



Request for Tender

Self Contained Breathing Apparatus

Request for Tender (RFT): T-FD-23-01
Issue Date: March 1, 2023
Closing Date & Time: Thursday March 30, 2023 11:00 a.m. local time
Address: Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0
Telephone: 705-932-2765

Township of Otonabee-South Monaghan
21 Third St
Keene, ON
K0L 2G0
Telephone: 705-295-6880

Attention: Bill Balfour
Fire Chief, Cavan Monaghan

Chuck Parsons
Fire Chief, Otonabee-South Monaghan

Late Tenders will not be accepted.
The lowest price or any Tender not necessarily accepted.

Project: Self Contained Breathing Apparatus (SCBA)

Authority: Township of Cavan Monaghan
Township of Otonabee-South Monaghan

Contract Administrators: Bill Balfour
Fire Chief (Cavan Monaghan)
988 County Road 10
Millbrook, Ontario, L0A 1G0
Telephone: 705-932-9327
Email: bbalfour@cavanmonaghan.net

Chuck Parsons
Fire Chief (Otonabee-South Monaghan)
21 Third St
Keene, ON
K0L 2G0
Telephone: 705-295-6880
Email: cparsons@osmtownship.ca

Tenderer:

Company Name

Address (Include Postal Code)

Telephone and Fax Numbers

Email Address

Name of Person Signing

Position of Person Signing

Tenders Received By: Bill Balfour Fire Chief
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0

To: Mayor and Members of Council
Re: Self Contained Breathing Apparatus

Dear Mayor and Members of Council:

I/We, the undersigned, having carefully examined the sites of the proposed work, and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto. Each and all of which form part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the provisions, plans, specifications and conditions hereto attached for the unit prices shown in this Tender.

I/We understand and agree that the quantities shown in this tender are approximate only and may be increased, decreased or deleted entirely at the discretion of the Contract Administrator.

I/We hereby agree that notification of acceptance of this tender shall be in writing, and may be sent prepaid post, and if sent prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

I/We agree that the work specified in the contract will be performed in strict accordance with all of the conditions, specifications and provisions outlined in the following Sections:

- Section 1.0: Instructions and Standard Conditions**
- Section 2.0: Scope of Work**
- Section 3.0: Itemized Bid**

Signed at _____
(Company/location)

this _____ day of _____, 2023

Signature of Corporation Witness

Signature of Supplier or Seal of Firm
& Position Held

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n/a

1.0 Instructions and Standard Conditions

1.1 Purpose

The Township of Cavan Monaghan and the Township of Otonabee-South Monaghan appreciates your interest in this proposal document. This proposal covers the supply of Self Contained Breathing Apparatus (SCBA) related equipment, training and service. These SCBA replace units originally supplied on pumpers and other apparatus

1.2 Delivery and Opening of Submissions

Two (2) hard copy submissions of Sealed Tenders plainly marked “Tender T-FD-23-01 Self Contained Breathing Apparatus” will be received until 11:00 a.m., Local time, Thursday March 30, 2023

The Sealed tenders shall be addressed to Bill Balfour, Fire Chief
Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0

Neither The Township of Cavan Monaghan or the Township of Otonabee-South Monaghan shall be responsible for Submissions, which are not properly marked, and/or delivered to any other location, other than that specified above. The use of any means of delivery of a submission shall be at the risk of the Tenderer. Submissions received after the official closing time will not be considered and will be returned unopened to the respective Tenderer.

Tenders will be opened at 11:15 a.m., Local time, Thursday March 30th, 2023 in the

Council Chambers
988 County Road 10
Millbrook ON
L0A 1G0

and streamed to the Township of Cavan Monaghan YouTube channel.

1.3 Important Dates

| | | |
|------------------------------------|----------------|------------|
| Tender Release Date | March 1, 2023 | |
| Deadline for Questions | March 8, 2023 | 11:00 a.m. |
| Final Addendum Release (if needed) | March 9, 2023 | 4:30 p.m. |
| Deadline for Submission | March 30, 2023 | 11:00 a.m. |
| Tender Opening | March 30, 2023 | 11:15 a.m. |

1.4 Title Definitions

Wherever the word “Township” or “Owner” or “Authority” or “Corporation” appears in this Tender, it shall be interpreted as meaning the Township of Cavan Monaghan and Otonabee-South Monaghan.

Wherever the word “NFPA”, appears it shall be deemed to mean the “National Fire Protection Association”.

Wherever the work “Contract Administrator” or “Engineer” appears it shall be deemed to mean the Fire Chiefs, or such other officers as may be authorized by the Authority to act in any particular capacity.

Wherever the word “Supplier” or “Tenderer” appears, it shall be deemed to mean the individual and/or company who is submitting this Tender for bid submission of the work outlined herein.

1.5 Examination of Tender Documents

Each Tenderer must satisfy for themselves by a personal study of the RFT documents respecting the conditions existing or likely to exist in connection with the proposed award. There will be no consideration of any claim, after submission of a Tender, that there is a misunderstanding with respect to the conditions imposed by this RFT.

Prices submitted must include all costs and the Tenderer must be satisfied as to the full requirements of the RFT. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Tenderer require more information or clarification on any point, it must be obtained in writing from the designated Township official prior to submission of the Tender.

1.6 Blank Form of Tender

One copy of the Tender, on the forms provided in Section 3.0 Itemized Bid, shall be submitted. All information requested shall be shown in the Tender, in the space provided and shall be typed or printed in ink.

1.7 Tender Opening

Tenders will be opened following the deadline for submission on Thursday March 30, 2023, in the

Council Chambers
988 County Road 10
Millbrook, Ontario
L0A 1G0.

1.8 Right to Accept or Reject Tenders

The Authority reserves the right to reject any or all Tenders or to accept any Tender should it be deemed to be in the Authority’s best interest to do so. The lowest bid Tender or any Tender will not necessarily be accepted.

Council shall make the final determination as to awarding of all tenders. The lowest tender, or any tender, not necessarily accepted, Appendix 'B' of Purchasing By-law No. 2020-22 outlines the Bid Irregularities and direction of use. The By-law can be found on the Township of Cavan Monaghan website at <https://www.cavanmonaghan.net> under Local Government, By-laws and Policies, Purchasing.

All Tenders are subject to the Policies as per the Purchasing and Procurement By-laws of both municipalities.

1.9 Unacceptable Tenders

The Treasurer and/or CAO or designate will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity; major irregularity (automatic rejection), minor irregularity (bidder may rectify) and/or mathematical error (additions or extensions). Each item in the tender Form shall include a reasonable price for such item. The Treasurer and/or CAO will correct errors in mathematical extensions and/or taxes, and the unit prices will govern. If, based on the corrected total the required bid deposit is insufficient, the bidder shall be notified and will be given 24 hours to rectify the issue or the bid will be automatically rejected.

1.10 Ability and Experience of Tenderer

The Authority reserves the right to reject any tenderer where satisfactory evidence of sufficient capital, plant and experience to successfully performed and complete the work in the specified time, not furnished by the Tenderer.

1.11 Harmonized Sales Tax

The Harmonized Sales Tax shall not be included in Tendered prices for material supplied under this Contract.

1.12 Execute Contract

All complete tenders shall be open for acceptance for a period of sixty (60) days after the closing date. After this time, the Tender may only be accepted with the consent of the successful Tenderer. The term of the pricing contained within the tender will remain valid until the SCBA are delivered and put into service.

1.13 Location

The Fire Department(s) require approximately 60 Self Contained Breathing Apparatus and the specified Related Equipment, Training and Services delivered as specified to the Cavan Monaghan Fire Station, 52 King Street East, Millbrook, Ontario L0A 1G0 and Otonabee-South Monaghan Fire Station, 21 Third Street, Keene, Ontario K0L 2G0.

1.14 Tenderers to Investigate

The Tenderer shall carefully examine all scope and conditions so that the unit prices Tendered are commensurate with the delivery of materials/supply requested.

1.15 Inquiries during Tendering

The Tenderer is advised that inquiries regarding the interpretation of the Tender or specifications shall be directed to the Contract Administrators;

The Township of Cavan Monaghan
Telephone: 705-932-2765
Attention: Bill Balfour, Fire Chief

Township of Otonabee-South Monaghan
Telephone: 705-295-6880
Attention: Chuck Parsons, Fire Chief

The Tenderer or their employees, agents or anyone acting on their behalf shall not contact, with the exception of the Contract Administrator, any Township of Cavan Monaghan or Township of Otonabee-South Monaghan Member of Council, Staff, Agent, Employee, Supplier or anyone acting on behalf of the Municipality in regards to this Tender, its evaluation process, or the award of contract. Lobbying and Single Point Contact with Township Staff, officials or advisers, including Councillors, about this Tender is prohibited and can be considered grounds for disqualification from the process.

Any communications in regards to this Tender must be made through the Contract Administrator; failing to do so may disqualify the Tenderer for consideration in this Tender.

1.16 Award of Contract

The award of this Contract is subject to the approval of the Council of the Township of Cavan Monaghan and the Council of Otonabee-South Monaghan, acting in its sole and absolute discretion.

1.17 Addenda

The Tenderer shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

1.18 Liability Insurance

The successful bidder shall deliver a certified copy of their company or firm's Public Liability and Property Damage Insurance policy within 10 (ten) calendar days of receiving notice of acceptance. Coverage shall be a minimum of \$5,000,000 per accident in the name of the Township of Cavan Monaghan and the Township of Otonabee-South Monaghan. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit.

1.19 Workplace Safety & Insurance coverage

The successful bidder shall provide a Certificate of Clearance from the Workplace Safety & Insurance Board within ten (10) calendar days of receiving acceptance notice. Failure to provide such proof may result in the cancellation of the contract and forfeiture of the Tender deposit. The Authority may request the Supplier to provide an updated Certificate of Clearance at any point during the term of the contract, prior to making payments to the Supplier.

1.20 Withdrawal of Tenders

A bidder may withdraw their Tender upon delivering a signed notice of withdrawal at least (3) hours before the closing date and time as set out in the Purchasing and Procurement By-laws.

1.21 Notification of Acceptance

Notification of Acceptance of Tender shall be by telephone and written form. The date of Acceptance of Tender shall be the date the written notice is mailed to the successful bidder.

2.0 Scope of Work

The successful proponent shall supply the confirmed quantity of the specified Self Contained Breathing Apparatus and Related Equipment to the Cavan Monaghan Fire Station, 52 King Street East, Millbrook, Ontario L0A 1G0 and to the Otonabee-South Monaghan Fire Station, 21 Third Street, Keene, Ontario K0L 2G0. The successful proponent must also provide the Training and Services specified at a location and time determined by the Fire Chief(s).

2.1 Special Conditions

1. This tender is to be required to be competed prior to March 1st, 2024 including the training of all Fire Department staff in the use of their SCBA as well as providing a complete lesson plan and sign off of the training completed.
2. As part of the Tendering process bidders will be required to supply six (6) demo units for evaluation purposes by the SCBA Committee. These units will be to be delivered to 988 County Rd 10 Millbrook on a date to be determined and acceptable to the Fire Chiefs of Cavan Monaghan and Otonabee-South Monaghan. The units will be returned upon the completion of the evaluation process. The expected date of competition of this evaluation is June 15th, 2023.
3. Tenderers will need to supply their 2023 rates in relation to repair rates and annual flow testing rates, which will form part of the overall evaluation.
4. Tenders are to advise if they provide online training programs and in person onboarding training and advise of applicable fees per student.
5. The Tender will be responsible for the disposal of 4500 PSI SCBA bottles (116) and SCBA packs (60) to be picked up at 52 King Street Millbrook, ON and 21 Third Street Keene, ON.
6. The Tender shall meet Standards set out by NFPA 1981(Current Edition 2019) Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services and CAN/CSA Z94.4-2018 Selection, Use, And Care of Respirators.
7. The Tender shall provide First Fit Testing and Mask sizing to All Members and provide individual test reports meeting the requirements of the Chief(s).
8. The Tender shall make sure SCBA is compatible with Fit Testing Machine Cavan Monaghan and Fit Testing Machine Otonabee-South Monaghan currently both municipalities use ACCUTECH AF9000.
9. The Tender shall make sure All SCBA and cylinders fit into the Holders on all Apparatus, without having to do any modifications.
10. The Tender shall make sure All SCBA cylinders are manufacture with a stamping date within 3 months of our delivery date.

2.1.1 Occupational Health & Safety Compliance

The Supplier and their agents shall strictly adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations for Construction Projects and Works.

2.1.2 Federal, Provincial, Municipal Laws

The Supplier and their agents shall strictly adhere to all Federal, Provincial and Municipal Regulations, Legislation and By-laws.

It shall be the Supplier's responsibility to obtain the current revisions of applicable Acts, Laws and By-laws.

2.1.3 General Supplier Definition

The person or company signing this Tender shall be considered the Supplier.

2.1.4 Township of Cavan Monaghan and Otonabee-South Monaghan Indemnification from Liability

In and during the performance of the work, the Supplier shall indemnify and save harmless the Township of Cavan Monaghan The Township of Otonabee-South Monaghan from and against all claims demands, losses, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

2.1.5 Supply of Materials

The Supplier shall supply all materials required to complete the work specified in the Tender. The payment provided in the Tender shall be deemed to include full compensation for the supply of said materials.

2.1.6 Method of Payment

Upon delivery of materials, the Supplier shall submit invoices to the Townships of Cavan Monaghan and Otonabee-South Monaghan. Invoices for Cavan Monaghan are to be sent to payables@cavanmonaghan.net. Invoices for Otonabee-South Monaghan are to be sent to caparsons@osmtownship.ca. Such invoices shall specify the quantity of materials supplied and the value thereof according to the terms of the Contract and shall include all applicable taxes.

Terms shall be twenty-eight (28) days net from the date the Supplier's invoice is received by the Townships of Cavan Monaghan and Otonabee-South Monaghan.

2.1.7 Warranty

The Contractor shall provide the Owner with a written warranty guaranteeing the work under this contract for a period of twelve (12) months following the delivery.

2.1.8 Quantity Adjustments

The Townships of Cavan Monaghan and Otonabee-South Monaghan reserves the right to adjust the quantities of the tender items as required to meet budgetary constraints.

2.1.9 Accessibility Standards

As part of the Township's Accessibility Policy, upon acceptance of the successful tender, a Township Accessibility pamphlet will be mailed to the successful Tenderer. The Tenderer is requested to read the pamphlet and sign a form acknowledging that they have done so and comply with the requirements of the Policy.

2.1.10 Disputes and Termination

1. In cases of dispute as to whether or not deliverables required by any contract awarded under this RFT meet the requirements of the Township, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to a third party mediator or arbitrator or the court. The decision of such agent, mediator or arbitrator as the Township may appoint will be final and binding.
2. Notwithstanding the above, the Township may terminate any contract awarded under this RFT for any reason whatsoever, by giving one hundred and twenty (120) days written notice to the Supplier of such intent. The Supplier shall not be entitled to any monetary compensation for work done following the notification period.
3. Notwithstanding any other provision in any contract awarded under this RFT, at the option of the Township, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Supplier, in the event that the Supplier:
 - a. declares its inability to pay debts as they generally become due;
 - b. is adjudged or adjudicated bankrupt or insolvent;
 - c. becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
 - d. withholds any funds payable to the Township or information from the Township;
 - e. abandons the Work under this Contract;
 - f. disregards any laws, by-laws, rules, regulations, standards, approvals or orders of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the Township;
 - g. gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Township; or
 - h. Repeatedly fails to adhere to the terms of any contract awarded under this RFT and in particular, commits repeated infractions in the performance of the work.
4. In the event that the Township terminates all or part of any contract awarded under this RFT, the Township may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred may be collected from the Supplier.

5. In the event the Township temporarily relieves the Supplier of a portion of the work, it shall in no way affect the obligations of the Supplier with respect to the remainder of the Work or the same portion of the Work to be done in future.
6. In the event that the Township exercises their right to terminate the Contract then the Supplier shall be paid for only those Work(s) performed up to the date of termination that have been pre-approved by the Township.
7. Any representation or warranty given by the Supplier shall survive beyond termination of this Contract.

2.1.11 Character and Employment of Workers

The successful Tenderer shall employ only orderly, competent and skillful workers to ensure that the works are carried out in a respectable, professional manner.

In the event that any person employed by the Supplier in connection with the work arising out of this Contract gives, in the opinion of the Township, just cause for complaint, the Supplier, upon notification by the Municipality in writing, shall not permit such person to continue in any future work arising out of this RFT.

3.0 Itemized Bid

This section outlines the itemized bid for each of portion of work outlined in Section 2.0. Each blank field outlined in the tables below must be populated with the Supplier’s cost estimates.

This Tender involves the provision of the following services:

- Cavan Monaghan (CM)
- Otonabee-South Monaghan (OSM)

| Item | Description | Quantity CM | Quantity OSM | PRICE |
|---|--|-------------|--------------|-------|
| A) SCBA UNIT Complete with 4500 psi cylinder NFPA 1981 Current Standard Compliant CAN/CSA Z94.4-2018 Selection, Use, and Care of Respirators | 4500 psi | 30 | 32 | \$ |
| | Standard Harness | | | |
| | Integrated PASS alarm | | | |
| | Carbon cylinder, 4500 psi, 45 minute | | | |
| | Chest strap | | | |
| | Voice amplifier assembly, mechanical or electronic | | | |
| | Heads Up Display to be integrated into regulator. | | | |
| | Air Trans fill connect on chest high pressure line | | | |
| | Trans fill line | | | |
| Face piece (specific sizes TBD via fit testing) Small -01, Medium -02, Large -03 C/W Neck Straps & adjustable mesh netting With carrying bag with clip | | | | |
| B) Extra Cylinder(s) | Carbon cylinder, 4500 psi, 45 minute | 30 | 32 | \$ |
| Options | | | | |
| C) Optional Cylinder Graphics | Option - Cylinder graphics/ reflective/ dept. I.D. | 62 | 68 | \$ |
| D) Extra Face pieces | Face piece (specific sizes TBD via fit testing) Small -01, Medium -02, Large -03 C/W Neck Straps & adjustable mesh netting With carrying bag with clip | 35 | 51 | \$ |
| | APR adaptor / Fit Testing | 6 | 0 | \$ |

4.4 Statement D

The Township is requesting additional information pertaining to the Tender based on the Tenderer’s past experience. Please provide a brief description of approaches that will add value to the services priced above.

5.0 Supplier’s Acknowledgement and Understanding of Tender

The work specified in the Contract shall be performed in strict accordance with the following Section. The Supplier also acknowledges that the information presented in these sections is understood and completed (where necessary):

- Section 1.0: Instructions and Standard Conditions**
- Section 2.0 Scope of Work**
- Section 3.0 Itemized Bid**
- Section 4.0 Supplier’s Equipment and Experience**

The Supplier, by this tender, offers to complete the work of this Contract in strict accordance with the terms contained herein.

By my/our signature hereunder, I/we hereby identify this as the Schedule of Tender Data, Plans and Specifications, for Tender T-FD-23-01, executed by me/us bearing date this day _____ of _____ 2023.

Signature: _____

Position: _____

(Company Seal)

Name of Firm: _____