. If there is a conflict in wording, the RFQ shall govern unless otherwise agreed in writing by the District; and
- b) anything contained in a Quote that contradicts or is at variance with any of the terms of the Contract Documents will not be binding on the District unless explicitly accepted and adopted in writing by the District.

4.18 Governing Law

The laws of the Province of British Columbia shall govern any and all disputes concerning the interpretation, application or implementation of this RFQ and any resulting process which may be issued by the District.

5 DEFINITIONS

In this RFQ:

“**Contract**” means the written agreement resulting from the RFQ executed by the District and the Proponent;

“**Contractor**” means the successful Proponent to the RFQ who enters into a Contract with the District;

“**FIPPA**” means the Freedom of Information and Protection of Privacy Act sets out the access and privacy rights of individuals as they relate to the public sector;

“**Request for Quote**”, “**RFQ**” means the competitive process described in this document, including any attached or referenced appendices or schedules and as may be modified from time to time by the District by Addenda;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates), with the legal capacity to contract, that is considering submitting or actually submits a Quote in response to this RFQ;

“**Quote**” means a formal response to this RFQ;

“**Submission Deadline**” means the time for submission of Quotes as set out in the RFQ Timetable.

APPENDIX A – SERVICES

The Contractor should expect to perform at least one site visit and to participate in meetings. The first meeting is to understand the Project's requirements and review the Contractor's deliverables. It will be necessary to attend either in person or by electronic means meetings with District staff and representative from other local government entities, primarily NSSWD and CRD. Presentation of Final Report and Recommendation, either in person or by electronic means, to the Board of Trustees.

Deliverables:

The Contractor will:

- After reviewing Fire Underwriters Survey 2010 and 2015 Fire Insurance Grading reports, the Contractor will assist staff in planning for the 2022 Fire Insurance Survey Update Report. To the extent that can be mutually arranged, the Contractor will meet and work with other local government entities to identify and confirm availability of information that will be required by FUS representatives to update their report.
- The Contractor will work with staff from the District and other local government entities to identify critical infrastructure, high-risk occupancies, and buildings containing essential public/commercial services and assess fire risk and resources currently available to respond to a major incident.
- With regards to new commercial or residential developments, identify opportunities for the District to work in collaboration with other agencies (CRD, Islands Trust and water service providers) to mitigate fire protection risks.
- Working with District staff, FUS representatives and others, identify, rank and cost options that would augment the water supply available for fire protection purposes. Options that might be mutually beneficial for the District and other agencies should specify the likelihood of collaboration. Options that could benefit of other areas of the Island should be noted.

APPENDIX B – SUBMISSION GUIDELINES

For ease of submission preparation and consistent evaluation, Proponents are asked to submit the following information:

- a) If applicable company profile including mission and values, services offered, number of years in operation and location of offices.
- b) Personal experience and qualifications related to this assignment including similar project experience and a list of at least two (2) recently completed and relevant projects. Proponents are also to identify the Key Individual and, if applicable, consultants and other team members proposed to work on the project and a summary of their relevant project experience.
- c) The Proponent's proposed approach to the assignment, a detailed proposed scope of work and proposed project schedule.
- d) Proposed lump sum fixed for completion of the project and hourly rates for the Key Individual and other team members. The fee is to be considered an upset limit, not to be exceeded unless approved in writing by the District and shall be inclusive of all salary costs, general and overhead expenses, and disbursements. Disbursements include the cost of printing and reproducing, reports, travel / accommodation costs, out of pocket expenses and all other anticipated expenses. All fees must be in Canadian Dollars and include all applicable taxes and charges except for the Goods and Services Tax (GST). GST should be shown as a separate line item.
- e) A statement of the Proponent's capacity to complete the project within the proposed schedule
- f) At least two (2) references, including a brief project description and contact information.

The Proponent must, without limiting the Proponent's obligations or liabilities and at the Proponent's own expense, purchase and maintain throughout the term of the contract Commercial General Liability insurance in an amount not less than \$1,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement. The Proponent must provide the District on request evidence of this required insurance in the form of a completed Client Certificate of Insurance or other certification as agreed to by the District.

APPENDIX C – BRITISH COLUMBIA GENERAL SERVICE AGREEMENT

The form of contract shall be the British Columbia General Service Agreement (GSA), February 20, 2020, found at this online location:

<https://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates>

Amendments to this agreement can be made by mutual agreement between the District and the Contractor.