



SHELburne & DISTRICT FIRE DEPARTMENT

REQUEST FOR PROPOSAL #2023-01-SDFD

Compressed Breathing Air System

Sealed Proposals will be received in the office of:

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Shelburne & District Fire Department
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Request for Proposals Issued On: Monday, April 3, 2023 Revision 1 April 18/23

Proposal Submission Deadline: Thursday, **May 4, 2023, 2:00 PM** Local Time
in Shelburne, ON.



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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation to prospective Proponents to submit proposals to supply and install the required Breathing Air Compressor, Fill Station, Cascade system and components to support The Shelburne & District Fire Department (the “Purchaser”)

The successful Proponent will be required to provide the System to meet the requirements as further described in Part 2 - The Deliverables (the “Deliverables”) and Appendix F – Technical Specifications

1.2 Background

The Shelburne & District Fire Department serves a number of communities within their catchment area and is staffed by 1 full-time staff and 29 volunteer firefighters with the intent to be viewed as one of the most progressive and well trained departments in the province.

1.3 Objectives

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best and most innovative solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.
- Enhance customer satisfaction and improvements in Services.
- Facilitate the Purchaser’s purchases without limiting the Purchaser’s choice or negate any other requirement.
- Support Proponents that demonstrate their commitment to the environment.

1.4 Type of Agreement

Subsequent to RFP award, the Preferred Proponent shall be required to enter into an Agreement (“Agreement”) substantially in the form of the Agreement attached as Appendix A - Form of Agreement with the Purchaser for the provision of the Deliverables.

The Purchaser intends to award Agreement(s) to only one (1) Proponent. The Agreement will be signed in May 2023, and no obligation on the part of the Purchaser to purchase Services shall arise until such time as the Agreement is signed.



1.5 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFP is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The Agreement executed with the Proponent will not be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

1.6 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the Prime Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

1.7 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.



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- The term “should” relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.
- The term “will” describes a procedure that is intended to be followed.

1.8 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

The following definitions apply:

“Agreement” has the meaning set out in Appendix A.

“Applicable Law” and “Applicable Laws” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 8:30 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“Days” means calendar days.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Purchaser to evaluate the Proposals.

“Personal Information” means recorded information about an identifiable individual or that may identify an individual.

“Preferred Proponent” means the Proponent(s) that the Purchaser has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“Proponent” or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“Proposal” or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

“Proposal Submission Deadline” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP.

“Purchaser” means The Shelburne & District Fire Department

“Request for Proposals” or **“RFP”** means this Request for Proposals issued by the Purchaser for the purchase of the Services, and all addenda thereto.



“RFP Coordinator” means the individual identified in Section 4.2.1.

“Services” means the services intended to be procured pursuant to this RFP.

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

1.9 Alternative Proposals

Proponents may submit one (1) or more proposals, representing an alternative to the requirements of the Terms of Reference. Alternatives to the requirements are welcome, provided it complies with the essential requirements set forth in this document and contains adequate justification (including costs) to the alternatives in order to allow comparison to the base submissions.

The selection committee will be the sole decision maker on what alternative is acceptable.

Proposals that do not comply with the essential requirements are not encouraged and will be rejected.

If you are submitting an alternative proposal, complete all forms listed in this RFP as a complete independent proposal.

[END OF PART 1]



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PART 2 - THE DELIVERABLES

2.1 Introduction

With the approval of the 2023 Capital Budget, the Shelburne & District Fire Department is seeking to purchase a Breathing Air Compressor, Fill Station & Cascade System (Breathing Air System). The Fire Department is seeking submissions from qualified Proponents with a demonstrated experience in the design, construction, and maintenance of Compressed Breathing Air Systems.

2.2 Scope of Work

The nature and spirit of the specifications (Identified herein) are to provide for the supply and install of a Breathing Air Compressor, Fill Station & Cascade System, to fully complete in every detail for the purpose intended, and it is hereby understood that the successful Bidder, in accepting the Proposal, agrees to furnish everything necessary to provide a completely operational system.

It is the intent of these specifications to cover the furnishing and delivery to the purchaser of complete Breathing Air System equipped as hereinafter specified. With a view to obtaining the best results and the most acceptable Breathing Air System for service in the Fire Department, these specifications cover only the general requirements as to the type of construction and tests to which the Breathing Air System must conform, together with certain details as to finish, equipment, and appliances with which the successful proponent must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the proponent, who shall be solely responsible for the design and construction of all features.

2.3 General Specifications

The latest **National Fire Protection Association (NFPA)** editions of the **1989 Standard on Breathing Air Quality for Emergency Services Respiratory Protection**, and **1981 Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services**, shall be used as a reference and, unless otherwise specified in these specifications, the Proponent shall meet these requirements and any other applicable standards.

The latest **CSA/CAN-CSA** edition of **CSA Standard Z180.1-13 Compressed Breathing Air and Systems** shall be used as a reference and, unless otherwise specified in these specifications, the Proponent shall meet these requirements and any other applicable standards.

The Purchaser is seeking submissions from Proponents with an established reputation of expertise in the field of Breathing Air System production and maintenance for a minimum of 10 years.

Each proponent shall furnish satisfactory evidence of their ability to construct the Breathing Air System specified and shall state the location of the factory where the Breathing Air System is to be built. They shall also show that they are in a position to render prompt service and to furnish replacement parts for the Breathing Air System in a timely manner.



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Each submission shall be accompanied by a detailed description of the Breathing Air System and equipment proposed.

The total price provided in Appendix C – Rate Bid Form must include all items listed in the specifications. Listing any items contained in the specifications as an extra cost item shall automatically be cause for rejection. Each item is to be listed as a separate line item, and may be removed from the proposal at the discretion of the Purchaser.

2.4 General Construction, Quality and Workmanship

The Breathing Air System proposed shall be the most current model available, designed and constructed with consideration for ease of operation, durability, and safety, and further shall comply with all applicable Canadian federal or provincial standards, laws, and regulations.

2.5 Approval Drawings

Proponent submissions shall include engineering blueprints/drawings of the proposed Breathing Air System and Components drawn to scale on a CAD system, or, alternatively, provide an exploded view drawing. The drawing shall show a minimum of four (4) views of the components (left side, right side, top and rear). Drawings shall show the overall dimensions of the Breathing Air System and Component features.

2.6 Pre-Construction Meeting

One (1) meeting shall be conducted at agreed upon location prior to the start of production. Representatives of the manufacturer and the Purchaser shall be in attendance to review the specifications and production details. At the conclusion of this meeting a final build specification sheet shall be agreed upon.

2.7 Delivery and Training

Delivery shall be made to the,

***Shelburne & District Fire Department,
114 O'Flynn Street,
Shelburne, ON L9V 2W9***

The successful bidder shall be responsible for all delivery and brokerage charges incurred in the delivery of the unit from the manufacturer's facility. They shall also be responsible for any adjustments or mounts required to mount the Breathing Air System with the each of the existing apparatus.

Training on the operation of the unit shall be provided on or after the delivery date. The exact date and time of the training shall be decided just prior to the delivery of the unit.

2.8 Performance Requirements

Upon delivery and installation, the Breathing Air System shall be fully operational and meet the requirements of any applicable NFPA, CSA/CAN-CSA standards for operation.



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2.9 Failure to meet the tests identified in Section 2.8

In the event any Breathing Air System fails to meet the test requirements of these specifications on the first trials, second trials may be made at the option of the bidder within 30 days of the date of the first trials. Such trials shall be final and conclusive, and failure to comply with these requirements shall be cause for rejection. Permission to keep or store the Breathing Air System in any building owned or occupied by the Fire Department or its use by the Fire Department during the above specified period with the permission of the bidder shall not constitute acceptance.

2.10 Warranty

The Purchaser considers the following warranty requirements to be the minimum acceptable. The Proponent shall provide a detailed itemization of the warranty details for the Breathing Air System and components.

A minimum of Five (5) year warranty for all Breathing Air System components and Ten (10) year warranty for the Compressor to be provided under this proposal

2.11 Related Specifications (Also refer to Appendix F)

All equipment, material and accessories shall meet the current NFPA, CSA, and ULC Standards as described in the specifications within this RFP, including Appendix F.

The Breathing Air System will not be accepted, and the Shelburne & District Fire Department will be under no obligation to make the final payment to the successful Proponent, until the Breathing Air System has been tested and proven fully functional to the satisfaction of the Shelburne & District Fire Department.

2.12 Work Plan and Timelines

The work shall commence immediately upon the award of contract by the Shelburne & District Fire Department Joint Board of Management.

Based on this. Proponents are asked to state a delivery date based on the number of days/weeks from award on Appendix C – Rate Bid Form.

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.



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2.13 Payment Terms

While, the Purchaser's standard payment terms are full payment upon acceptance of the Breathing Air System, the Proponents are asked to state any offered discount rates that are applicable to their bid submission on Appendix C – Rate Bid Form. All proposal pricing terms must remain firm for a minimum of 90 days AND if a contract is signed, prices must remain firm throughout the delivery period.

Proponents are asked to quote prices in **CANADIAN FUNDS** inclusive of duty and delivery charges where applicable.

The Proponent shall NOT include any amount for the Harmonized Sales Tax (H.S.T.) in their proposed price. Any amount to be levied with respect to the H.S.T. will be included as a separate item on Appendix C – Rate Bid Form.

Term of Payment will be a minimum Net 30 Days from date following 60 days of continuous uninterrupted service. Preference is to pay by cheque providing there are no additional administrative fees.

[END OF PART 2]



PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

3.1.1 Stage I – Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all mandatory requirements may be subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

3.1.2 Stage II – Rated Requirements

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements. These rated requirements will be evaluated and Proponents must achieve the minimum score, as noted in Section 3.3.1, in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

Refer to Section 3.1.4 below as it relates to reference checks.

3.1.3 Stage III – Pricing

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix C.

3.1.4 Stage IV – Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent(s).



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Reference checks will be performed to confirm or clarify information provided within the Proponent’s Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

3.1.5 Stage V - Tie Break

At this stage, where two (2) or more Proposals achieve a tie score on Completion of the evaluation process, the Purchaser shall break the tie by selecting the Proponent with the highest score in Stage III – Pricing as the Preferred Proponent.

3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must include the following two (2) mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer (Envelope 1)
Appendix C	Rate Bid Form (Envelope 2)

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

3.2.1 Form of Offer - Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.



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(b) General

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form – Appendix C (Mandatory Form)

Each Proposal must include the Rate Bid Form, completed and signed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. REF Section 2.14.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.



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3.2.3 Insurance

Prior to commencement of this Contract, and for the entire duration thereof, the successful Proponent shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company(ies) licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Purchaser. Evidence of such insurance shall be provided to The Shelburne & District Fire Department in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of this Contract and annually thereafter for the duration of the Contract and as otherwise specified below.

a. Commercial General Liability insurance policy insuring against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor, with a minimum limit of \$2,000,000 per occurrence / \$5,000,000 aggregate. This policy shall include, but not be limited to:

- 1) Naming “The Shelburne & District Fire Department” and “The Shelburne & District Fire Department Joint Board of Management” as Additional insured,
- 2) Cross Liability / Severability of Interests clause
- 3) Contractual Liability
- 4) Minimum thirty (30) days’ written notice of cancellation or non-renewal to The Shelburne & District Fire Department
- 5) Products / Completed Operations Hazard (sale of goods (including food / beverage), completion of projects)

3.3 Stage II – Evaluation of Rated Requirements (80)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further. Rated requirements will be evaluated and, where applicable, Proponents must achieve the minimum score, as noted below in Section 3.3.1, in order for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents’ experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.



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3.3.1 Rated Requirements

The response to each rated requirement should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponent’s understanding of the Purchaser’s business needs and should provide a detailed answer to the information requested.
- Be provided in the same sequential order as set out below.

The following is an overview of the point allocation and minimum score requirements, if any, for the rated requirements of this RFP (N/A denotes – not applicable):

Rated Requirement Components	Point Allocation	Minimum Score Required
Overall Clarity / Understanding of project requirements	10	
Proposed Equipment to be Provided	30	
Work Plan and Schedule	10	
Expertise/relevant experience & Service	10	
Options & Warranty	10	
SUBTOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	70	60

Project Cost	30	
TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	100	

A minimum score for rated requirements, as noted above, must be achieved for any Proponent to move into Stage III – Pricing.

EXAMPLE – EQUIPMENT EVALUATION		
Proposed Equipment	Calculation	Resulting Points
If Proponent 1 scores the highest, that Proponent will receive 100% of the possible points.	$2500 \div 2500 \times 30$	30
If Proponent 3 scores 2000, it will receive 80% of the possible points.	$2000 \div 2500 \times 30$	24
If Proponent 2 scores 1500, it will receive 60% of the possible points.	$1500 \div 2500 \times 30$	18



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3.4 Stage III – Pricing (20)

Only at the completion of all rated requirements for all Eligible Proposals will the envelope containing Appendix C – Rate Bid Form be opened. The Purchaser will not accept pricing assumptions.

The below illustrates how points will be calculated - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price) for proposed pricing on the Rate Bid Form:

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \12.00×30	30
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \15.00×30	24
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \24.00×30	15

The above evaluation will occur for all pricing components for each Eligible Proponent.

3.5 Stage IV – Cumulative Score

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to the express and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Agreement, attached in Appendix A.

3.6 Stage V - Tie Break Process

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by selecting the proponent with the highest score in Stage III – Pricing as the Preferred Proponent.



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3.7 Discussions with Preferred Proponent

Subject to the requirements outlined with this section, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Preferred Proponent will have up to fifteen (15) Business Days after being notified of the award to set a date for the pre-construction meeting after which an additional fifteen (15) Business Days will be granted for contract signing and approval

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

[END OF PART 3]



PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
Issue Date of RFP:	April 3, 2023
Proponent Information Session:	Not Applicable
Proponent Deadline for Questions:	April 17, 2023
Deadline for Issuing Addenda:	April 27, 2023
Proposal Submission Deadline:	14:00 on May 4, 2023
Anticipated Agreement start date:	May 12, 2023

Note: *all times specified in this RFP timetable are local times in Shelburne, Ontario, Canada.*

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline. In the event a change is made to any of the above dates, the Purchaser will post any such change on the Town of Shelburne’s website.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion. In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proponent Information Session

While **NO** formal Proponent Information Session has been scheduled, it remains the bidder’s responsibility to satisfy themselves as to all requirements related to this project. As no claim for extra payment will be allowed for work or difficulties encountered due to conditions which were visible or reasonably inferred prior to date of submission.

In order to enhance their understanding of this RFP, proponents are encouraged to submit questions to the RFP Coordinator as set out in Section 4.2.2 below. Any responses to these written inquiries will be issued in an addendum on the Town of Shelburne’s website and may be emailed to all proponents.



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4.1.3 Proponents to Follow Instructions

Proponents should structure its Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

4.1.4 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

4.1.5 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.6 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of this RFP must be directed to the following RFP Coordinator:

Name: Ralph Snyder
Title: Fire Chief
Email: rsnyder@sdfd.ca



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Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the RFP Coordinator)
- any member of the Evaluation Team
- any expert or advisor assisting the Evaluation Team
- any member of the Purchaser's Board of Management

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the RFP Coordinator

All questions submitted by Proponents by email to the RFP Coordinator shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than RFP Coordinator. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the RFP Coordinator on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.



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Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 4.2.2 of the this RFP

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda posted on the Town of Shelburne's website. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser. Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchase. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.2.5 Receipt Confirmation

Proponents will be requested to complete and return Appendix E by email to the RFP Coordinator.

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proponent's Proposal must be received **on or before** the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, and utilize the Submission Labels provided in Appendix G.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery-chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below:



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Submission address:

It is the Proposer's responsibility to ensure Proposals arrive at the Shelburne & District Fire Department, no later than the closing date and time specified, at the following address:

Mailing or Delivery Address:

Shelburne & District Fire Department
114 O'Flynn Street
Shelburne, ON
L9V 2W9

SDFD Office Hours of Operation:

Open 8:30 am to 4:30 pm, Monday to Friday, except for statutory holidays.

Proposals sent by any electronic means shall not be considered.

Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals are to be submitted in English only, and any Proposal received by the Purchaser that is not entirely in English may be disqualified.

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP. Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **DO NOT** include any financial information in Envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

ENVELOPE 1 – PROPOSAL, to include:

- One (1) bound original (prominently marked "original") of the Proposal including Appendices B – Form of Offer, D – References, and F – Specifications Response
- Four (4) bound photocopies of the Proposal including Appendices B – Form of Offer, D – References and F – Specifications Response
- One (1) searchable and not locked soft copy (i.e. USB) of the Proposal including Appendices B – Form of Offer and D – References.



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ENVELOPE 2 – FINANCIAL INFORMATION, to include:

- One (1) original (prominently marked “original”) of Appendix C – Rate Bid Form.
- Four (4) photocopies of Appendix C – Rate Bid Form.

Proposals submitted in any other manner may be subject to disqualification. In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal (including Appendix C), the “**original**” version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser’s address, Proponent name and contact person.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- The Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on or before** the Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.



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4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.8 Proponent's Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for forty five (45) Days from the Proposal Submission Deadline.

4.3.10 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to Proposals

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals Opened Publicly

The proposals shall be opened publicly and the names of all Proponents shall be disclosed and a written record of all proposals shall be prepared.



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4.3.13 Clarification of Proponent's Proposals

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

4.3.14 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

4.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

4.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.



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4.3.17 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.18 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

Purchaser anticipates that Proponents will be selected within ten (10) days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within five (5) Business Days of notice of selection. This provision is solely to the benefit of the Purchaser and may be waived by the Purchaser at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Purchaser will consider such requests for clarification in accordance with Section 4.2.1 of the RFP.

4.4.2 Failure to Enter Into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within ten (10) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.



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4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

4.4.4 Debriefing

Any proponent has up to sixty (60) Days following the date of posting of a contract award notification to contact the RFP Coordinator in writing and request a debriefing from the Purchaser.

The Purchaser is under not duty to disclose submission information from other Proponents. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities.

Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser with respect to any material aspect of the RFP process, and subject to having attended a debriefing, the proponent has up to ten (10) Days following the debriefing to contact the RFP Coordinator and submit a protest in writing to the Purchaser.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:



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- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.



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- Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

4.5.6 Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act (Ontario), applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

Proponents should note that procurements coming within the scope of Trade Agreements are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

4.5.9 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.



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4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- 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.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.



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- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
 - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
 - The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work
 - The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
 - The Proposal prices exceed the funds available for the Services, or
 - The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.
- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.
- By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

4.6.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within ten (10) Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.



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4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

[END OF PART 4]



SHELBURNE & DISTRICT FIRE DEPARTMENT



APPENDIX A – FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this () day of **May** 2023.

- **BETWEEN** -

THE SHELBURNE & DISTRICT FIRE DEPARTMENT

114 O’Flynn Street
Shelburne, Ontario,
L9V2W9

Hereinafter called the "SDFD" (of the first part)

- **AND** -

(Proponent’s Name)

(Address)

Hereinafter called the “Proponent” (of the second part)

WHEREAS on April 3, 2023 the SDFD issued Request for Proposal **2023-01-SDFD Compressed Breathing Air System** and **Addendum # (Number) dated (Date), 2023 for the supply and Installation of a Breathing Air Compressor, Fill Station & Cascade System for the Shelburne and District Fire Department** (the “RFP”);

AND WHEREAS on **(Date)**, 2023 the Proponent submitted a bid in response to the RFP (the “Bid”);

AND WHEREAS the Shelburne and District Fire Department wishes to enter into an agreement with the Proponent for the services, as more particularly described in the RFP and the Bid, attached hereto as Schedule "A" and forming part of this Agreement (the “Services”);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and other good and valuable consideration, the sufficiency whereof is acknowledged hereby by the parties, the parties hereto agree with each other as follows:

1. The Proponent shall provide the Services pursuant to all the terms and specifications set out in Schedule “A”. If there should be any conflict between the provisions of this Agreement and the provisions of Schedule "A", the provisions of this Agreement shall prevail.
2. The term of this Agreement shall commence on **(DATE)**, 2023 and the work shall be completed in accordance with the Work Plan and Time Lines set out in Schedule “A”.
3. The Shelburne and District Fire Department shall pay the Proponent for Services as outlined in Schedule "A" as prepared and presented by the Proponent.



SHELBURNE & DISTRICT FIRE DEPARTMENT

4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then such party may terminate this Agreement upon giving at least thirty (30) days' written notice to the other party.
5. The Proponent shall indemnify and save harmless the Shelburne and District Fire Department, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the Consultant its officers, employees, agents and sub consultants, or any of them, attributable to or connected with the performance, non-performance or purported performance of the Consultant obligations pursuant to this Agreement, except to the extent that same is attributable or caused by the negligence of the Shelburne and District Fire Department, its officers, employees and agents, or any of them. Further, this indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.
6. This Agreement together with its schedule constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms or conditions.
7. This Agreement shall not be assigned, in whole or in part, by either party hereto without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall ensure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
8. Either party may terminate this Agreement at any time, without notice, for just cause which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.
9. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, Canada.



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IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

(Proponent's Name)

Per: _____

Name:

Position:

Per: _____

Name:

Position:

I/We have authority to bind the Corporation.

**SHELBURNE & DISTRICT FIRE
DEPARTMENT JOINT BOARD OF
MANAGEMENT**

Fire Chief:

Board Chairperson:

Attached: Schedule A (Prepared and Presented by the Proponent) –



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APPENDIX B – FORM OF OFFER

Each Proposal must include this form completed and signed by the Proponent.

To: The Shelburne & District Fire Department

1. PROPONENT INFORMATION

The full legal name of the Proponent is:	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
<p>If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must:</p> <ul style="list-style-type: none"> • Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.9 of this RFP). • Describe the consortium members. • Describe the contingency plan if a consortium member is no longer part of the consortium. 	

2. OFFER

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services in accordance therewith at the Rates set out in the Rated Bid Form.



SHELBURNE & DISTRICT FIRE DEPARTMENT

3. PRICES

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix C.

4. MANDATORY FORMS

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal as set out in Section 4.3.2	Yes, Enclosed
Appendix B – Form of Offer	Envelope 1	
Appendix C – Rate Bid Form	Envelope 2	

5. ADDENDA AND QUESTIONS/ANSWERS

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

6. PROPOSAL IRREVOCABLE

The Proponent agrees that its Proposal shall be irrevocable for forty five (45) Days following the Proposal Submission Deadline.

7. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.



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8. PROOF OF INSURANCE AND GOOD STANDING UNDER THE WORKPLACE SAFETY AND INSURANCE ACT (Ontario)

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the Form of Agreement.

9. UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.

Conflict of Interest	Conflict of Interest (Yes or no)	If yes, please set out the details of the actual or potential Conflict of Interest below:
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

10. EXECUTION OF AGREEMENT

If its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

I have authority to bind the Corporation	Date (dd/mm/yyyy):
Signature of Witness	Signature of Proponent Representative
Name of Witness	Name & Title of Proponent Representative



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SHELBURNE & DISTRICT FIRE DEPARTMENT



APPENDIX C – RATE BID FORM

The Proponent should use Appendix C to respond to Section 3.2.2 – Rate Bid Form. Where a Deliverable is not available, insert N/A (denoting not applicable) in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

SUMMARY PRICING SCHEDULE

EQUIPMENT & INSTALLATION				
	DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
1	Supply and Installation of 6000psi Breathing Air Compressor with Carbon Monoxide & Moisture Monitoring.	\$	1	\$
2	Supply and Installation of 3 Position,(4500psi) Containment and Fill Station with 4 Bank Cascade Controls.	\$	1	\$
3	Remote fill point with valve and gauge.	\$	1	\$
3	Supply and Installation of 6000 psi Cascade Cylinders	\$	4	\$
4	Supply and Installation of Vertical 4 bank Cascade Cylinder rack.	\$	1	\$
5	Supply and install 75' spring release wall mounted hose reel complete with hose and shut off valve	\$	1	\$
6	Options & Warranties	\$	1	\$
Equipment and Installation Sub-Total				\$

PROJECT COST	
Total Equipment & Installation	\$
Harmonized Sales Tax	\$
TOTAL PROJECT COST (CAD)	\$



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1	Pricing Terms (Days)	
2	Estimate Delivery Period	_____ days after order

I have authority to bind the Corporation	Date (dd/mm/yyyy):
Signature of Witness	Signature of Proponent Representative
Name of Witness	Name & Title of Proponent Representative



SHELBURNE & DISTRICT FIRE DEPARTMENT

APPENDIX D – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser's for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

The Purchaser, in its sole discretion, may confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

REFERENCE #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

REFERENCE #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	

REFERENCE #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: _____ To: _____
Nature of services:	



SHELBURNE & DISTRICT FIRE DEPARTMENT



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APPENDIX E – RECEIPT CONFIRMATION

To: Ralph Snyder – Fire Chief
The Shelburne & District Fire Department

Re: RFP: 2023-01-SDFD, Compressed Breathing Air System

Proponents are requested to acknowledge receipt of the proposal document and their intent to submit a Proposal by sending this Receipt Confirmation by email to the attention of the RFP Coordinator.

Proponents submitting this Receipt Confirmation will be notified of any addendum issued to this RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

[Please check your answer]

I / We DO DO NOT Intend to submit a Proposal to this RFP.

Representative’s contact information:

_____	_____
Name	Representative’s Signature
_____	_____
Address	Name – Please Print
_____	_____
City, Province, Postal Code	Title
_____	_____
Phone	Date

Email	



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REQUIREMENTS:

Proponent to complete, and return with the Proposal

EXCEPTION TO SPECIFICATIONS

The following requirements shall be strictly adhered to:

1. Exceptions will be allowed if they are equal to or superior to that specified and provided they are listed and fully documented and explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS". The exception list shall refer to specification page number and paragraph.
2. Proposals taking **total exception to specifications** shall not be accepted.
3. Breathing Air System and components shall be inspected upon delivery for compliance with the specifications. Deviations shall not be allowed and shall be cause for rejection of Breathing Air System unless they were originally listed in bidder's proposal.

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
GENERAL SPECIFICATIONS			
Ability to provide 24/7 ongoing service and support for the entire system			
Service shop must be within 160km (2 hours) of Shelburne and District Fire Station			
Employees with successful bidder must be certified for installation, testing and maintenance of Compressed Breathing Air Systems.			
Successful company must be capable for supplying, installing, commissioning, testing and training on the new Compressed Breathing Air System			
System must be ready and capable for future expansion and potential software/firmware updates			
WARRANTIES			
Entire Compressed Breathing Air System shall have at least a 2 year warranty			
Entire Compressed Breathing Air System shall be capable of a 5 Year extended warranty (Priced separately)			
Compressor Block shall be covered by a 10 year warranty			



DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
BREATHING AIR COMPRESSOR			
The successful bidder will supply and install one (1) vertical Breathing Air Compressor that meets the following minimum requirements			
6000psi. operating pressure			
Minimum 7.5 hp electric motor capable of operating on a single phase			
Integrated Carbon Monoxide & Moisture monitoring			
Semi enclosed enclosure			
Auto-drain with muffler/reservoir system for collection of condensate			
Compact design, with small overall footprint			
Anti-vibration mounts			
Fully automatic control system			
Instrumentation and controls <ul style="list-style-type: none"> • PLC controller • Illuminated on/off push buttons • Emergency stop button • Inter-stage and final-stage pressure gauges 			
Individual shutdown indicators for <ul style="list-style-type: none"> • High Air Temperature, • High Air Pressure, and • Low Oil Level/ Pressure 			



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DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
CONTAINMENT/FILL STATION			
The successful bidder will supply and install one (1) SCBA Cylinder Containment/Fill Station that meets the following minimum requirements			
Safety air shut off valve when door is open. The door must be closed and locked before SCBA cylinders can be recharged			
Operator Protection (Defragmentation containment) fully enclosed SCBA containment system that encloses both the SCBA cylinders and the filling hoses			
Anti-abrasion collars and liners in the SCBA containment sleeves to protect the exterior of the SCBA cylinders from abrasion damage during the filling process			
Anodised aluminum, "Push Action" self-venting and adjustable regulator with operating pressures from 0 to 6,000-PSIG inlets and 0 to 6,000-PSIG outlet pressures.			
Fill station is set to fill at the CSA standard rate of exactly 300 PSIG per minute; may be capable of other fill rates up to 1500 PSIG per minute.			
4 bank Cascade Controls with gauges (integrated into the Containment Fill Station) to optimize air storage and filling capacity			
75' spring release wall mounted hose reel complete with hose and shut off valve			



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AIR MANAGEMENT , STORAGE SYSTEM & OPTIONS

The successful bidder will supply and install Air Management/Storage System that meets the following minimum requirements

Four (4) 6000psi Air Storage Cylinders			
One (1) 4 position vertical rack for Air Storage Cylinders			
Auto Cascade Controller (To be priced separately for consideration)			
Remote fill point with valve and gauge.			



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APPENDIX G – SUBMISSION LABELS

Please firmly affix the following labels to the envelopes containing your submission OR address your envelopes as indicated below.

Please **do NOT** include any financial information in Envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows

ENVELOPE 1 – PROPOSAL, to include:

- One (1) bound original (prominently marked “original”) of the Proposal including Appendices B – Form of Offer and D – References.
- Four (4) bound photocopies of the Proposal including Appendices B – Form of Offer and D – References.
- One (1) searchable and unlocked soft copy (i.e. USB) of the Proposal including Appendices B – Form of Offer and D – References



RFP SUBMISSION: ENVELOPE 1

ATTENTION: Ralph Snyder Fire Chief

Project No: 2023-01-SDFD-Compressed Breathing Air System

**Shelburne & District Fire Department
114 O’Flynn Street
Shelburne, ON L9V 2W9**

DUE DATE: Thursday, May 4, 2023 @ 14:00





ENVELOPE 2 – FINANCIAL INFORMATION, to include:

- One (1) original (prominently marked “original”) of Appendix C – Rate Bid Form.
- Four (4) photocopies of Appendix C – Rate Bid Form.



RFP SUBMISSION: ENVELOPE 2

ATTENTION: Ralph Snyder Fire Chief

Project No: 2023-01-SDFD-Compressed Breathing Air System

**Shelburne & District Fire Department
114 O’Flynn Street
Shelburne ON L9V 2W9**

DUE DATE: Thursday, May 4, 2023 @ 14:00



NOTE:

- Refer to Section 5.3.2 for Proposal Submission Requirements.
- All envelopes should be labeled with the name of the submitting firm.



APPENDIX H – EVALUATION FORM

To Be Completed by the Purchaser

1. Requests for Proposals (RFPs) shall be reviewed by the four (4) members of the 2 SDFD members and 2 Board members.
2. Each Procurement Team Member shall complete the following RFP Evaluation Form for each proposal.

REQUEST FOR PROPOSAL EVALUATION FORM

Proponent’s Name/Company: _____

Evaluators Name: _____

Date (dd/mm/yyyy): _____

STAGE 1 – MANDATORY REQUIREMENTS		Yes	No
Mandatory	Proposal received prior to closing		
	Appendix B – Form of Offer (Envelope 1)		
	Appendix C – Rate Bid Form (Envelope 2)		

STAGE 2 – RATED REQUIREMENTS		Max. Points	Points
Proposal – Overall Clarity / Understanding of project requirements	Clear, and concise with complete information provided.	10	
Specifications – Proposed Equipment to be Provided	All specifications met or exceeded will receive maximum points. Minus one point for every specification not met	30	
Work Plan and Schedule	Detailed work plan, with installation and training dates provided.	10	
Expertise/relevant experience & Service	The ability to service in an extreme timely fashion as the Compressed Breathing Air System is integral to emergency responses	10	
Options & Warranties	All options and warranty specifications met or exceeded receives maximum points. Minus one point for every specification not met	10	
TOTAL SCORE		70	



APPENDIX H – EVALUATION FORM

STAGE 3 - PRICE		Max Points	Points
Price	Lowest cost proposal divided by proposal being evaluated x 25% weight	30	
TOTAL PRICE SCORE		30	

STAGE 4 – CUMULATIVE SCORE		Max Points	Points
Rated Requirements		70	
Price		30	
TOTAL COMBINED SCORE		100	