



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 81-2020

SUPPLY AND DELIVERY OF SELF-CONTAINED BREATHING APPARATUSES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF SELF-CONTAINED BREATHING APPARATUSES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 8, 2020.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Wireless Communication System (Section C), in accordance with B10; and
 - (b) Low Air Safety System (Section D) in accordance with B11.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;

- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. WIRELESS COMMUNICATION SYSTEM (SECTION C)

B10.1 Describe the wireless communication supplied with your SCBA, including but not limited to:

- (a) Speakers;
 - (i) Details on the type of speaker and operations.
- (b) Microphone;
 - (i) Details on clarity and operations.
- (c) Mounting location for speakers and microphone.

B11. LOW AIR SAFETY SYSTEM (SECTION D)

B11.1 Describe your low air warning air retention for your SCBA, including but not limited to:

- (a) Operating mechanism;
- (b) Cylinder air usage for low air alarm activation including vent location of activating air.

B11.2 Describe your low air alarm, including but not limited to:

- (a) Low air warning system operation and warning methods;
- (b) Audible and tactile warning methods, operation and positioning.

B12. DISCLOSURE

B12.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B12.2 The Persons are:

- (a) 3M Scott Fire and Safety – Specifications and Budget
- (b) MSA Safety – Specifications and Budget
- (c) Drager Safety – Specifications and Budget
- (d) Honeywell – Specifications and Budget
- (e) Pro-Upfitters – Specifications and Budget
- (f) ABC Fire and Safety – Specifications and Budget
- (g) Reliant Action – Specifications and Budget

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or

- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project;
or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with its Proposal, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B13.4 Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. QUALIFICATION

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B14.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B14.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B14.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B15.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14: (pass/fail)
- (c) Total Bid Price; 25%
- (d) Wireless Communication System; (Section C) 40%
- (e) Low Air Safety System (Section D) 35%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B20.6 Further to B20.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.4.

B20.7 Further to B20.1(c) the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B20.7.1 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.8 Further to B20.1(d), Wireless Communication System will be evaluated considering the type of wireless communication method used in the SCBA, in accordance with B10.
- B20.9 Further to B20.1(e), Low Air Safety System will be evaluated considering low air warning air retention and low air alarm, in accordance with B11.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.
- B20.11 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer, in accordance with B20.
- B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B21.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B21.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of self-contained breathing apparatuses for the period from the date of award until March 31, 2021, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on April 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.4 The funds available for this Contract are **\$4,112,000.00**.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "**HUD**" means Heads Up Display;
- (b) "**MMR**" means Mask Mount Regulator;
- (c) "**PASS**" means Personal Alert Safety System;
- (d) "**Proponent**" means any Person or Persons submitting a Proposal for Goods;
- (e) "**QD**" means Quick Disconnect;
- (f) "**RFID**" means Radio Frequency Identification;
- (g) "**SCBA**" means Self-contained breathing apparatus(es);
- (h) "**UEBSS**" means Universal Emergency Breathing Safety System;
- (i) "**URC**" means Universal Rescue Connection.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:
Scott Wilkinson
Project Manager, Training and Safety Equipment
Telephone No.: 204 986-8294
Email Address: swilkinson@winnipeg.ca

D6. NOTICES

D6.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.16.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

D10.1 Goods shall be delivered within twenty (20) Business Days of the placing of an order, f.o.b. destination, freight prepaid to:

2546 McPhillips Street
Winnipeg, MB
R2P 2T2

D10.2 Initial order shall be delivered within one year from the date of award, f.o.b. destination, freight prepaid.

D10.3 After the initial start-up delivery stated in D10.2, Goods shall be delivered in accordance with D10.1.

D10.4 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D10.5 Goods shall be delivered between 8:30 a.m. and 4:00 p.m. on Business Days.

D10.6 The Contractor shall off-load goods as directed at the delivery location.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10, the Contractor shall pay the City two hundred dollars (\$200.00) per Business Day for each and every Business Day until the goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. COVID-19 SCHEDULE DELAYS

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.
- D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in D10 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D13. ORDERS

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Email: CityWpgAP-INVOICES@winnipeg.ca

D15.1.1 Further to D14.1, invoice inquiries shall be sent to:

Email: CityWpgAP-INQUIRIES@winnipeg.ca

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PAYMENT SCHEDULE

D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire fifteen (15) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

D18.1 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D18.2 Cylinder(s) shall come with a 15 year comprehensive warranty that does not require activation registration nor is contingent on the completion of any particular mandatory overhaul or preventative maintenance.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. STANDARDS

- E2.1 SCBAs shall meet or exceed the following standards:
- (a) Approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN);
 - (b) Compliant to the NFPA 1981, 2018 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services;
 - (c) Compliant to the NFPA 1982, 2018 Edition (if including optional PASS Device), Standard on Personal Alert Safety Systems;
 - (d) Compliant to the NFPA 1981, 2018 Edition standard for non-electronic communications;
 - (e) Compliant to the NFPA-1981 for lens abrasion;
 - (f) Compliant to the NFPA 1981, 2018 Edition standard for radiant heat and elevated temperature heat and flame resistance tests;
 - (g) Approved to NIOSH 42 CFR part 84, the facepiece shall meet the penetration and impact requirements, including compliance with ANSI Z87.1 – 2015;
 - (h) All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations;
 - (i) Compliant to the NFPA 1982, 2018 Edition Standard on Personal Alert Safety Systems.

E3. SELF-CONTAINED BREATHING APPARATUS

- E3.1 The Contractor shall supply and deliver self-contained breathing apparatuses in accordance with the requirements hereinafter specified.
- E3.2 The SCBA shall:
- (a) Utilize a quick connect cylinder connection that will not allow the cylinder removal while under pressure;
 - (b) Provide wireless Bluetooth in-mask communications to enhance voice intelligibility during two-way communications in high noise environments;
 - (c) Incorporate a Personal Alert Safety System (PASS);
 - (d) Have a system of lights providing multi-sides views to indicate wearer air pressure and PASS activation;
 - (e) Include an integrated drag rescue loop or handle to assist in downed firefighter rescue with a minimum capability of 1000 lbs horizontal drag strength;
 - (f) Possess Bluetooth enabled radio integration compatible with multiple radio brands, specifically the current WFPS Harris XL200 portable radios;
 - (g) Include required number of rechargeable batteries and chargers as required for primary or accessory power supply if rechargeable battery system(s) is utilized;

- (h) Include initial supply of alkaline batteries for all components at no additional charge if alkaline batteries are utilized;
- (i) Come with or be able to be individually identified by permanently affixed/stamped, easily viewed identification number;
- (j) Be upgradeable to any updated communications hardware and/or software including but not limited to inter-company communications that may become available within 18 months from date of award.
 - (i) Any such upgrades shall be provided for all supplied equipment by the Contractor at no additional charge to the City of Winnipeg.

E3.3 Hazmat and Aerial Ladder SCBA shall come with UEBSS pouch.

E3.4 Hazmat SCBA airline adapters shall work with UEBSS system.
(a) UEBSS Parker EB Series Coupler to Hansen HK Coupler.

E3.5 Hansen HK fittings shall be required with hazmat suit pass-through.

E3.6 Air pressure regulators/transport air systems shall have a hose equipped with CGA 347 to Hansen HK Coupler from 60 minute Hazmat Cylinder with 4500 PSI.

E3.7 Aerial SCBA airline adapters shall work with UEBSS system.
(a) UEBSS Parker EB Series coupler to Schrader quick disconnect coupler.

E3.8 Platform hoses shall be 8' x 3/8" inside dia. with Schrader quick disconnect couplers with inline pressure gauge. The hose length should allow firefighters to move within an aerial platform.

E3.9 SCBA RIT system/kits/packs;
(a) SCBA model specific rapid intervention team/rescue kits/packs compatible with SCBA.

E3.10 Fit test facepiece adapters with filters.

E4. CONFINED SPACE RESCUE EQUIPMENT

E4.1 Replacement of current personal confined space supplied air respirators and hose systems to integrate with MACK-NFPA Series air distribution system.

E4.2 Confined space supplied air respirator packs shall come with protective case.

E4.3 Escape cylinder with minimum pressure at 3000 PSI.

E4.4 Hoses:
(a) 3/8" I.D hose x 50' x 16 Lengths, 800' total;
(b) Interconnecting hose lengths 3/4 - 16 UNF or NPT;
(c) 4 color hose sheaths for covering/protection;
(d) Max. 250 psi line;
(e) Stainless steel hose coupling;
(f) CEJN "QD" chrome locking socket & plug series 341.

E5. REPLACEMENT PARTS

E5.1 Overhaul kits shall include spring clips/screws/special tools to maintain SCBAs.

E5.2 Replacement parts should include, but not be limited to:
(a) pass module;
(b) power module;

- (c) primary pressure regulators with “GD” mounting;
- (d) MMR hose assemblies with MMR attached;
- (e) SCBA pack frame with bottle bracket support included;
- (f) relief valve high pressure;
- (g) air bottle strap/bracket assemblies;
- (h) lumbar pad removable style;
- (i) right shoulder strap - removable style;
- (j) left shoulder strap - removable style;
- (k) right waist belt;
- (l) left waist belt;
- (m) UEBSS valve/hose assy with pouch;
- (n) URC coupler with protective cover;
- (o) facepiece lens;
- (p) speaking diaphragms- serviceable;
- (q) head harness “5-point”;
- (r) head harness straps;
- (s) upper lens brackets;
- (t) lower lens brackets;
- (u) nose piece small;
- (v) nose piece medium;
- (w) nose piece large;
- (x) radio voice amplifiers or bluetooth modules;
- (y) radio mounting brackets;
- (z) neck strap;
- (aa) air cylinder valves “QD” complete assembly;
- (bb) air cylinder valve overhaul kits;
- (cc) relief valves at air cylinder valve.

E6. POWER SUPPLY

- E6.1 If rechargeable systems are used for primary or accessory power supply, the Contractor shall include:
- (a) Initial and spare rechargeable batteries; and
 - (b) Charging stations.

E7. HARNESS

- E7.1 The SCBA harness shall:
- (a) Be of an easy to remove (without the use of tools) design to accommodate cleaning for hygiene purposes and service;
 - (b) Accommodate waist belt extension;
 - (c) Possess easy to remove machine washable soft goods for hygiene purposes;
 - (d) Be constructed of materials to minimize absorption and minimize contamination;
 - (e) Have reflective markings for low light visibility.

E8. FACEPIECE

E8.1 The facepiece shall:

- (a) Have reflective markings for low light visibility;
- (b) Fit persons of varying facial shapes and sizes with minimal visual interference;
- (c) Be available in at least of 3 sizes (small, medium, large) and sizes shall be easily identifiable;
- (d) Be available in at least 3 nose cup sizes and be able to interchange nose cups of various sizes to accommodate wearer sizing;
- (e) Integrate with structural firefighting hoods to ensure ease of donning and an efficient “seal” with the facepiece without gaps;
- (f) Be of latex free materials;
- (g) Have a flame/heat-resistant neck strap to carry facepiece in ready position for quick donning;
- (h) Have a large diameter inlet that enables both unrestricted breathing and voice communications;
- (i) Be modular in design to enable ease of upgrading and serviceability;
- (j) Incorporate a RFID tag for asset and maintenance tracking;
- (k) Be capable of submersion for cleaning and disinfecting;
- (l) Be covered by a minimum 15 year warranty against defects in workmanship or materials;
- (m) Have the option of a prescription lens kit to accommodate different user needs;
- (n) Come with a facepiece neck strap included;
- (o) Come with an individual facepiece protective bag for each facepiece;
- (p) Be in accordance with E2.1(d).

E9. FACEPIECE LENS

E9.1 The facepiece lens shall:

- (a) Have an internal anti-fog coating to reduce fogging of the lens;
- (b) have a lens with a coating to resist abrasion and chemical attack;
- (c) Be in accordance with E2.1(e), E2.1(f), and E2.1(g).

E10. FACEPIECE HARNESS

E10.1 The head harness is a component of the facepiece assembly and shall have four (4) or five (5) points of suspension connection, four (4) of which shall be adjustable, made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection.

E10.2 The head harness shall be constructed of an appropriate material for fire, first responder and Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) applications.

E11. MASK MOUNTED REGULATOR

E11.1 The user shall hear an audible sound when the breathing regulator is attached correctly to the facepiece.

E11.2 Mask mounted regulator shall be able to quickly disconnect from main line for easy replacement or cleaning.

E12. HEADS UP DISPLAY (HUD)

E12.1 The SCBA shall incorporate a HUD easily visible to the wearer via the facepiece.

E13. CYLINDER(S)

E13.1 The cylinder(s) shall:

- (a) Be of 4500 PSIG operating pressure and available in 45 and 60 minutes duration;
- (b) Be of quick connect design to integrate with quick connect SCBA;
- (c) Include an RFID tag for tracking;
- (d) Be of carbon wrapped aluminum;
- (e) Be supplied with non-locking cylinder valve control;
- (f) Be supplied in sequential serial numbers;
- (g) Be less than one (1) year from date of initial manufacture;
- (h) Come with protective covers for all CGA 347 or Quick Disconnect fittings and covers shall be attached to the cylinders

E13.2 Cylinder adapter(s) for quick disconnect cylinder to CGA 347 connection for tools/equipment in specialty programs.

E13.3 Cylinders should be managed with an RFID bottle inventory reader and cylinder management software.

- (a) Further to E13.3, the Contractor shall supply the management software with the cylinders.

E14. PERSONAL ALERT SAFETY SYSTEM (PASS)

E14.1 The system shall feature a "hands-free" re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.

E14.2 When the PASS device goes into pre-alarm, the user shall be notified through a distinct light pattern in the HUD display.

E14.3 The PASS device shall be in accordance with E2.1(i).

E15. FIT TESTING

E15.1 Fit testing shall be completed prior to SCBA delivery.

E16. TRAINING

E16.1 All training is to be held at the Winnipeg Fire Paramedic Services Training Academy at:
2546 McPhillips St.
Winnipeg, MB R2P 2T2

E16.2 The Contractor shall provide the following training:

- (a) Technician factory training and certification;
- (b) Initial fit testing for all staff by Contractor and/or manufacturer;
- (c) Train the trainer training for designated City staff;
 - (i) Train the trainer training shall be completed within 6 months from the date of award.