



P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Lead Contact: Joe Readman, Fire Chief
Email: fire@magnetawan.com
Phone: 705-349-8477
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Request for Proposal for

***Title: "RFP 2020-07 SCBA (Self Contained Breathing Apparatus)
for the Magnetawan Fire Department"***

Date of issue: August 6, 2020

Proposal Submission Deadline: August 28th, 2020 at 3:00pm

Section 1 Introduction and General Instructions

1.01 Introduction

The Municipality of Magnetawan is inviting proponents to submit proposals for SCBA (Self Contained Breathing Apparatus) for the Magnetawan Fire Department.

This Request for Proposal document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at www.magnetawan.com.

1.02 Submission of Proposals

Proposals shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Proposals included at the end of this document. A designated signing officer authorized to bind the Vendor to the provisions of their Proposal must sign the Form of Proposal. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Proponent on the Form of Proposal.

All hard copy proposals must be signed, sealed, the envelope marked with the Proponent's name and the Project Name, and received by: The Municipality of Magnetawan, PO Box 70, 4304 Hwy 520, Magnetawan, ON, P0A 1P0 by the submission date and time. Electronic submissions (via email to fire@magnetawan.com) will be accepted in response to this RFP but deposit requirements will only be accepted in physical copies. Faxed submissions will not be accepted. Please do not submit proposals by more than one manner.

Project Name: PROPOSAL 2020-07 SCBA (Self Contained Breathing Apparatus) for the Magnetawan Fire Department.

Proposals must be received no later than 3:00 p.m. on August 28th, 2020

Proposals must not be restricted by a statement added to the Form of Proposal or by a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

The onus unequivocally remains with the Proponent to ensure that the Municipality of Magnetawan receives Proposals delivered or sent by courier prior to the Proposal Submission Deadline, in accordance with the submission process described in this section. Proposals received after the Proposal Submission Deadline will not be considered.

1.03 Definitions

The following definitions shall apply to all Contract Documents:

- a. **“Addendum”** or **“Addenda”** means such further additions, deletions, modifications or other changes to the RFP.
- b. **“Bid”** means a document submitted by a Proponent in response to this RFP, to be used as the basis for entering into a Contract.
- c. **“Proponent”** means the individual or legal entity submitting a Bid. The definition shall also include any principal, director, officer of that Proponent, bidding directly for Municipality contracts, or indirectly through another legal entity.
- d. **“Contract”** or **“Agreement”** means the agreement between the Municipality and the selected Proponent for the execution and performance of the duties, responsibilities and obligations, as required under this request for Proposal and as agreed upon by the parties to complete the Work described in this request for Proposal.
- e. **“Contract Price”** means the sum as described in section Contract Price.
- f. **“Contract Time”** means the number of Working Days stipulated in the Contract Documents for completion of the Work.
- g. **“Council”** means the Council of The Municipality of Magnetawan.
- h. **“Day”** means a calendar day.
- i. **“Responsible Proponent”** means a Proponent whose reputation, past performance, and business and financial capabilities are such that the Proponent would be judged by the Municipality to be capable of satisfying the Municipality’s needs for a specific Contract. A Proponent, as the context requires, that is fully capable to meet all the requirements of the Solicitation or other process and subsequent Contract. Such Proponent shall possess the full capability, including financial and technical, satisfactory past performance, including a satisfactory Municipality’s Contractor performance evaluation (where applicable) to perform as contractually required and shall be able to fully document the ability to provide good faith performance.
- j. **“RFP”** means this Request for Proposal package in its entirety, inclusive of all schedules and addenda/addendum that may be issued by the Municipality.
- k. **“Municipality”** means The Municipality of Magnetawan or its authorized agent or representative as designated to the Contractor but does not include the Consultant.
- l. **“Work”** means the total works and related services performed by the Contractor, or its consultants, agents, permitted assigns and/or Subcontractor, and the provision of equipment and supplies as part of completing the project required by the Contract Documents, and as described in the bid documentation.
- j. **“SCBA”** means self contained breathing apparatus.

1.04 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below:

*Joe Readman
Fire Chief
PO Box 70, 81 Albert St, Magnetawan
Magnetawan, ON
POA 1P0
fire@magnetawan.com*

IMPORTANT: A Proponent may be disqualified if they make inquiries, between the Proposal issue date and the notification of the Award, in a manner other than that described in this RFP or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Proponent receives the same information and that no Proponent receives unfair treatment during the RFP process.

1.05 Schedule

The schedule set out herein represents the Municipality of Magnetawan's best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFP issue date	August 4 th 2020
Question Submission Deadline (see Section 1.06)	August 14 th , 2020 at 4:30pm
Posting of Addendum (see Section 1.07)	August 18 th , 2020 at 4:30pm
Proposal Submission Deadline (see Section 1.02)	August 28 th , 2020 at 3:00pm
Proposal Submission Opening	August 28 th , 2020 at 3:30pm

1.06 Required Review and Clarification

Proponents must carefully review this RFP. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact. This will allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Proposal, the Proponent acknowledges that they have read, completely understand, and accepted the terms and conditions of the RFP in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFP.

1.07 Amendments to the RFP

The Municipality of Magnetawan may issue addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Addenda will be posted to www.magnetawan.com.

1.08 Reserved Rights of the Municipality of Magnetawan

The Municipality of Magnetawan reserves the right to:

- a. Make public the names of any or all Proponents and their quoted price.
- b. Request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal.
- c. adjust a Proponent's scoring or reject a Proponent's Proposal on the basis of
 - i) A financial analysis.
 - ii) Information provided by references.
 - iii) The Proponent's past performance on previous contracts awarded by the Municipality of Magnetawan.
 - iv) The information provided by a Proponent pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFP process, or
 - v) Other relevant information that arises during the RFP process.
- d. Verify with any Proponent or with a third party any information set out in a Proposal.
- e. Check references other than those provided by any Proponent.
- f. Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications.
- g. Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP.
- h. Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- i. Select the Proponent other than the Proponent whose Proposal reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. Cancel this RFP process at any stage.
- k. Cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables.
- l. Accept or reject any or all Proposals in whole or in part.
- m. Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal.
- n. If a single Proposal is received, reject the Proposal of the sole Proponent and cancel this RFP process.
- o. To negotiate with the two lowest Proponent(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

1.10 Not Responsible for Costs

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Proponent's Proposal. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Proponent or any third party resulting from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFP.

1.11 Proposal Expiry Date

Proponents hereby acknowledge that their Proposals shall be irrevocable for a period of 120 days from the Proposal submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Proponent and may be initiated by either party.

1.12 Confidentiality and Ownership

Any information provided to the Proponent by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Proponent or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, etc. that are produced by the successful Proponent in response to this project shall become the exclusive property of the Municipality of Magnetawan. However, intellectual property, such as specific tools, templates, processes, etc. that the Proponent provides as part of the deliverables remains the property of the Proponent. Proponents are hereby advised that the names and/or quoted prices may be made public.

1.13 Invoicing

The Vendor will be solely responsible for invoicing the Municipality ensuring to include the name on all invoices to assure timely payment. All invoices are subject to prior review and approval by the Municipality and approved invoices will be paid on a net 30 calendar days from the date of invoice as per the Municipality of Magnetawan's standard terms of payment.

Failure to submit a Proper invoice will result in the invoice not being processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the proponent's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

1.14 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Proposals received by the Municipality of Magnetawan become a public record. Once a Proposal is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990*, as amended may be directed to the Clerk.

1.15 Payment Disputes

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced amounts, the Municipality will review the invoice with the Proponent and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount.
- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication, or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.

Section 2 Scope of Work and Project Requirements

2.01 Scope of Work

Purpose: The Magnetawan Fire Department is seeking proposals for the purchase of Self-Contained Breathing Apparatus (SCBA) and related components. The SCBA and related components shall meet the minimum specifications outlined in this proposal and National Fire Protection Association (NFPA) regulations. Options beyond the outlined specifications are at the discretion of the vendor.

Background: The department will be replacing SCBA equipment to comply with new NFPA 1981 Standards. The evaluation and award process will allow the Magnetawan Fire Department to select the most effective equipment for the department based on value and quality.

2.02 Services Required

Equipment Design General:

Minimum specifications are outlined on this proposal to obtain competitive proposals from qualified vendors for the furnishing and delivery of SCBA equipment to be used by Magnetawan Firefighters. All parts not specifically outlined which are required to provide the SCBA equipment shall be included in the proposal and shall conform in strength and quality or material and workmanship to what is usually provided for the trade in general. Any omissions of components are inadvertent and should be included in the SCBA proposal. Proposed equipment shall meet the NFPA 1981 Standards as outlined under "Standard in Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services".

SCBA shall have the following components:

- 4500-psi air supply
- Heads up display
- Integrated PASS device
- Adjustable, padded shoulder straps
- Adjustable waist strap

Mask shall include:

- Nose cup with each mask
- Standard speaking diaphragm or comparable

Air Cylinder shall include:

- Carbon bottle
- Pressure gauge
- 4500-psi, 45 minute
- Have a 2020 hydrostatic test date

RIT bag

- Bag designed for RIT
- SCBA frame designed for RIT
- Ability operate with both 4500-psi 45-minute and 60-minute cylinders

2.03 Core Key Deliverables/Requirements **Please see schedules 1 & 2 on page 11 + 12*

The Magnetawan Fire Department intends to purchase up to 12 SCBA units, with two cylinders for each frame, 25 face pieces and 1 RIT bag with a 60-minute 4500-psi cylinder and face piece.

Training

The vendor shall supply facepiece fit testing for proper sizing prior to delivery of SCBA and related items. This includes sizing for proper facepieces and nose cup fit.

The vendor shall supply initial training for field use of SCBA after delivery of all breathing apparatus and related components. Training shall include but not be limited to:

- Donning and doffing
- Equipment use and operation
- Cleaning and decontamination
- Repair and maintenance of components
- Inspection and evaluation
- Warranty and return

Training will be scheduled in cooperation with the successful vendor, but at the convenience of the Magnetawan Fire Department and will include a minimum of one (1) 8-hour session to Operational Staff, Training Staff and the Chief Officers. Any training cost shall be itemized and be included as part of the proposal.

Sample Self-Contained Breathing Apparatus

Qualified vendors may, at a later date, be asked to submit one (1) functioning SCBA unit (meeting minimum specifications of the above) for evaluation by our Chief officers and Training Department. If the vendor chooses to include any options in the proposal, the SCBA shall include all of the proposed options. The SCBA shall be delivered and left in the possession of the Magnetawan Fire Department for a period of seven (7) calendar days, the delivery shall come with either a hands on presentation of the product or a virtual presentation by the vendor, whichever the vendor is more comfortable with due to Covid-19 pandemic. The SCBA submitted for evaluation will be returned after the evaluation period. Cost of delivery and pick-up will be the responsibility of the vendor. The SCBA will be used in field evaluations such as fireground operations, search and rescue drills, and maneuverability drills. Magnetawan Fire Department will not be responsible for any damages and/or repairs to these SCBA units resulting from normal wear and tear that may occur during typical fireground evaluations and/or operations.

Reference Information

Provide a minimum of three (3) references from clients that have purchased SCBA units similar to those specified in the RFP within the past year. The Magnetawan Fire Department reserves the right to contact these references and to consider its own experience with any service provider or contractor that currently has contract or previously had contracts with the fire department.

Minimum specification of Self-Contained-Breathing Apparatus.

It is the intent of these minimum specifications to describe certain equipment in sufficient detail to obtain competitive proposals from qualified vendors for the furnishing and delivery of said equipment to be used by Magnetawan Fire Department. All parts not specifically mentioned which are necessary to provide the described equipment shall be included in the proposal and shall conform in strength and quality or material and workmanship to what is usually provided for the trade in general. Any omissions of components in these specifications are inadvertent and should be included in the proposed SCBA. The SCBA shall meet NFPA 1981 "standard in Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services" current edition. The SCBA shall be NIOSH title 42. The SCBA shall be of an existing brand or model currently in production.

2.04 Deficiency Hold Back

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to Five percent (5%) of the total value of Work performed (“Deficiency Holdback”) for a period of up to two (2) years following the Substantial Performance of the agreement. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality’s satisfaction may be retained out of the Deficiency Holdback.

2.05 Performance Evaluation:

Failure to execute the contract in a competent manner shall result in the bidder’s disqualification from bidding on the Municipalities future contracts for a period of two (2) years.

2.06 Completion Date:

Complete delivery of the SCBA and related components shall not be longer than 90 calendar days from the date awarded and shall be delivered at the vendors expense to the Magnetawan Fire Department located at: 81 Albert St. Magnetawan Ontario, P0A1P0 during the hours of 7:30 am and 4:00 pm Monday to Friday.

Section 3 Proposal Submission Requirements

3.01 Submission

For the Municipality of Magnetawan to evaluate Proposals fairly and completely, Proponents shall provide **all** of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Proponent being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit **one (1) formal package** of their Proposal, containing the following items:

• An indication of the Proponent’s understanding of the project scope and requirements, including how the specific required services shall be met.	
• An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent.	
• An overview of the Proponent’s experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent’s team.	
• A Completed proposal package including signatures.	
• Proposal Addendums signed by Proponent for acknowledgement.	
• All necessary funds.	

Section 4 Evaluation of the Proposals

4.01 Evaluation Criteria, Process and Award

The Municipality of Magnetawan may make an Award on the basis of the Proposals received without further discussion with the Proponents. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation as listed in this RFP.

The Lead Contact will recommend Award to Council for the Proponent.

The successful Proponent will be notified of the Award by the Lead Contact.

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Proponents to clarify or obtain more information about their Proposal or to request the Proponent to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the evaluation committee. The Lead Contact will only hold discussions with Proponents who have submitted a proposal deemed to be reasonably acceptable for Award.

Proposals not conforming to the requirements within this document or the following will be disqualified:

- a. Proposal must be legible, in ink, typewritten, or by printer.
- b. Proposal and funds must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.
- c. Proposal must be signed and sealed by an authorized official of the bidding organization. A joint Proposal must be signed and sealed by each company.

The Proponent has carefully examined the conditions and specifications attached and referred to in this, and understands and accepts the said conditions and specifications.

Attached to this Proposal is a certified cheque, in the amount of 10% of the total Proposal, made payable to the Municipality of Magnetawan. The proceeds of this cheque shall, upon acceptance of the Proposal, constitute a deposit which shall be forfeited to the Municipality of Magnetawan if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this Proposal.

It is agreed that the Proposal quantities are estimated only and may be increased or decreased by the Municipality.

SCHEDULE 1:

Requirements	Meets requirement	Does not meet requirement	Exception/Explanation
Mask			
The mask shall have 4-point adjustable head harness			
The mask shall be available in multiple sizes to ensure fit of varying facial dimensions			
The mask shall have clear indication of size			
The mask shall be compliant to NFPA 1981, 2018 edition			
The lens shall have an internal anti-fog coating to reduce fogging of the lens			
SCBA frame and support harness			
The frame and support harness shall have a de-con/cleaning procedure			
The support frame shall hold 45 and 60 minute 4500 psi carbon cylinders			
Cylinder			
Shall be constructed of carbon			
Quick connections for SCBA frame and filling compressor			
Cylinder shall have a 2020 hydrostatic test date			
RIT BAG			
Bag must be designed for RIT activities			
Abilities to operate 4500-psi 45-minute cylinders			
Abilities to operate 4500-psi 60-minute cylinders			
SCBA frame designed for RIT operations			

SCHEDULE 2:

Item #*	Item description	Estimated quantity	Purchase price
1	SCBA frame and harness	12	
2	Mask	25	
3	Protective storage bags for masks	25	
4	4500-psi 45-minute Carbon Cylinder	24	
5	RIT bag with 1-4500-psi 60-minute Carbon cylinder with mask	1	

**Note: The Magnetawan Fire Department intends to purchase up to 12 SCBA units, with two cylinders for each frame, 25 face pieces and 1 RIT bag with a 60-minute 4500-psi cylinder and face piece. Quantities are estimates only and the Magnetawan Fire Department will determine the actual number when awarding the contract. The Magnetawan Fire Department reserves the right to alter the quantities with pricing adjusted accordingly.*

Section 5 Form of Proposal

I/We, the Undersigned, having examined this Request for Proposal, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide SCBA (Self Contained Breathing Apparatus) for the Magnetawan Fire Department.

I, We _____
(Name-Print) (Position)

of _____
(Company Name)

Dated at _____ this _____ day of _____, 2020.

AUTHORIZED SIGNATURE

STREET ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Proponent and the Municipality of Magnetawan, and hereby certifies that the information supplied in this Proposal to be true and complete in all respects.

Company Seal