



REQUEST FOR PROPOSAL PS08057

THE SUPPLY AND DELIVERY OF
SELF CONTAINED BREATHING APPARATUSES (SCBA), COMPRESSED AIR CYLINDERS,
INTEGRATED COMMUNICATIONS COMPONENTS, AND ACCESSORIES

Proposals will be received in the Courier Delivery Drop-off Office, 1st Floor, Vancouver City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below) on Tuesday, April 29, 2008 (the "Closing Time") and registered 11:00:00 A.M. Wednesday, April 30, 2008.

NOTES:

1. Proposals shall be in a sealed envelope or package marked with the Proponent's Name, the RFP Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock located in the City's Courier Delivery Drop-Off Office.
3. DO NOT SUBMIT BY FAX.

All queries related to this RFP shall be submitted
in writing to the attention of:

Harinder Kainth
Buyer

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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PART A - INTRODUCTION

1.0 Overview

1.1 This Request for Proposal ("RFP") identifies a business opportunity for the successful Proponent to supply and deliver the City of Vancouver's Fire and Rescue Services (hereafter to be referred to as "VFRS") with a new standard of Self Contained Breathing Apparatus System/s (or "SCBA System/s" or "System/s").

1.2 Qualified and experienced Proponents are invited to submit Proposals and the City will consider Proposals from those Proponents who are able to meet all the Requirements as set out herein. However, the successful Proponent will be the Proponent who offers the best overall value along with a high level of service and "best practice" business solutions.

1.3 A Proponent's Information Meeting will be held:

Date: Monday April 14, 2008

Time: 10:00 AM

Location: Vancouver Fire and Rescue Services
900 Heatley Avenue,
Vancouver, BC

This Information Meeting will include an overview of the RFP Requirements; the documentation and process; and will also enable Proponents to address questions in a communal forum. Please advise by facsimile or e-mail whether or not you will be attending the Information Meeting, or indicate whether you intend to submit a Proposal prior to the Closing Time, by sending in the Response Notification Form (Appendix 4).

1.4 Proponents are encouraged to read this document and submit any questions pertaining to this RFP by e-mail to: purchasing@vancouver.ca. All questions will be answered and posted as indicated in Part B -Section 1.2. Proponents should refer to this site to update themselves on all posted questions and answers.

1.5 Key dates to be noted are:

Event	Dates
Release of RFP	Tuesday April 1, 2008
Proponents Information Meeting	Monday April 14, 2008
Deadline for Response Notification Form	Friday April 18, 2008
Deadline for Enquiries	Monday April 21, 2008
RFP Closing	Tuesday April 29, 2008

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2.0 Background and Scope

VFRS currently have 260 SCBA and 730 compressed air cylinders. VFRS uses SCBA as part of WCB mandated personal protective life safety equipment for all its operational fire fighters. These are comprised of two generations of SCBA from the same manufacturer that have been in service for up to 13 years and now require replacement.

There are three key reasons for replacing this equipment now:

- The fixed service life of the compressed air cylinders will expire in less than two years mandating replacement at this time.
- The aging units require increased maintenance costs to keep them at a safe operational standard.
- The timing of this replacement will provide VFRS with units that comply with new National Fire Protection Association ("NFPA") standards that changed as of February, 2007. These new standards take advantage of changes in technology in electronic and communication components.

Staff safety is an essential component to maintaining an effective Fire and Rescue Service. Therefore, VFRS considers the procurement of breathing equipment as one of its most critical purchasing decisions.

Similar to scuba diving equipment, the SCBA unit provides the fire fighter the ability to breathe, work and communicate in a potentially toxic atmosphere that would otherwise be perilous to health and safety.

Emergencies, such as structure fires, vehicle fires and hazardous material release, all contain elements of smoke, fire and chemical compounds. A SCBA unit protects the fire fighter by allowing the user a supply of clean breathable air while performing rescue and hazard mitigation activities. The SCBA is an integral part of the firefighter's personal protective equipment ensemble.

Over the last 10 years, SCBA and Personal Alarm Safety Systems (PASS) that are attached to the units have undergone significant changes to make them safer, more durable and to provide greater functionality. These improvements are necessary to ensure that today's fire fighter is protected from the life threatening hazards encountered with the work they perform. Improvements, since 1994 when the equipment to be replaced was purchased, have been made in four distinct areas: safety, communications, electronics and durability, described as follows:

Safety: Some of the safety changes include: enhanced voice communication, in-mask information on air levels, and louder alarms and lights when the fire fighter is down on air or in distress. The SCBA units must be compatible for use in environments caused by acts of terrorism such as Chemical, Biological, Radiological and Nuclear releases (CBRN). These units are lighter and have superior performance including the ability to rapid-fill between bottles in a dangerous environment.

Communications: The need to communicate with each other inside a deadly environment and with the outside team is paramount. To achieve this level of functionality, current technology utilizes electronic amplification in the face piece and integrated radio interface in the face piece.

Electronics: The SCBA has an electronic platform which must be functional and reliable in the harshest environments. SCBA components such as enhanced communications, data logging,

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warning lights, audio alarms, and air level management are controlled by the electronic platform.

Durability: The new 2007 NFPA standard requires the SCBA units to have much greater tolerance to flame, heat and moisture ingress. This is a significant upgrade and change in the standard with respect to the testing of the entire unit, but primarily the electronic components. The more stringent testing methods mandated in the 2007 NFPA standards ensures that all parts of the SCBA, particularly electronic components, will be more able to withstand the harsh demands put on the equipment without premature failure. Having more durability will translate to less frequent replacement of components, resulting in lower cost of ownership.

The NFPA 1981 &1982 standards (2007 edition) ensure that the certified SCBA unit meets or exceeds testing in the following areas:

- Airflow
- Face piece carbon dioxide content
- Face piece lens abrasion resistance
- Mechanical voice diaphragm
- Heads Up Display (HUD) visibility
- Heads Up Display (HUD) low power source alerts
- Electronics - low power tests - heat and immersion leakage tests
- Wiring performance
- Fabric and thread flame and heat resistance
- End-Of-Service Time Indicator (EOSTI) activation and recognition
- Breathing air cylinder retention
- Cylinder connections and accessibility
- Voice communications
- Vibration resistance
- RIC System tests
- Environmental temperature and particulate resistance
- Accelerated corrosion resistance

The NFPA committee have reviewed fire fighter deaths and injuries occurring across North America. Their recommendations have been incorporated into this new standard and generation of SCBA equipment.

3.0 Objectives of the RFP

3.1 The objective of this RFP is to select a Proponent who can supply and deliver SCBA units, cylinders, integrated communication components and deliver value added parts, and service.

3.2 Within the context of VFRS's SCBA replacement cycle, the successful Proponent will ideally enable VFRS to realize:

- Quality products at maximum value;
- Timely deliveries at lowest cost to the VFRS;
- Consistent and best pricing for products and services;

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- A strong co-operative and proactive relationship with a vendor who can provide ongoing information and products that reflect both current and future technological advances in SCBA, compressed air cylinders, and integrated communications components.

4.0 Insurance

- 4.1 Proponent should review and ensure that they fully understand and have the ability to meet the City's insurance requirements as outlined within Section 32.0 of the Form of Agreement in Appendix 1 and Part C - Special Conditions Section 2.0.

5.0 Requirements

- 5.1 In support of the objectives as outlined above, the City has identified detailed specifications within Schedule 'A' of this RFP, to which the Proponent should offer its solution.

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PART B - INSTRUCTIONS TO PROPONENTS**

NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) and in the Form of Agreement (Appendix 1) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

- 1.1 Immediately after attending the Proponents Informational Meeting, or prior to the deadline of Friday April 18, 2008, please indicate whether or not you will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Appendix 4). This will ensure that the Proponent receives pertinent information such as any questions and the respective answers, or any amendments or addenda relating to the RFP.
- 1.2 It is the sole responsibility of the Proponent to check the City's website at <http://www.vancouver.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this RFP.
- 1.3 The Proponent is to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0 Conduct of RFP - Inquiries and Clarifications

- 2.1 The City's Manager of Materials Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page before the deadline date. If required, an addendum will be issued to all registered Proponents and posted on the City's website as noted in section 1.2 above.

3.0 Contract Requirements - Form of Agreement

- 3.1 The delivery deadlines of the Agreement will be as per timeline set out in Schedule A, Section 16.0
- 3.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any Work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Proponent will be requested to enter into the Form of Agreement substantially in accordance with Appendix 1. Where the Proponent is proposing modifications to the Form of Agreement, the Proponent should attach a copy of the proposed contract language and indicate in the Proposal Form (Schedule C - Deviations and Variations) which clauses in the attached Form of Agreement and which clauses in the Proponent's form of contract apply to the Proponent's proposal.
- 3.4 If any of the terms set out in the Form of Agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested

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alternatives in its Proposal. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

4.0 Pricing

- 4.1 Prices quoted are to be exclusive of GST and PST.
- 4.2 Pricing shall be held firm for the term of the Contract.
- 4.3 Proponents located in Canada may quote in Canadian Funds and where the product is imported from the USA or from other countries, prices may be quoted in the currency of the country from which they are imported. Proponents located outside Canada may quote prices in the monetary currency of their location or the jurisdiction from which the product is being obtained.

5.0 Consortium Proposals

- 5.1 The City will consider a Proposal from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 5.2 One person or company is to be identified as the Key Contact Person on the Proposal Form (Part D), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium Proposals should include proposed contract language describing each consortium members' roles and responsibilities and the proposed legal contract structure.
- 5.4 The City reserves the right to accept the consortium as proposed or choose to contract with individual consortium members separately. Each component of the consortium Proposal should be priced out individually.

6.0 Submission of Proposal

- 6.1 Proponents are to submit six (6) copies of their Proposal, in three ring binders with each section tabbed and including all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time to the location shown on the cover page of this RFP.
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.
- 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.

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- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Department, 555 West 12th Avenue, Office 320 East Tower and signed by the authorized signatory for the Proponent.
- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

7.0 Format of Proposal

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents are to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals are to be arranged as follows:

Title Page: The title page will show the RFP title and number, Closing Time and date, Proponent name, address, telephone number and the name and title of the contact person.

Table of Contents: Page numbers are to be indicated.

Executive Summary: A short summary of the key features of the Proposal demonstrating the Proponent's understanding of the scope of the Requirements.

Proposal Form: The Proponent is to complete the Proposal Form and attached Attachment A included in this RFP in accordance with the instructions.

Schedules: The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.

Alternate Solutions: Proponents may submit alternative solutions and are to identify same as additional appendices within their Proposal.

8.0 Bid and Performance Security

- 8.1 No Bid Security is required, since no irrevocable legally binding offer is required in this RFP.

9.0 Conflict of Interest/Solicitation

- 9.1 Proponents are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A of the Proposal Form.
- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any Contract should one be concluded in reliance on the information contained in the submitted Proposal.

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9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

10.0 Opening of Proposals

10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City. Dissemination of Proposal information will be as follows:

- a) Upon opening of the Proposals, the names of each Proponent will be publicly announced.
- b) Upon completion of Proposal evaluation, the salient features of each Proposal and the recommended Proposal will be summarized and reported on to the City's Council.

11.0 Evaluation of Proposals

11.1 Proposals will be evaluated by representatives of VFRS's steering committee and Materials Management on the basis of the overall best value to the City based on quality, service, price and any other relevant criteria set out herein including, but not limited to:

- a) the Proponent's ability to meet the Requirements as identified in Part A, section 2.0; Background and Scope;
- b) the Proponent's ability to deliver the Requirements when and where required;
- c) the Proponent's financial offer including but not limited to prices, operating and maintenance costs, warranty and any life cycle considerations;
- d) the Proponent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
- e) quality of the Proponent's submission; and
- f) any other criteria set out in the RFP or otherwise reasonably considered relevant.

11.2 The City may elect to short list Proponents in stages as deemed necessary. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include the Proponent (and any or all Sub-Contractors of the Proponent), attending interviews, making a presentation, performing demonstrations, and/or furnishing additional technical data.

11.3 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. The Proponent(s) may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

11.4 Preference may be given to Proposals offering environmentally beneficial products or equipment.

11.5 Samples of items, in the numbers requested, when required should be submitted within the time specified and must be supplied at no expense to the City. If not destroyed in testing, they will be returned at the Proponent's request and expense.

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12.0 Deviation from Requirements or Conditions

12.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent's Proposal within Schedule C - Deviations and Variations. The City will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the City will assume that the Proponent is proposing full compliance with the Requirements and conditions of this RFP.

13.0 Proposal Approval

13.1 Proposal approval is contingent on funds being approved and the Proposal being approved by City Council. Only then may the successful Proponent and the City proceed to settle, draft and sign the necessary legal agreement.

13.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.

13.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

14.0 Quantities

14.1 The stated quantities are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

15.0 Brand Names

15.1 Unless otherwise stated, if, and wherever, the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Proponent's responsibility to name such a product in its Proposal. Evidence of equality in the form of samples may be requested.

16.0 Alternate Solutions

16.1 Proponents are to clearly indicate any variances from the City Requirements, no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations

16.2 If in addition to proposing equipment which meets the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

17.0 Environmental Responsibility

17.1 The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or Equipment wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.

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17.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

18.0 Freedom of Information and Protection of Privacy Act

18.1 Proponents should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia).

19.0 Confidentiality

19.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.

19.2 This RFP is the property of the City. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Materials Management.

20.0 Advertising

20.1 The approval of any Proposal and the signing of an Agreement does not permit a Proponent to advertise its relationship with the City, without the City's prior written authorization.

21.0 Special Conditions

21.1 Proponents should note that if the Special Conditions of this RFP conflict with Parts A and B of this RFP, the Special Conditions are intended to govern over Parts A and B.

22.0 Non-Resident Withholding Tax

22.1 Proponents should note that the Income Tax Act (Canada) requires that payments to non-residents for any Services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the Contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the service.

23.0 Legal Terms and Conditions

23.1 No part of Part A - Introduction, this Part B - Instructions to Proponents nor Part C - Special Conditions will be legally binding on the City or the Proponent. All legal terms and conditions of the process contemplated by this RFP are contained in the Proposal Form (Part D), including without limitation, Attachment A to the Proposal Form.

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PART C - SPECIAL CONDITIONS

1.0 Additional Evaluation Criteria

1.1 In addition to the evaluation criteria set out in Part B of this RFP, the following criteria, which are not in any order of importance, will be taken into consideration where applicable during the City's evaluation of the Proposal:

- The Proponent's financial stability;
- Compliance with all City Insurance requirements;
- Local product support and parts availability guarantees;
- Results of reference checks on current and former clients.
- Ability to meet or exceed the City's required technical specifications and requirements;
- Ability to meet or exceed the City's required timeline for replacement;
- Ability to provide warranty approved in-house maintenance training;
- Ability to meet applicable CSA, NIOSH, UL and NFPA standards or compliance;
- Demonstrated ability to provide 100% level of service or zero down time;
- Demonstrated ability to perform all non warranty related service on parts and preventative maintenance on the Systems;
- Demonstrated ability to provide annual NFPA testing should VFRS not proceed with training of their service technicians and required manufacturer recommended service/maintenance).

2.0 Additional Insurance Requirements

2.1 The Proponent is advised to refer to Appendix 1, Form of Agreement, Section 32.0 for the Insurance Requirements pertaining to this RFP.

2.2 A copy of the City's "Certificate of Insurance" is attached for reference as Appendix 2. The successful Proponent will be required to file a completed certificate with the City's Risk and Emergency Management Department showing proof of all insurance requirements described in Section 32.0 of the Form of Agreement. This certificate must be reviewed and approved by the City's Department of Risk and Emergency Management prior to signing the Contract between the successful Proponent and the City.

3.0 Performance Security - Letter of Credit

3.1 The Proponents should review the Form of Agreement, Appendix 1, section 46.0 requirements for the Letter of Credit and satisfy themselves that they can comply.

3.2 Proponents are to submit a letter from a Canadian Chartered bank, credit union or trust company confirming that such financial institution will issue the Letter of Credit required if an Agreement is signed.

4.0 Regulations

4.1 All product(s) must meet the requirements of all applicable laws, including without limitation the following Regulations and Acts;

- WCB Legislation (including specifically WorkSafe BC Regulations; and
- WHMIS Legislation.

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5.0 Trade-Ins

5.1 Trade-in equipment (as per Schedule B, Section 8.0) will be made available based on the delivery of the SCBA, compressed air cylinders, integrated communications components and accessories. The Proponent should indicate any allowances that it will offer for any such trade-in equipment.

6.0 Training

6.1 A factory authorized instructor will instruct VFRS SCBA maintenance personal in the safe operation, maintenance and repair of all SCBA, compressed air cylinders, integrated communications components and accessories to the level of being recognized as service technicians authorized to complete maintenance and warranty work at VFRS sites.

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PART D - PROPOSAL FORM**

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this page for Sub-Contractors, if applicable.

To the City of Vancouver Materials Management Department.

The Proponent, having carefully examined and read the RFP, including the Form of Agreement and its Schedules, now submits the following Proposal:

1.0 Required Documents

If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Letter from Proponent's financial institution re: Letter of Credit	Yes	
Proof of NFPA Certification 1981-1982 (2007 edition) or proof of registration for NFPA	Yes	
Certificate of Existing Insurance	Yes	
Letter from manufacturer authenticating if System is serviceable on site	Yes	

To be Initialled at Proposal Opening:

Manager, Materials Management or designate

Witness

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2.0 Compliance

By initialling each item, the Proponent acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and has provided an explanation of where it does not comply with the Requirements. If additional space is required, detail deviations and/or suggested amendments in Schedule C - Deviations and Variations.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Special Conditions			
<u>Part D</u> Proposal Form			
<u>Proposal Form - Attachment A</u> Legal Terms and Conditions			
<u>Form of Agreement, Appendix 1</u>			
<u>Certificate of Existing Insurance Appendix 2</u>			
<u>Certificate of Insurance Appendix 3</u>			
<u>Response Notification Form - Appendix 4</u>			
<u>Information Meeting Attendance Form - Appendix 5</u>			

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3.0 Required Proposal Documents

By initialling each item, the Proponent confirms it has completed and enclosed the Proposal Form and the required Schedules and any required addenda, and has identified any deviations or items of non-compliance providing an explanation of where it does not comply.

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>The Proposal Form</u>		
<u>Proposal Form, Attachment A, Legal Terms and Conditions</u>		
<u>Schedule A Requirements</u>		
<u>Schedule B Pricing</u>		
<u>Schedule C Deviations and Variations</u>		
<u>Schedule D Sub-Contractors</u>		

4.0 Proponent's Declaration and Acknowledgment

4.1 The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and submits same with the attached Schedules:

Authorized Signatory for the Proponent
Date

Name and Title (*please print*)

**REQUEST FOR PROPOSAL PS08057
SUPPLY AND DELIVERY OF SELF CONTAINED BREATHING APPARATUSES
PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-Contractors' legal rights and obligations only with respect to this RFP and Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Agreement (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- (a) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Proponent, and "Proposal" means any Proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.
- (b) "Proponent" means the legal entity (ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- (c) "Losses" means in respect of any matter all
 - (i) direct or indirect, as well as
 - (ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "RFP" means the documents issued by the City as Request for Proposal No. PS08057 including all addenda.
- (e) "Sub-Contractors" includes any or all third parties listed in Schedule D of this Proposal Form.

All other terms (capitalized or not) have the meanings given to them in the Form of Agreement attached as Appendix 1 to this RFP.

2.0 GENERAL TERMS AND CONDITIONS OF RFP/PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City assumes no legal duty or obligation in respect of this RFP or a Proposal unless and until the City enters into an Agreement).

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2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*), the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal process will be absolutely and unconditionally subject to Section 4.0 - *Protection of the City Against Lawsuits*, and the following:

(a) No Duty

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs an Agreement.

(b) Proponent's Risk

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

(i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP or Proposal process; or

(ii) any contract or tort law duty to preserve the integrity of the RFP or Proposal process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP and Proposal process on this basis.

(c) Proponent's Cost

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP and Proposal process.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP or, which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control Over Process

The City reserves the right to retain complete control over the RFP and Proposal process at all times until the execution and delivery of an Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents

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subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The City may, at any time prior to signing an Agreement, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits*, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Proponent now releases the City from all liability for any Losses in respect of:

- (a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP or Proposal process which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City occurring in the course of conducting this RFP and Proposal process;
- (c) the Proponent preparing and submitting its Proposal;
- (d) the City accepting or rejecting its Proposal or any other submission;
- (e) the manner in which the City:
 - (i) reviews, considers, evaluates or negotiates any Proposal,
 - (ii) deals with or fails to deal with any Proposal or Proposals, or
 - (iii) decides to enter into an Agreement or not enter into any Agreement;
- (f) the proponent(s), if any, with whom the City enters an Agreement.

4.2 Indemnity

Except only and to the extent that the City breaches Section - 5.2 - *Proponent's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Contractors or agents alleging or pleading

- (a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP or Proposal

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process which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially)),

- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP or Proposal process, or
- (c) liability on any other basis related to this RFP or the Proposal process.

4.3 Limitation

In the event that, with respect to anything relating to this RFP or Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Proponent or its Sub-Contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, and also excepting any disputes arising between the City and any Proponent with whom the City has entered an Agreement), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Manager - Materials Management.
- (b) This Section 4.0 - *Protection of the City from Lawsuits* will:
 - (i) bind the City, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator.
- (c) The Proponent will bear all costs of the arbitration.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - City's Property

- (a) All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal.

5.2 Proponent's Submission Confidential

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Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to Vancouver City Council on the Proposal results or announcing the results of the Proposals to the Proponent, the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

5.3 All City Data/Information is Confidential

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this Proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

5.4 Disclosure Requires Prior Consent

The Proponent may not divulge any information respecting the Proposal process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

5.5 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to Vancouver City Council or any public proposal opening:

- (a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- (b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;
- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and

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- (d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the City's ability to engage in competitive procurement of goods and equipment, and result in undue financial loss to the Proponent and/or the City.

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to Conflict of Interest

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-Contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.2 Declaration as to Collusion

The Proponent now confirms and warrants that

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or equipment which are the subject of this RFP; and
- (b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].

7.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such process and will remain legally enforceable by and against the Proponent and the City.

As evidence of the Proponent's intent to be legally bound by this Attachment A, the Proponent has executed and delivered this Attachment A as an integral part of this Proposal Form in the manner and space set out above.

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8.0 No Promotion of Relationship

- 8.1 The Proponent will not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Proponent to perform the Proponent's obligations under the terms of the Contract). The Proponent undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Proponent undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Proponent and the IOC, the Olympics or the Olympic Movement.

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SCHEDULE A - REQUIREMENTS

This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to, the respective issue(s). Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.0 PROPONENT INFORMATION

Key determinants of how well the successful Proponent will be able to meet the Requirements include the Proponent's profile, experience, key personnel who will be servicing the City, and references. All are important factors on which the Proponent will be evaluated. Proponents are to address, at a minimum, the following elements.

1.1 Company Profile

Provide a brief company history with emphasis placed on local information.

1.2 Client List

Attach a published client list and include any letters of recommendation that may be appropriate to these units.

1.3 Key Personnel

Identify key personnel to be assigned to this Contract, setting out their names, responsibilities and relevant experience.

Identify the number of service/maintenance and technical support personnel and their respective qualifications and years of experience, who would be available to perform all warranty related repairs of the Systems for at least the initial one (1) year period after System purchase and acceptance. The personnel responsible for all non-warranty repairs and NFPA annual flow System testing must also be identified in the Proposal.

Identify the number of training personnel authorized to complete (a) all of the specified training of VFRS designated trainers and (b) all of the training of VFRS specified service technicians. Indicate where the trainers, service/maintenance and technical support personnel are based geographically. State the geographical coverage area the location is responsible for and the size of the service/maintenance facility.

2.0 References

The Proponent is to provide at least three references for similar goods and/or equipment it has supplied to customers, by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

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Name and Address of Company Providing Reference	Contact Name & Telephone Number	Brief Description of Equipment Provided by Proponent

3.0 User network

3.1 The Proponent shall provide the contact information for all users of the Proponent's SCBAs. This will include contact information for all organizations that have 50 or more of the Proponent's SCBA in use. The contact information shall include the following:

- Name of contact person for the organization responsible for this equipment,
- E-mail address of the contact person,
- Phone number of the contact person,
- Mailing address of the contact person,
- Type and model of SCBA used by the organization.

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4.0 Requirements

The City has identified key desirable requirements which the Proponent should, address within its Proposal. Should there be insufficient space to address the respective elements, the Proponent may respond on a separate sheet, using the same sequence as included herein. Additional information not specifically requested, but which the Proponent considers relevant, should also be included.

<p style="text-align: center;">Item 1 Self Contained Breathing Apparatus Specifications</p> <p style="text-align: center;"><i>(Proponents do not write in this section)</i></p>	Make:
	Model No.
	Year:
	Proponent to indicate whether they meet or exceed requirements. Explain in detail.
<p><u>General</u></p> <p>All SCBA equipment proposed must be compliant with NFPA 1981/1982 standards on open-circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services and Personal Alert Safety Systems (PASS) 2007 Editions. The complete SCBA unit will be comprised of the following components:</p> <ul style="list-style-type: none"> • Personal Alert Safety System; • face piece; • Heads Up Display(HUD) and End of Service Indicator (EOS); • medium/intermediate pressure interface with connector; • back plate/pack and harness assembly; • pneumatic reducing and regulating System; • electronics. 	
<p><u>Personal Alert Safety System (PASS)</u></p> <p>All equipment proposed will meet or exceed NFPA 1982 - 2007 edition. The PASS will be integrated with the pneumatic system, thus the PASS is activated automatically when the air source for the SCBA is turned on.</p>	

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<p style="text-align: center;">Item 1 Self Contained Breathing Apparatus Specifications</p> <p style="text-align: center;"><i>(Proponents do not write in this section)</i></p>	Make:
	Model No.
	Year:
<p>Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>	
<p><u>Face Piece</u></p> <p>The face piece will come in at least three different sizes to accommodate different face sizes of users. The lens of the face piece shall be replaceable and interchangeable with all sizes of face piece. The face piece shall have at least two sizes of nose cups to better accommodate different face sizes. The face piece shall have a speaking diaphragm to enable the user to communicate clearly. The face piece will come ready with the necessary mounting hardware to allow the attachment or use of any communications components as well as the HUD. The face piece will be interoperable to be used with/or as an Air Purifying Respirator (APR), Powered Air Purifying Respirator (PAPR), SCBA, and Supplied Air Respirator (SAR).</p> <p>The head harness will be either hairnet style or rubber compound material with a minimum of four point adjustment.</p> <p>The face piece will have provision for using spectacles without comprising the seal of the face piece.</p> <p>A metal D ring will be incorporated to hang the face piece on the users SCBA harness.</p>	
<p><u>Heads Up Display(HUD) and End of Service Indicator (EOS)</u></p> <p>The SCBA unit will have both an HUD and EOS indicator. The end of service indicator will be the primary warning device to the user that the air supply pressure has fallen to below ¼ or 25% of the starting pressure of 4500 psi. The EOS shall be audible to the user. The HUD will be the backup to the EOS indicator.</p>	

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<p style="text-align: center;">Item 1 Self Contained Breathing Apparatus Specifications</p> <p style="text-align: center;"><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>Medium/intermediate Pressure Interface with Connector</u></p> <p>The connector will consist of a hose integrated in the SCBAs medium pressure circuit. The hose will have a fitting that will allow air to be either supplied to the user of the SCBA or the user to supply air to another SCBA through the same fitting on the other SCBA. The hose will have a minimum length of 40 inches. The fitting will allow the user to be connected to a fixed or mobile air source. The hose and fitting will be stored in a pouch that closes to protect the assembly.</p>	
<p><u>Back plate/pack and harness assembly</u></p> <p>Shall have the following:</p> <ul style="list-style-type: none"> • double pull adjustable waist belt with a metal seat belt style buckle; • shoulder harness to be adjustable to the user; • backpack will be ergonomically designed to minimize fatigue of the user and distribute the weight with the weight being primarily carried on the hips and lumbar area; • backpack will accommodate three different sizes of cylinders (30, 45, and 60 minute duration); the changes will be easily made without tools; • backpack assembly will be easy to clean or disinfect; • backpack will have two carrying handles built into it, one on either side; • all pneumatic hose and electronic wiring will be routed in such a way that they are protected from snags. 	

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<p>Item 1 Self Contained Breathing Apparatus Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>Pneumatic reducing and regulating System</u></p> <p>The pneumatic System will regulate the pressure supplied from the compressed air cylinder (4500 psi or 310 bar) to a breathable pressure within the face piece. The pressure will be reduced in two stages, the first from 4500 psi to an intermediate/medium pressure of approximately 80-120 psi , then reduced to the final pressure in the face piece. The pneumatic System will maintain a positive pressure within the face piece. The positive pressure will be maintained under any breathing rates or conditions. The regulator shall be designed whereby if a failure occurs the regulator will fail in the open position with no loss of breathable air supply or the regulator will have redundancy build in whereby if a failure of the primary regulator occurs, the redundant back up will still supply breathable air to the user.</p> <p>As part of the pneumatic System a Universal Air Connection (UAC) will be incorporated to allow filling of the user compressed air cylinder under emergency conditions.</p> <p>The pneumatic System will activate on a first breath of the user.</p> <p>A bypass device will be part of the pneumatic System to allow the user to bypass the second stage regulator in the event of a failure or malfunction.</p> <p>A pressure gauge will be integrated into the pneumatic System to allow the user to monitor air use. The gauge will have a back light feature.</p>	

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<p>Item 1 Self Contained Breathing Apparatus Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>Communications</u></p> <p>VFRS recognizes that communication while wearing and using SCBA is a key component to safety on the fire ground. These communication components need to be intuitive and easy to use while wearing Personal Protective Equipment in the environment fire fighters operate.</p> <p>Proponents will detail how they will meet this requirement now and in the future and how their equipment exceeds communication standards.</p>	
<p><u>Electronics</u></p> <p>The batteries in electronic devices will have a rated life of six months. Batteries will be readily available locally. No special type of batteries shall be required to maintain the required battery life. No special tools or training will be required to change batteries. Electronic devices will have a low battery indicating mechanism to notify users of the need for battery replacement.</p> <p>The Proponent will include a list of batteries in electronic components, including amplifiers and communication interfaces.</p>	

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<p>Item 2 Self Contained Breathing Apparatus 45 Minute Rated Cylinders Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The cylinder must be a composite cylinder manufactured using carbon fibre wrap over an aluminum liner. The cylinder must have a NIOSH rated duration of 45 minutes and hold a volume of at least 66 cubic feet of compressed air when pressurized to 4500 PSI or 310 BAR. The cylinder will be certified by Transport Canada under the Transportation of Dangerous Goods Act</p>	
<p><u>Valve</u></p> <p>The valve shall have standardized threads as per the Compressed Gas Association for pressurized vessels. Valves will come with colour coded thread protectors, yellow - 45 minute, orange - 60 minute attached to the valve with nylon cord. The valves will be completely repairable with parts supplied from the Proponent or available through other sources. Valve will incorporate a pressure gauge.</p>	
<p><u>Maintenance</u></p> <p>The hydrostatic testing interval will be five years. All seals and o-rings used in the valves will be commonly available.</p>	
<p><u>Label</u></p> <p>The information on the label will include the following:</p> <ul style="list-style-type: none"> • TC(Transport Canada) number • Cylinder will have a reflective band or marking for maximum visibility at night. • No non-Canadian branding or logos on the cylinder. 	

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<p>Item 3 60 Minute Rated Cylinders Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <p>Model No.</p> <p>Year:</p> <p>Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The cylinder must be a composite cylinder manufactured using carbon fibre wrap over an aluminum liner. The cylinder must have a NIOSH rated duration of 60 minutes and hold a volume of a minimum of 88 cubic feet of compressed air when pressurized to 4500 PSI or 310 BAR. The cylinder will be certified by Transport Canada under the Transportation of Dangerous Goods Act.</p>	
<p><u>Valve</u></p> <p>Valves will come with colour coded thread protectors, yellow - 45 minute, orange - 60 minute attached to the valve with nylon cord. The valves will be completely repairable with parts supplied from the Proponent or available through other sources. Valve will incorporate a pressure gauge.</p>	
<p><u>Maintenance</u></p> <p>The hydrostatic testing interval will be five years. All seals and o-rings used in the valves will be commonly available.</p>	
<p><u>Label</u></p> <p>The information on the label will include the following:</p> <ul style="list-style-type: none"> • TC(Transport Canada) number • Cylinder will have a reflective band or marking for maximum visibility at night. This marking will be permanently imbedded under the outer clear coat of the cylinder. • No non-Canadian branding or logos on the cylinder. 	

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SCHEDULE A - REQUIREMENTS**

<p>Item 4 Confined Space-Supplied Air Respirators Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <p>Model No.</p> <p>Year:</p> <p>Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The respirator will be an open-circuit SCBA with the following components:</p> <ul style="list-style-type: none"> • pressure reducing regulator; • removable second stage/mask mounted regulator; • harness assembly for supporting the respirator on the users body; • full face piece; • escape cylinder and valve assembly; • integrated communication System. <p>The respirator will be NIOSH approved for use in a confined space.</p>	
<p><u>Face Piece</u></p> <p>The face piece will come in at least three different sizes to accommodate different face sizes of users. The lens of the face piece shall be replaceable and interchangeable with all sizes of face piece. The face piece shall have at least two sizes of nose cups to better accommodate different face sizes. The face piece shall have a speaking diaphragm to enable the user to communicate clearly. The face piece will come ready with the necessary mounting hardware to allow the attachment or use of any communications components as well as the HUD. The face piece will be interoperable to be used with/or as an Air Purifying Respirator (APR), Powered Air Purifying Respirator (PAPR), SCBA, and Supplied Air Respirator (SAR).</p> <p>The head harness will be either hairnet style or rubber compound material with a minimum of four point adjustment.</p> <p>The face piece will have provision for using spectacles without comprising the seal of the face piece.</p> <p>A metal D ring will be incorporated to hang the face piece on the users SCBA harness.</p>	

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SCHEDULE A - REQUIREMENTS**

<p>Item 4 Confined Space-Supplied Air Respirators Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	Make:
	Model No.
	Year:
	Proponent to indicate whether they meet or exceed requirements. Explain in detail.
<p><u>Cylinder</u></p> <p>The cylinder will be a composite wrap design with a minimum pressure of 3000 psi. 4500 psi is preferred.</p>	
<p><u>Harness</u></p> <p>The harness will allow unrestricted movement and mobility to facilitate the entry into confined spaces.</p>	
<p><u>Communications</u></p> <p>Proponent will describe different communications options available for use: hardwired preferred.</p>	
<p><u>Pneumatic System</u></p> <p>The pneumatic System will regulate the pressure supplied from the compressed air cylinder (4500 psi or 310 bar) to a breathable pressure within the face piece. The pressure will be reduced in two stages, the first from 4500 psi to an intermediate/medium pressure of 80-120 psi, then reduced to the final pressure in the face piece. The pneumatic System will maintain a positive pressure within the face piece. The regulator shall be designed whereby if a failure occurs the regulator will fail in the open position with no loss of breathable air supply or the regulator will have redundancy built in whereby if a failure of the primary regulator occurs, the redundant back up will still supply breathable air to the user.</p> <p>The pneumatic System will activate on a first breath of the user.</p> <p>A bypass device will be part of the pneumatic System to allow the user to bypass the second stage regulator in the event of a failure or malfunction.</p>	

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<p>Item 5 Personal Face Pieces Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	<p>Make: _____</p> <p>Model No. _____</p> <p>Year: _____</p> <p style="text-align: center;">Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The face piece will come in at least three different sizes to accommodate different face sizes. The face piece shall have different sizes of nose cups to better accommodate the fitting of different face sizes. The face piece shall have a speaking diaphragm to enable the user to communicate clearly. The face piece will come ready with the necessary mounting hardware to allow the attachment or use of any communications components as well as the HUD. The face piece will be interoperable to be used with/or as an Air Purifying Respirator (APR), Powered Air Purifying Respirator (PAPR), SCBA, and Supplied Air Respirator (SAR).</p> <p>The head harness will be either hairnet style or rubber compound material with a minimum of four point adjustment.</p> <p>The face piece will have provision for using spectacles without comprising the seal of the face piece.</p> <p>A metal D ring will be incorporated to hang the face piece on the users SCBA harness.</p> <p>Face pieces will come with a storage bag.</p>	

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<p>Item 6 Voice Amplification Devices Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	Make:
	Model No.
	Year:
	Proponent to indicate whether they meet or exceed requirements. Explain in detail.
<p><u>General</u></p> <p>The voice amplification device will be intrinsically safe and meet all NFPA, NIOSH, and CSA standards for this type of device. These units will be easily attached to the face piece of the SCBA without the use of any tools. The device will have an on and off switch or button that can be manipulated while wearing fire fighting (turnout) gloves. Power on indicator light and /or auto off function is preferred.</p>	
<p><u>Batteries</u></p> <p>The user will be able to change the batteries without the use of special tools and the batteries used will be commonly available.</p>	

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 SCHEDULE A - REQUIREMENTS

<p>Item 7 Radio Communications Interface Including Lapel Microphone Specifications <i>(Proponents do not write in this section)</i></p>	<p>Make: Model No. Year: Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The radio communications interface will include the same voice amplification capabilities as the stand alone voice amplifier. The radio interface including the lapel microphone will be intrinsically safe and meet all NFPA, NIOSH, and CSA standards for this type of device. It shall have a boom speaker that can be positioned next to the user's ear. It shall integrate with a supplied lapel style microphone, using a push to connect interface between the SCBA communications interface and lapel microphone. A push to talk button will be easily assessable to the user and operable while wearing structural fire fighting gloves. Power on indicator light and/or auto off function is preferred.</p>	
<p><u>Lapel Microphone</u></p> <p>The lapel microphone will meet the same standards as the radio communications interface. It shall operate as a stand alone microphone when not connected to the SCBA communications interface.</p>	
<p><u>Batteries</u></p> <p>The user will be able to change the batteries without the use of special tools and the batteries used will be commonly available.</p>	

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<p>Item 8 Rapid Intervention Team (RIT) Pack Specifications</p> <p><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <p>Model No.</p> <p>Year:</p> <p style="text-align: center;">Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The unit will consist of a bag to house and carry a compressed air cylinder (60 minute), a pneumatic System, and a face piece. It will have the following capabilities:</p> <ul style="list-style-type: none"> • supply air to an SCBA System through the Universal Air Connection (UAC) transfill System; • supply air to an SCBA through a medium pressure line and connection on the other SCBA; • supply air to any person through a independent face and second stage regulator. 	
<p><u>Pneumatic System</u></p> <p>The pneumatic System will have the same capabilities as the pneumatic System used on the SCBA including a mask mounted regulator.</p> <p>As part of the pneumatic System a Universal Air Connection (UAC) will be incorporated to allow filling of the user compressed air cylinder under emergency conditions.</p> <p>The pneumatic System will activate on a first breath of the user.</p> <p>A bypass device will be part of the pneumatic System to allow the user to bypass the second stage regulator in the event of a failure or malfunction.</p> <p>Medium air connection hose to allow the RIT pack to be connected to an SCBA to allow the SCBA user to breath off the cylinder in the RIT kit.</p>	
<p><u>Face piece</u></p> <p>A standard SCBA face piece will be included, comes with medium nose cup.</p>	

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<p>Item 9 Maintenance Related Equipment Specifications</p> <p><i>(Proponent's do not write in this section)</i></p>	<p>Make:</p> <p>Model No.</p> <p>Year:</p> <p style="text-align: center;">Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The Proponent will supply all the necessary tools software and related equipment to allow VFRS to be certified as a manufacturer's warranty repair center and carry out all repairs and maintenance in accordance with the manufacturer's requirements. Proponent will detail all maintenance and parts tracking software or Systems available.</p>	
<p><u>Technician Tools Kit and Test Kit for servicing the SCBA and related equipment.</u></p> <p>Proponent will supply any special tools and test equipment needed to repair or maintain all equipment in this proposal.</p>	
<p><u>FIT test face pieces and connection interfaces for Portacount FIT tester</u></p> <p>Proponent will supply face piece adapters for use with the Portacount tester (six required). Two sample face pieces of each size with medium nose cups will be supplied for fit testing (six in total).</p>	
<p><u>BIO-Systems Posi Check Machine</u></p> <p>Proponent will supply the tester and licensed software with related fittings to test SCBAs used by VFRS.</p>	
<p><u>BIO-Systems Posi Check Software and Testing Interface Connections</u></p> <p>Proponent will supply licensed software on CD or DVD Rom for BIO-Systems Posi Check as well as any testing interface connections for the existing Posi check tester currently in use by VFRS.</p>	

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<p style="text-align: center;">Item 10 APR (Air Purifying Respirator) Interface to Face Piece Specifications <i>(Proponent's do not write in this section)</i></p>	<p>Make: Model No. Year: Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The interface will allow the standard SCBA face piece to be converted to an Air Purifying Respirator (APR) with a variety of different filter options. The interface will connect to the face piece where the second stage regulator would normally connect. APR will meet NIOSH requirements for this type of respiratory protection. CBRN certification preferred.</p>	
<p><u>Filters</u></p> <p>Users will be able to change filters without the use of any special tools. A range of different use filters will be available from the Proponent. Filter canisters will be configured for maximum visibility.</p>	

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<p style="text-align: center;">Item 11 PAPR (Powered Air Purifying Respirator) Specifications</p> <p style="text-align: center;"><i>(Proponents do not write in this section)</i></p>	Make:
	Model No.
	Year:
	<p style="text-align: center;">Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>The interface will allow the standard SCBA face piece to be converted to a Powered Air Purifying Respirator (PAPR) with a variety of different filter options. The interface will connect to the face piece where the second stage regulator would normally connect. PAPR will meet NIOSH requirements for this type of respiratory protection. CBRN certification preferred or upgradeable to new NIOSH and CBRN standard for PAPRs.</p>	
<p><u>Batteries</u></p> <p>Proponent will describe battery types or options for batteries used by PAPRs. Proponents will describe battery maintenance or battery replacement cycles in detail, including types of chargers if applicable..</p>	
<p><u>Filters</u></p> <p>Users will be able to change filters without the use of any special tools. A range of different use filters will be available from the Proponent that meets NIOSH requirements.</p>	

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<p style="text-align: center;">Item 12 Ziamatic Quic - Lock SCBA Mounting Brackets Specifications</p> <p style="text-align: center;"><i>(Proponents do not write in this section)</i></p>	<p>Make:</p> <p>Model No.</p> <p>Year:</p> <p style="text-align: center;">Proponent to indicate whether they meet or exceed requirements. Explain in detail.</p>
<p><u>General</u></p> <p>Proponent will supply Zicamatic Quic - Lock SCBA apparatus mounting brackets as part of this proposal. Model QLM-U.</p>	

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5.0 NFPA Certification

5.1 The Proponent must provide proof of NFPA certification 1981/1982 (2007 edition); or must provide sufficient proof of registration to be NFPA certified by the closing date of this RFP for SCBA and components as identified in this proposal. Proponent to state details of NFPA certification.

6.0 Warranty

6.1 The City requires the Proponent to provide details regarding the warranty, period and terms, or extended warranty options. Detail the warranty coverage for any items in the proposed solution including parts, labor, travel allowance and length of warranty.

6.2 The Proponent shall assist VFRS to register any and all warranties upon delivery of purchased equipment, ensuring that all warranties are valid.

6.3 The effective date of all warranties shall be the service date of the equipment.

6.4 When the warranty states "normal wear and tear", this will be "wear and tear" comparable to other similar organizations using similar equipment under similar conditions within North America.

6.5 Proponents are required to provide a comprehensive statement of warranty for the qualified selected System they are representing in their proposal.

6.6 This statement should first include a general warranty statement with respect to the overall System. Thereafter in the chart format below, provide details of the manufacturer's warranty as these apply to the various components of the System, being sure to differentiate where elements of a warranty provision are conditional to usage or "wear and tear" caveats. Specifics as to these caveats shall be provided.

6.7 The Proponent shall detail the policies and procedures to access warranty for all items and components covered by the Proponent's warranty.

6.8 The Proponent shall outline the warranty dispute resolution policy and procedure for all items and components.

6.9 The Proponent shall indicate if the System is completely serviceable on-site. If not, list all parts, which would require factory repair. A letter from the manufacturer authenticating the Proponent's submission in this area shall be provided with your Proposal.

System component or System	Length of Warranty	Restriction to Warranty	System component can be serviced at VFRS Yes/No

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7.0 Non-warranty Parts Pricing and Servicing Rates

- 7.1 The Proponent shall include with their Proposal a current manufacturer's published Canadian distributor's price list for the non warranty System parts for the proposed SCBA System including air cylinder parts, accessories and consumables. The Proponent shall provide the start and end date for which the price list is effective.
- 7.2 The Proponent shall state in their Proposal the discount offered off the price list applicable to VFRS for its purchases of non-warranty parts as well as any other parts and equipment in the event VFRS choose to purchase such parts and equipment during the life time the SCBA System equipment is in service.
- 7.3 The Proponent shall include with their Proposal a price of either hourly or per job labour rates for the performance of all non-warranty and NFPA annual testing for the supplied Systems, which will be in effect for at least one (1) year from the date the City certifies acceptance of the selected Systems.

8.0 Warranty Repair by VFRS Allowable Charge Backs

- 8.1 Proponents shall submit their allowable labour schedule for warranty service and the allowable charge back hourly rate for certified VFRS technicians completing warranty repairs on behalf of the Proponent. Indicate how long these charge back rates would be in effect from the date the Systems are initially purchased.

9.0 Maintenance of Systems

- 9.1 It is the intent of VFRS to repair, test and maintain its breathing apparatus in-house utilizing trained VFRS staff. However, the City and the successful Proponent (Contractor) may mutually agree that maintenance will be the sole responsibility of the Contractor. At that time the Contractor will be required to enter into a service level agreement that may include, but is not limited to:
- a. Basic non-warranty related System repairs;
 - b. Manufacturer prescribed preventative maintenance for the Systems;
 - c. Annual NFPA flow testing of every System (including certification protocol and record keeping requirements).
- 9.2 Proponents shall certify their complete understanding and acceptance that if such an agreement is reached, the Requirement for warranty service/repairs will be such that as the Contractor, they will be responsible for all warranty related maintenance and repair costs and expenses, including parts, shipping and labour, for the full period that such warranties remain in effect either for the Systems as a whole or sub-components thereof.

10.0 Service Level Agreement

- 10.1 If/when the Contractor completes the training of all VFRS's service technicians and these technicians and VFRS's maintenance facility becomes a manufacturer factory authorized service centre for the purchased Systems, the Contractor will retain responsibility for the labour portion of all warranty repair work. However VFRS personnel will perform the actual authorized Work and the Contractor will be charged back at a mutually agreed to hourly or per job rate for warranty repairs completed.
- 10.2 The successful Contractor will be required to guarantee VFRS a 100% level of service or zero (0) down time from the selected Systems as far as their availability for use relates

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to all warranty associated repairs and maintenance (parts and labour) for the length of time all applicable warranties are in effect and VFRS reserves the right to have the successful Proponent do all NFPA testing, for a period of at least one (1) year from the date of acceptance of the purchased Systems. For this period, Proponents are at liberty to propose and fully cost different methods to assure VFRS's zero (0) down time requirements, such as supplying VFRS with fully configured spares-on-hand, locally based availability of on-site service agent, complete with parts depot, a combination of both, or other.

Proponents are required to further describe in their proposals how warranty service will be conducted to assure the required 100% level of service or zero (0) down time and any financial implications should be noted in Schedule B.

- 10.3 Once VFRS' service technicians become qualified manufacturer factory authorized service personnel for the purchased Systems, the responsibility for VFRS receiving a 100% level of service or zero (0) down time may be shared. Wherever the Contractor has been required to provide warranty parts, either supplied on consignment to VFRS' facility for storage, or shipped on demand, these will be shipped within the timeframes confirmed in response to this RFP, and will contribute to the continuance of a 100% level of service or zero (0) down time for the Systems.
- 10.4 Proponents should demonstrate their complete understanding that the Requirement under this RFP for non-warranty related repairs is such that as the successful Contractor they will be required, if requested to do so by VFRS, to perform all non-warranty related repairs and preventative maintenance on the purchased Systems for a minimum of one (1) year from the date of acceptance of the purchased Systems.
- 10.5 Proponents should demonstrate their understanding, that should VFRS not proceed with having its own service technicians trained by the Proponent to perform annual NFPA testing and as required manufacturer recommended service/maintenance, the Proponent will continue to provide this service at an hourly labour rate or per job rate as proposed by the Proponent for continuance after the one (1) year has ended and these rates will be subject to acceptance by VFRS at that time.

11.0 In-house System Parts Inventory

- 11.1 VFRS may establish a parts storage area on its premises. The parts storage would contain non-warranty related parts on a consignment basis whereby the City would purchase as the non-warranty parts are consumed in inventory.
- 11.2 The City in conjunction with the successful Proponent shall determine which non-warranty service and maintenance parts shall be stocked on consignment at VFRS' parts storage area.
- 11.3 The Proponent is required to provide information on a computerized inventory control/maintenance control system. The system shall ensure VFRS' has adequate levels of spare parts. The system should include an electronic record keeping procedure/protocol to accurately record the "purchases" of parts from consignment stock, as they are pulled from the inventory by VFRS' service technicians. It is anticipated that billable inventory items will be invoiced once a month to VFRS. The proposed inventory control/maintenance system software will be compatible with the City's network protocols (available on request).

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- 11.4 The Contractor will be required to supply parts to VFRS without a unreasonable delay from the Contractor's support warehouse as identified under the "Proximity and Availability of Parts" below.

Proponents are required to describe in their proposal how their inventory control/maintenance systems and consignment record keeping will be conducted.

12.0 Proximity and Availability of Spare Parts and Spare for the Selected System

- 12.1 Information is required from the Proponent with respect to the proximity to and standard availability of SCBA System parts when spare parts are required for both warranty and non-warranty repairs whether these are to be performed by the Proponent or VFRS' technicians. It is anticipated, as noted previously, that non-warranty parts will be purchased on consignment and be stored at a VFRS maintenance facility.

- 12.2 The Proponent is requested to confirm the size and location of the facility from which it stocks parts and/or complete fully configured spares for their System and from which such parts and Systems will be shipped to VFRS. State the geographical area the location serves with respect to spare parts for the selected System. Indicate the number of parts and spares for the selected System that are maintained at this facility-

- 12.3 The Proponent shall state turnaround times for processing and delivering an order to VFRS for parts or completely configured Systems as warranty or non-warranty parts.

This will ensure that VFRS' has an adequate availability of non-warranty/warranty parts also whether an electronic record keeping procedure/protocol to record the "purchases" of non-warranty parts from consignment inventory, as they are pulled from the inventory by VFRS' service technicians to perform non-warranty related repairs.

13.0 Training

- 13.1 Describe in detail, the Proponent's ability to provide instruction to VFRS SCBA repair technicians to the level of being recognized as service technicians authorized to complete maintenance and warranty work.

- 13.2 Training of Users (VFRS' Designated Trainers)

Proponents shall certify their understanding that within an agreed timeframe, either prior to or directly after the initial delivery of the selected Systems, the Proponent, will be required to provide comprehensive training of VFRS' designated trainers, with all of the necessary user orientation and manufacturer directed operational procedures for the selected System. VFRS' designated trainers will be responsible for the training of VFRS' users/fire-fighters. The provision of user training shall be completed within 30 days of the delivery of Systems described. All training provided by the successful Proponent to VFRS' designated trainers will include all appropriate documentation, manuals, posters, audio and visual support (CD's and videos) as directed by VFRS.

- 13.3 Training of VFRS Technicians

Proponents are required to demonstrate their ability to meet VFRS' requirement that within 30 days prior to delivery of the Systems, the successful Proponent will provide VFRS a training program for a specified number of VFRS Service Technicians for the purpose of ensuring that these technicians would be capable of performing:

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- a) basic non-warranty related System repairs;
- b) manufacturer prescribed preventative maintenance for the Systems;
- c) annual NFPA flow testing of every System (including certification protocol and record keeping requirements).

The total time allotted for the provision of technician training for steps (a), (b) and (c) should take no longer than 30 - 60 calendar days. Training will be provided at no additional cost to the City.

The Contractor will be required to provide, for a specified group of VFRS service technicians, advanced System service training which will result in these technicians becoming manufacturer factory certified service personnel for the SCBA Systems. The time allotted for the provision of certified technician training should be completed within one (1) year from the date VFRS has confirmed acceptance of SCBA Systems. The successful Proponent will be required to provide technician certificates to VFRS' Chief of Training and Assistant Chief of Occupational Health and Safety on completion of these certifications. Training will be provided at no additional cost to the City.

Proponents shall state the length of time before re-certification would be required.

The Contractor will be required to re-certify VFRS' designated SCBA technicians, as required, at no additional cost to the City, during the time the equipment is maintained in service by VFRS.

Proponents should describe in their Proposals their methodology for training users and how training technicians services will be conducted.

14.0 Additional Requirements

- 14.1 Specific cylinder identification number markings on all cylinders shall be 1" high in a contrasting colour, located in such a manner that, when installed on the back pack, it can be seen under the cylinder finish.
- 14.2 All Systems/System components shall be supplied with batteries, if these are required with these items.
- 14.3 Each cylinder will have a retro-reflective 1" band around the lower section of the air cylinder. This colour to be confirmed upon issuance of the purchase order.
- 14.4 Air cylinders will be filled and a certificate of air quality will be supplied with the lot of cylinders supplied.

15.0 Fit Testing

- 15.1 The successful Proponent shall be responsible for "fit testing" all VFRS personnel that may have a need to use the System. Fit testing will be carried out using the Portacount tester. All testing will be finished prior to the System being put into service with VFRS. All fit test records will become property of the City and VFRS.

The Proponent shall describe how the fit testing services will be conducted.

16.0 Delivery

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16.1 The City requires that the Proponent provide delivery of the equipment within six (6) weeks after the issuance of a purchase order. Proponents will describe the ability to meet this Requirement.

16.2 The Contractor will deliver the equipment, F.O.B. VFRS, 900 Heatley Street, Vancouver, BC, V6A 3S7, attention Dan Hilton

17.0 Additional Loan, Lease or Rental Units

17.1 VFRS may need additional SCBA units and cylinders during the period of the 2010 Winter Olympic Games. The amount of additional units could be up to 25% above the units and cylinders VFRS has in normal service.

Proponents are asked to detail the cost and availability of supplying these additional units including the structure of the agreement for this period (loan, lease or rental).

18.0 Site inspection

18.1 During the evaluation process, VFRS reserves the right, at its own expense, for the purpose of inspection and validating elements of the proposal(s) received, to travel to the location where the System is manufactured and/or where its principal servicing and support resources are housed.

19.0 Option to Purchase Additional Units

19.1 Proponents are to set out options should VFRS elect to purchase additional or optional products at a later date.

20.0 Value Added Services

20.1 Describe any additional benefits (ie. local dealer support, parts warehouse) to this process other than those described above. Unless otherwise specified, it will be assumed there will be no additional charge for such benefits.

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SCHEDULE B - PRICING

1.0 INSTRUCTIONS

- 1.1 Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 1.2 GST and Provincial Sales Taxes are to be excluded.
- 1.3 Proponents located in Canada may quote either in Canadian funds or the currency of the jurisdiction from which they are supplying the product. All prices must clearly denote the applicable currency.
- 1.4 The pricing is to be all inclusive, incorporating all terms, conditions and Requirements and Services set out in the RFP. Prices are to be broken down to allow for analysis (e.g. units, components, options, warranty, training, etc.).

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SCHEDULE B - PRICING**

2.0 SCHEDULE OF QUANTITIES AND PRICES

2.1 Estimated 2008 Requirements

Item	Estimated Quantities 2008	Description	Unit Price	Total
1	260	<p>NFPA 1981 & 1982 CERTIFIED (2007 EDITION) SELF CONTAINED BREATHING APPARATUS WITH THREE YEAR WARRANTY ON ALL ELECTRONICS (REPLACEMENT)</p> <p>Including:</p> <ul style="list-style-type: none"> • Face piece; • Heads up display (HUD); • Personal Alert Safety Device (PASS); • Back pack harness assembly; • Emergency breathing hose and fittings. <p>Make: _____</p> <p>Model Year and No.: _____</p>	\$ _____	\$ _____
2	700	<p>45 MINUTE RATED CARBON FIBRE COMPOSITE WRAPPED COMPRESSED AIR CYLINDERS.</p> <p>Make: _____</p> <p>Model Year and No.: _____</p>	\$ _____	\$ _____
3	70	<p>60 MINUTE RATED CARBON FIBRE COMPOSITE WRAPPED COMPRESSED AIR CYLINDERS.</p> <p>Make: _____</p> <p>Model Year and No.: _____</p>	\$ _____	\$ _____
4	6	<p>CONFINED SPACE - SUPPLIED AIR RESPIRATORS.</p> <p><u>Including:</u></p> <ul style="list-style-type: none"> • Pressure reducing regulator; • Removable second stage/mask mounted regulator; • Harness assembly for supporting the 		

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Item	Estimated Quantities 2008	Description	Unit Price	Total
		respirator on the user's body; <ul style="list-style-type: none"> • Full face piece; • Escape cylinder and valve assembly; • Integrated communication System. Make: _____ Model Year and No.: _____	\$ _____	\$ _____
4a	4	Spare Con. Space Escape Cylinders.	\$ _____	\$ _____
5	150	PERSONAL FACE PIECES WITHOUT HEADS UP DISPLAY (HUD) Exact number of face pieces will be determined when personnel are fit tested. Only members who cannot use the standard face piece will be issued a personal face piece. Proponent will identify any difference in pricing for different sizes of face pieces or nose cups. Make: _____ Model Year and No.: _____	\$ _____	\$ _____
6	150	VOICE AMPLIFICATION DEVICES WITH STANDARD WARRANTY Make: _____ Model Year and No.: _____	\$ _____	\$ _____
7	60	RADIO COMMUNICATIONS INTERFACE INCLUDING LAPEL MICROPHONE WITH STANDARD WARRANTY Make: _____ Model Year and No.: _____	\$ _____	\$ _____
8	14	RIT PACK COMPLETE WITH ALL HOSES AND CONNECTIONS AND CARRY BAG.	\$ _____	\$ _____

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Item	Estimated Quantities 2008	Description	Unit Price	Total
		Make: _____ Model Year and No: _____		
9		MAINTENANCE RELATED EQUIPMENT:		
9a	2	Technician Tool Kits and Test Kit for servicing the SCBA and related equipment. Make: _____ Model Year and No: _____	\$ _____	\$ _____
9b	6	FIT Test Face Pieces, Two Sample Face Pieces of each size with Medium Nose Cups will be supplied for Fit Testing (Six in total). Make: _____ Model Year and No: _____	\$ _____	\$ _____
9c	6	FIT Test Connection Interfaces for Portacount FIT Tester. Make: _____ Model Year and No: _____	\$ _____	\$ _____
9d	1	BIO-Systems Posi Check machine including licensed software and testing interface connections for SCBAs. Make: _____ Model Year and No: _____	\$ _____	\$ _____
9e	1	BIO-Systems Posi Check Software and Testing Interface Connections. Proponent will supply licensed software for BIO-Systems Posi Check as well as any testing interface connections for the existing Posi check tester currently in use by VFRS. Make: _____ Model Year and No: _____	\$ _____	\$ _____

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Item	Estimated Quantities 2008	Description	Unit Price	Total
10	40	APR (AIR PURIFYING RESPIRATOR) ADAPTOR WITH STANDARD SCBA FACE PIECE. Make: _____ Model Year and No.: _____	\$ _____	\$ _____
11	16	PAPR (Powered Air Purifying Respirator) with Standard SCBA Face Piece. Make: _____ Model Year and No.: _____	\$ _____	\$ _____
12	132	ZIAMATIC QUIC - LOCK SCBA MOUNTING BRACKETS Make: _____ Model Year and No.: _____	\$ _____	\$ _____
Total:				\$ _____

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2.2 OPTIONS FOR REQUIREMENTS (2.1)

Item:	Estimated Quantities 2008	Description	Unit Price	Total
For Item 1:				
i	260	NFPA 1981 & 1982 Certified (2007 Edition) Self Contained Breathing Apparatus With Five Year Warranty on all Electronics (replacement in first three years, repair or replacement for last two years)	\$ _____	\$ _____
For Item 5:				
i	150	Personal Face Pieces Including Heads Up Display (HUD)	\$ _____	\$ _____
For Item 6:				
i	150	Voice Amplification Devices With Three Year Warranty (Replacement)	\$ _____	\$ _____
ii	150	Voice Amplification Devices With Five Year Warranty (Replacement In The First Three Years, Repair Or Replacement For The Last Two Years)	\$ _____	\$ _____
For Item 7				
i	60	Radio Communications Interface Including Lapel Microphone With Three Year Warranty	\$ _____	\$ _____
ii	60	Radio Communications Interface Including Lapel Microphone Five Year Warranty (Replacement In The First Three Years, Repair Or Replacement For The Last Two Years).	\$ _____	\$ _____
iii	60	SCBA Radio Interface Without Lapel Microphone, Standard Warranty	\$ _____	\$ _____
iv	60	SCBA Radio Interface without Lapel Microphone, Three Year Warranty (Replacement)	\$ _____	\$ _____

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Item:	Estimated Quantities 2008	Description	Unit Price	Total
v	60	SCBA Radio Interface without Lapel Microphone, Five Year Warranty (Replacement In The First Three Years, Repair Or Replacement For The Last Two Years)	\$ _____	\$ _____
vi	60	Lapel Microphone with Standard Warranty	\$ _____	\$ _____
vii	60	Lapel Microphone with Three Year Warranty (Replacement)	\$ _____	\$ _____
viii	60	Lapel Microphone with Five Year Warranty (Replacement In The First Three Years, Repair Or Replacement For The Last Two Years)	\$ _____	\$ _____
ix	60	SCBA Radio Interface with talk groups, Standard Warranty	\$ _____	\$ _____
x	60	SCBA Radio Interface With Talk Groups, Three Year Warranty (Replacement)	\$ _____	\$ _____
xi	5	Confined Space Hard Wired SCBA Communications Interface	\$ _____	\$ _____
For Item 8				
i	14	Rit Pack With Only Transfill Capabilities.	\$ _____	\$ _____
ii	14	Rit Pack With Transfill And Medium Pressure Interface Capabilities.	\$ _____	\$ _____
iii	14	Rit Pack With Transfill, Medium Pressure Interface And Face Piece With Regulator Capabilities.	\$ _____	\$ _____
For Item 10				
i	40	APR Adaptors For Standard SCBA Face Piece Without Face Piece.	\$ _____	\$ _____
Options Total:				\$ _____

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3.0 Non-Warranty Parts and Services (Schedule A - Requirement, Section 7.0)

3.1 As per Schedule A, Section 7.2, state discount offered off the price lists for:

Non Warranty Parts:	
Other Parts and Equipment:	
Provide any additional details:	

3.2 As per Schedule A, Section 7.3, state the rates for performance of all non-warranty and NFPA Annual testing (applicable one year from date of System acceptance):

Non Warranty/NFPA Annual Testing	\$ _____ /per _____
Provide any additional details:	

4.0 Warranty Repair by VFRS Allowable Charge-backs (Schedule A - Requirements, Section 8.0)

4.1 As per 8.1, state:

The allowable charge- back hourly rate for certified VFRS technicians to complete warranty work:	\$ _____ /hr
How long the charge-back rates would be in effect for:	
Provide any additional details:	

5.0 100% Level of Service (Schedule A – Requirements, Section 10.0 – Service Level Agreement)

5.1 As per 10.2, state any financial implications required to assure the 100% level of service or zero downtime.

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6.0 Additional Loan, Lease or Rental Units (Schedule A - Requirements, Section 17.0)

6.1 As per Schedule A, Section 17.1, state:

The cost and availability of supplying additional units :	
Detailed structure of the agreement (loan, lease or rental):	

7.0 Option to Purchase Additional Units (Schedule A - Requirements, Section 19.0)

7.1 As per Schedule A, Section 19.1, state:

The options should VFRS elect to purchase additional or optional products at a later date:	
Provide any additional details:	

8.0 Trade-Ins

8.1 a) Proponents may offer trade-in allowance for surplus SCBA and the various components as indicated in the pricing schedule below. However, this is not a mandatory requirement of this RFP. The City reserves the right to dispose of the surplus SCBA and the various components by other methods including, but limited to, public auction, surplus offer or a combination of methods that will

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result in the best value to the City. Inspection of these units can be arranged through Dan Hilton, Assistant Chief/Manager - Occupational Health and Safety, Vancouver Fire and Rescue Services, 604- 665-6082.

- b) Inspection prior to submitting an offer is the responsibility of the prospective buyer.
- c) The City of Vancouver reserves the right to reject any or all offers or to negotiate partial sales, pricing or terms and conditions with any prospective buyer(s) without the duty to inform other prospective buyers.
- d) The City reserves the right to withdraw the equipment from sale at any time.
- e) The successful buyer will be responsible for the provision of insurance to protect the City's interests and WCB coverage for their workers and any subcontractors while working on City property. The successful buyer will also ensure compliance with occupational health, safety, and environmental regulations, for the protection of their workers, City staff in the surrounding areas, and City property.
- f) The successful buyer will be required to release the City from any or all liability for personal injury, death, property loss, damage or destruction, or economic loss resulting from the successful buyer's entry onto City premises and/or removal of the equipment or subsequent use or operation of the equipment or any items associated with it. The successful buyer will also be required to agree to save the City harmless from any or all claims arising from such events.
- g) A deposit will not be required with any offers submitted.
- h) Payment will be made within five (5) working days of written acceptance of the offer by the City. Certified cheque, money order, electronic funds transfer, or bank draft that is recognized in Canada are acceptable payment methods.
- i) Provincial Sales Tax (7%) will be charged unless an exemption certificate is provided or the successful buyer is able to comply with regulations for an out of province sale. Federal Goods and Services Tax is not payable.
- j) The City will not be liable for loss, damage or destruction from any cause whatsoever of the equipment sold, but should any equipment be lost or destroyed during the period allowed for removal and prior to actual removal thereof, the City will refund to the successful buyer any monies paid as the price of, or on account of, the equipment so lost or destroyed.
- k) The successful buyer will not be able to assign or transfer its rights without the written consent of the City.
- l) The City will reserve the right, in the event that the successful buyer fails to remove the equipment within the time specified in the agreed upon work schedule, without prejudice to any other remedies, to cancel the contract and resell the equipment at such price and on such terms as the City may deem advisable and hold the successful buyer responsible for any loss including all expenses incurred by the City through the default, but without any obligation on the part of the City to account to the successful buyer for the proceeds of such resale. The City will be entitled to retain any amount paid on the account

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of the equipment until the amount of any such resale (including the expenses referred to) will have been ascertained.

8.2 Trade-In

VFRS is inviting the Proponent to provide a trade-in value for the following:

Item:	Quantity	Description	Unit Price	Total
1	260	INTERSPIRO Spiromatic & Spiromatic S2 SCBA	\$ _____	\$ _____
2	720	INTERSPIRO SCBA cylinders, (4500 psi, Kevlar and carbon-wrapped, aluminum)	\$ _____	\$ _____
3	450	INTERSPIRO Face pieces	\$ _____	\$ _____
4		Parts in inventory (approximate worth \$40,000.00 CAD)	\$ _____	\$ _____
TOTAL:				\$ _____
Method of recycling/reuse:				

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SCHEDULE C - DEVIATIONS AND VARIATIONS**

Proponents are to use this Schedule to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where the Proponent is proposing the use of contract language/clauses other than those set out in the Form of Agreement, such clauses are to be attached to this Schedule C. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

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SCHEDULE D - SUB-CONTRACTORS**

The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to assist it to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the City. (For contractual requirements, Proponents should note Sections 16.0 and 17.0 of the Form of Agreement.)

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

THIS AGREEMENT dated (Mo. Day, 2008)

BETWEEN:

THE CITY OF VANCOUVER, a municipal corporation continued under the Vancouver Charter and having an office at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4

(the "City")

AND:

(the "Contractor")

BACKGROUND:

- A. Pursuant to the Request for Proposals, No. PS08057 (the "RFP") the City invited proposals from qualified Proponents for The Supply And Delivery Of Self Contained Breathing Apparatuses (SCBA), Compressed Air Cylinders, Integrated Communications Components, And Accessories that meet the Requirements (as defined below) set out in the RFP;
- B. In response to the RFP, the Contractor submitted the Contractor's Proposal proposing to perform the Requirements on the terms and conditions of the RFP as supplemented by the Contractor's Proposal;
- C. The City has agreed to retain the Contractor for the performance of the Requirements on the terms as set out in this Agreement and the RFP, as supplemented by the Contractor's Proposal and the Contractor has agreed to perform the Requirements on those same terms.

THE CITY AND THE CONTRACTOR NOW AGREE as follows:

1.0 Definitions

The following words and terms, unless the context otherwise requires, have the meanings set out below:

"Act of God" means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, will be deemed not to be acts of God;

"Agreement" means the agreement between the City and the Contractor as set out in the Contract Documents;

"CBRN" means Chemical, Biological, Radiological and Nuclear;

"City" means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods and services or to make decisions in connection with the Contract;

"Closing Time" means the closing date, time, and place as set out on the title page of this RFP;

"Contract Documents" means this Form of Agreement, the Contractor's Proposal Documents, the RFP and such other documents as listed in this Form of Agreement, including all amendments or addenda agreed between the parties;

"Contract Price" has the meaning set out in Section 8.0;

"Contractor" means the entity defined as such on the front page of this Agreement;

"CSA" means Canadian Standard Association;

"Effective Date" means the date on which this Agreement takes legal force and effect and is the date set out on the first page of these Contract Documents;

"F.O.B." means that all goods to be transported and delivered by the Contractor to the City will be so transferred and delivered at no risk or cost to the City with the intent and effect that until the goods are delivered, inspected and accepted in writing under this Agreement, all freight, brokerage, customs, insurance, handling, shipping, risk or loss or damage, and all other costs and risks will be borne by the Contractor;

"GST" means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;

"Letter of Credit" is defined in Section 46;

"Manager of Materials Management" means the chief administrator from time to time of the City's Materials Management Department and his successors in function and their respective nominees;

"NIOSH" means National Institute for Occupational Safety and Health;

"Product" means the self-contained breathing apparatus and related parts and components described in the RFP;

"Proposal" means the proposal submitted in response to the RFP by the Contractor;

"Proponent" means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Proposal form set out in Part D of the RFP;

"PST" means provincial sales tax administered under the Social Services Act (British Columbia) and any successor tax or levies therefor in force from time-to-time;

"Requirements" means all of the requirements set out in Schedule A, and elsewhere in the RFP that describes the requirements that the goods, materials, equipment and services must meet and the Contractor must provide

"RFP" means Request for Proposal No. PS08057 including all parts, schedules, attachments and appendices thereto and any amendments, addenda and/or clarifications pertaining thereto;

"Security Clearance" means the security clearance required of the City from time to time for personnel being allowed access to any City Work Site;

"Specifications" means that part of the RFP consisting of general requirements and technical descriptions of the goods, materials, equipment, standards and workmanship;

"Sub-Contractors" means all Sub-Contractors, suppliers and agents of the Contractor, and
"Sub-Contractors" means any one of the same;

"UL" means Underwriter's Laboratory;

"Unavoidable Delay" has the meaning set out in Section 12.0;

"Unit" means any one unit of the Product;

"VFRS" means Vancouver Fire and Rescue Services;

"WCB" means Worker's Compensation Board of British Columbia;

"WCB Legislation" means the Worker's Compensation Act (British Columbia) and all regulations enacted pursuant to the Workers Compensation Act, all as amended and re-enacted from time to time;

"WHMIS Legislation" means the laws governing the information that must be provided on labels of packaging containing hazardous materials;

"Work" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements; and

"Work Site" means any site(s) owned or occupied by the City where the Requirements are to be performed.

2.0 Contract Documents

The terms and conditions of this Agreement, whether or not actually attached to this Form of Agreement will govern the terms of this Agreement. This Agreement is complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within this Agreement, the provisions of this Agreement will take precedence and govern in the following priority:

- (a) this Agreement, including the attached (___Schedules___);
- (b) Part C of the RFP- Special Conditions, (___Pertinent Sections ___);
- (c) any Addenda to the RFP issued by the City;
- (d) the Contractor's Proposal;
- (e) those parts of the RFP not referenced above.

3.0 Notices

Any notice required to be given under this Agreement will be given in writing and delivered or sent by mail, fax or email addressed to the (___ Name of person, title, and entity___) and to the Contractor at the address set out in its Proposal.

4.0 Conduct of this Agreement

The (___name of individual or entity___) and the Manager of Materials Management and (___ Name of person, title, and entity___) will have the conduct of The Agreement.

5.0 Requirements

5.1 The Contractor will supply the City with the Requirements and anything and everything else necessary for or incidental to the Requirements including supplying all labour, supervision, management, overhead, materials, supplies, and all other things necessary

for or incidental to the Requirements and will perform the Work with care, skill, due diligence and efficiency.

- 5.2 The Requirements as set out in the RFP have been prepared by the City to describe in general terms the criteria that the Work must satisfy. However, if there is any discrepancy in the description of the Requirements or any omission of criteria which would be detrimental to the benefits intended to be provided to the City by the Requirements, the Contractor will rectify such a discrepancy or omission to the satisfaction of the City without further compensation.

6.0 Delivery

6.1 The Contractor will deliver the product(s) FOB Vancouver Rescue and Fire Services, 900 Heatley Street, Vancouver B.C., V6A 3S7, attention Dan Hilton, between the hours of 8:30am - 5:00pm Monday to Friday excluding statutory holidays. Deliveries will be made by the Contractor, at its sole risk and expense to the exact location within the City's worksite, office, or other place as designated by the VFRS, unless other arrangements have been agreed in writing.

6.2 A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS Legislation.

7.0 Quality of Workmanship and Materials

7.1 The Contractor will perform the Requirements with the degree of care, skill and diligence normally applied in the performance of Requirements of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the Contract Documents.

7.2 Materials, goods and equipment will be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.

7.3 Materials are to be applied in accordance with the manufacturer's direction and will use the techniques and applications best suited for the type of material being used.

8.0 Price

8.1 The Requirements will be provided in accordance with the pricing set out in Schedule B of the Proposal.

8.2 All pricing will remain fixed for the duration of this Agreement, except where amended pursuant to Section 12.0, 14.0 or 15.0.

9.0 Inspection, Approval and Payment

9.1 Under no circumstances will the City be obligated to pay for any good supplied until after delivery, inspections and approval / acceptance of same.

10.0 Term/Non-Exclusivity

10.1 The Term of this Agreement starts on the effective date and expires on the Contractor's fulfillment of all warranty and other obligations under this Agreement, unless sooner cancelled pursuant to this Agreement.

10.2 Where the parties continue to deal with each other following an expiry date, this Agreement will be deemed to be renewed for an additional one year period. However, during each additional one year period, this Agreement may be cancelled by the City

without cause on at least thirty (30) days' prior written notice, or by the Contractor on at least sixty (60) days prior written notice.

- 10.3 Despite any other term of this Contract, the RFP or the Proposal, nothing in this Agreement is intended to grant the Contractor any rights of exclusivity or any other right to be the sole supplier to the City of the Requirements, to supply a specified or minimum quantity of the Requirements to the City or any other similar right and the Contractor now acknowledges and agrees to same.

11.0 Cancellation of Contract

- 11.1 The Contractor may not cancel this Agreement without cause. The City may only cancel this Agreement without cause if the City gives notice of cancellation at least sixty (60) days prior to its effective date. As of the effective date of such a notice of cancellation, the Contract will be cancelled as to all or those specified products and the parties will have no further obligations to each other in respect to same except that the City will remain liable to pay for those products already ordered and supplied prior to the effective date of the cancellation, and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

12.0 Unavoidable Delay

- 12.1 Subject to Section 12.2, except for the performance of obligations to pay money, time periods for the City and the Contractor's performance under the Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action including any plant production limitation referred to in Section 13.0 below) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees or Sub-Contractors' employees, or governmental action taken in the enforcement of law specifically against the Contractor.
- 12.2 Despite Section 12.1, nothing in this Section 12.0 will release the Contractor from the obligation to pay the City concessions or rebates for work interrupted or delayed by an Unavoidable Delay.
- 12.3 Despite Section 12.1, whether or not the cause is an "Unavoidable Delay", the Contractor will reimburse the City for all of the City's reasonable out-of-pocket costs of maintaining the City's existing equipment where same is incurred due to a delay in delivery of the Product.
- 12.4 If any Unit ordered under the Agreement cannot be manufactured because of third party plant production limitations, the City reserves the right to either
- i) Purchase the current replacement model at a revised price; which revised price will reflect only the direct change in price paid by the Contractor to a third party manufacturer and no other direct or indirect costs or charges, or;
 - ii) Partially or wholly cancel the Agreement without liability on ten (10) days written notice.
- 12.5 The revised price will be based on a percentage adjustment based on (i) the published manufacturer's retail/list prices at the time of the RFP and (ii) the first published manufacturer's retail/list prices for the next model year.

- 12.6 The Contractor will immediately notify the City's Manager of Materials Management in writing if such a production situation occurs, and will submit with the letter of notification, comparative manufacturer's retail lists supporting the proposed revision(s).
- 12.7 If the City and Contractor cannot agree on the revised price, the Contractor will remain obligated to deliver the Units, the City will remain obligated to pay the original price and the determination of the revised price will be referred to arbitration pursuant to the Commercial Arbitration Act (British Columbia) as set out in Section 36.0.

13.0 Plant Production Limitations

- 13.1 If any Unit ordered under the Agreement cannot be manufactured because of plant production limitations, the City reserves the right to either:
- i) Purchase the current replacement Units at a revised price; which revised price will reflect only the direct change in price paid by the Contractor to a third party manufacturer and no other direct or indirect costs or charges; or
 - ii) Partially or wholly cancel the Agreement without liability on ten (10) days written notice.
- 13.2 The revised price will be based on a percentage adjustment based on (i) the published manufacturer's retail/list price at the time of the RFP and (ii) the first published manufacturer's retail/list prices for the next model year.
- 13.3 The Contractor will immediately notify the Manager of Materials Management in writing if such a production situation occurs, and will submit with the letter of notification comparative manufacturer's retail lists supporting the proposed revision(s).
- 13.4 If the City and the Contractor cannot agree on the revised price, the Contractor will be paid the original price and will remain obligated to deliver the Unit(s) and the determination of the revised price will be referred to arbitration pursuant to the Commercial Arbitration Act of British Columbia.

14.0 Changes in Requirements

- 14.1 The City may, by giving written notice to the Contractor, request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than twenty (20) days after receipt of such notice, inform the City's Manager of Materials Management of any adjustments to the Agreement Price, either increasing or decreasing the Agreement Price, that would be necessitated by such change in the Requirements, or alternatively, will notify the City's Manager of Materials Management that no adjustment is necessary. If adjustments to the Agreement Price are necessary and the City's Manager of Materials Management confirms in writing that such adjustments are acceptable to it, the Requirements and the Agreement Price will then be deemed to be amended as agreed by the City's Manager of Materials Management. If the City determines that such adjustments, or no adjustments, to the Agreement Price are unacceptable and the City's Manager of Materials Management and the Contractor are unable to agree on an acceptable price, the City's Manager of Materials Management will be entitled to refer such issue to arbitration (pursuant to Section 36.0) to determine the price for such amendments to the Requirements or it may elect either to proceed with this Contract without the proposed change or it may elect to cancel this Contract, on ten (10) days prior written notice without further liability, or recourse, except to pay the Contractor for all work

duly performed and Product supplied to the City prior to the effective date of cancellation.

15.0 Disputes as to Requirements

15.1 All orders or instructions with respect to the Requirements issued by the (Dept or entity) or the Manager of Materials Management to the Contractor will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the (Dept or entity). However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of this Agreement or involve a change in the Requirements, it must promptly notify the City in writing before proceeding to carry them out and, in any event, within two (2) days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City will not constitute an acknowledgement by the City as to the validity of the Contractor's claim, and the City now reserves all rights to contest or dispute the Contractor's claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. In any event, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

16.0 Sub-Contractors

16.1 All Sub-Contractors are the responsibility of the Contractor.

16.2 The Contractor will be held as fully responsible to the City for the acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.

16.3 Nothing contained in this Agreement will create any contractual relationship between the Sub-Contractors and the City.

16.4 The Contractor agrees to ensure compliance by every Sub-Contractor with the terms and requirements of this Agreement.

17.0 Named Sub-Contractors

17.1 The Contractor confirms that the Sub-Contractors shown in its Proposal are the only Sub-Contractors that it will use to carry out the Requirements. The Contractor will engage only the listed Sub-Contractors and no others in their stead without prior written authorization of the City, which authorization may be arbitrarily withheld.

18.0 Independent Contractor

18.1 The Contractor, its Sub-Contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Sub-Contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City of Vancouver.

19.0 Assignment

19.1 The Contractor, and its appointed Sub-Contractors, may not assign, sublet or let out as task work any part of the Work, and will not assign any interest or any right to payment under this Agreement without first having had and obtained the consent in writing of the City; which consent the City may arbitrarily elect to withhold. If the City consents to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor will in no way be relieved from its responsibility for the

fulfilment of the Work, but will continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

20.0 Time of the Essence

20.1 For all obligations of the Contractor pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, will not waive the City's right to claim damages for such breach nor constitute a waiver of the City of the requirement of timely performance of any obligation remaining to be performed.

21.0 Compliance with Laws, Permits and Regulations

21.1 In carrying out its obligations, the Contractor will familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and will obtain all necessary licenses, permits and registrations as may be required by law.

22.0 Inspection

22.1 All Products will be subject to inspection and test and must meet the approval of the City as set out in the Requirements.

22.2 In the event that the Product or any portion of the Product does not comply with the Requirements of this Agreement or the Contractor's warranty (expressed or implied), the City will have the right either to reject the Product or to require correction and the Contractor will reimburse the City any costs incurred as a result of the non-compliant Product.

22.3 Acceptance or rejection of the Product must be made as promptly as practical, but failure to inspect and accept or reject the Product will not relieve the Contractor from responsibility for such Work that is not in accordance with the Requirements.

22.4 The City will be the final judge of the Product in respect of both quality and quantity and its decisions of all questions in dispute will be final. Materials, goods or equipment not accepted will be returned to the Contractor at the Contractor's expense.

22.5 Under no circumstances will the City be deemed to have accepted the Product by virtue of a partial or full payment for them.

23.0 Packaging

23.1 The Product will be adequately packaged to protect from damage during handling, shipment, and storage.

24.0 Product Return Policy *(to be amended to reflect actual return/replacement policy agreed to by the City and the successful Proponent)*

24.1 The Contractor will institute a policy and procedure which facilitates the prompt return and credit to the City's account of defective or non-compliant Product.

24.2 The Contractor must fully inspect all Products before shipment to the City and upon request, provide the City with full access to the Contractor's inspection records, process, and place of inspection.

25.0 Non- Exclusivity - Alternative Sourcing

- 25.1 The Contractor acknowledges that this Agreement is neither an exclusive supplier contract nor a guaranteed quantity contract. The City is not obligated to purchase any Product nor any minimum quantity of Product, regardless of the estimates and anticipated demand amounts set out in the RFP.
- 25.2 The City reserves the right to purchase products of the same type as those required to be provided under this Agreement from other sources whether or not it deems that the Product offered by the Contractor does not meet the quality standards; or are deemed to be inferior or unacceptable for use; or that the Contractor cannot supply as specified.
- 26.0 Warranty** *(to be amended to reflect actual warranty terms and conditions agreed to by the City and the successful Proponent)*
- 26.1 The Contractor warrants that for at least one (1) year from the City's first use of the Product, that the Product supplied and Work performed by the Contractor to the City will be in full conformity with the Requirements as well as samples, if any, and if so, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (British Columbia).
- 26.2 The Contractor further warrants that for at least one (1) year from the City's first use of the Product, the Product and Work will be of merchantable quality, and fit for the intended use and will perform according to the Requirements.
- 26.3 Equipment and materials used in the Product and Work must be new, free and clear of all liens, charges and encumbrances, the latest model, and delivered complete with all necessary accessories for operation.
- 26.4 The warranty set out in Sections 26.1 - 26.2 above will include all parts and labour delivered and performed at the location of delivery of the Product to the City, and is the minimum warranty. The Contractor is bound by such additional warranties (if any) set out in the Contractor's Proposal.
- 26.5 The Contractor warrants that its employees and Sub-Contractors have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement.
- 26.6 The Contractor now warrants that all claims and representations made by the Proponent with respect to third party products and services have been fully authorized by that third party.
- 26.7 The warranty period is to commence at the time the City puts the each of the Units into service, or three months after acceptance of each Unit, whichever is sooner.
- 26.8 The City will notify the Contractor the date that each Unit goes into service.
- 26.9 The warranty is to be in the name of the City of Vancouver, 453 West 12th Avenue, Vancouver, BC, V5Y 1V4.
- 27.0 Protection of Person and Property**
- 27.1 The Contractor will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner by the Contractor, or its employees or Sub-Contractors.

- 27.2 The Contractor will effectively warn and protect the public and other personnel from any danger as a result of the Work being done.

28.0 Rectification of Damage and Defects

- 28.1 The Contractor will rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor will then pay to the City the costs of repairing the loss or damage promptly upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

29.0 Clean Up

- 29.1 The Contractor will at all times conduct the Work in an orderly and reasonably tidy manner, and will at suitable intervals remove any accumulation of rubbish or refuse materials. At no time will any person employed by the Contractor or by any of its Sub-Contractors discard any litter or garbage on or adjacent to the Work Site, except into a suitable container.

30.0 Passage of Title and Risk

- 30.1 Despite any other term of this Agreement, (a) risk of loss or damage to the Product and Work performed will remain with the Contractor until the receipt and written approval of the Product and/or Work performed is rendered by the City, and (b) title to the Product will pass to the City upon safe delivery to the City's Work Site (but will revert in the Contractor upon the City's delivery of written notice of rejection of the Product).

31.0 Indemnification

- 31.1 The Contractor will indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to:
- (a) any injury, including death, property loss or damage arising from any (i) defect in the Product, or (ii) act or omission of the Contractor, its employees, officers, volunteers, Sub-Contractors, or any other persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Work, or (iii) any breach of this Agreement.
 - (b) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise; or
 - (c) the Contractor's failure to pay all royalties and license fees or on account of suits or claims of infringement by the Contractor, its Sub-Contractors, or the Products or Work of trademarks, patents, copyright, or any other infringement of third party intellectual property rights.

32.0 Insurance Requirements *(to be amended to reflect Product delivery, personnel training, warranty and other terms and conditions agreed to by the City and the successful Proponent)*

- 32.1 Without limiting any of its obligations or liabilities under the Agreement, the Contractor and its Sub-Contractors will obtain and continuously carry during the term of this Agreement at their own expense and cost, the following insurance coverages

with minimum limits of not less than those shown in the respective items set out below.

- (a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Sub-Contractors, the City of Vancouver and its respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

The limit of commercial general liability insurance will be not less than \$5,000,000 per occurrence and in the aggregate with respect to products and completed operations. The deductible per occurrence will not exceed \$5,000 per occurrence.

The policy of insurance will:

- i. be on an occurrence form;
- ii. add the City of Vancouver and its officials, officers, employees and agents as additional insureds;
- iii. contain a cross-liability or severability of interest clause;
- iv. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

- (b) The Contractor will ensure that vehicles owned and/or operated by the Contractor in connection with this Agreement maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence.

32.2 In addition to the insurance set out in Appendix 1 to the Form of Agreement, the Contractor shall provide the following insurance:

- (a) Insurance covering all risks of physical loss or damage to the Product and all components thereof in an amount of not less than the amount from time-to-time that has been paid by the City or is due to be paid by the City on account of the Contract price, and which shall include a waiver of subrogation against all undelivered Product and parts and a deductible of no more than five thousand dollars (\$5,000.00) for each and every claim and which insurance shall terminate on safe delivery to and acceptance by the City of the Product.
- (b) All-Risks insurance in the joint names of the Contractor and the City, covering the product and all property of every description to be used in the construction of the product as well as any property belonging to the City of Vancouver and in the care, custody and control of the Contractor. The insurance shall be primary, and shall be full replacement coverage.
- (c) The Contractor shall be required to include all cost for transportation and insurance of the Product to the City of Vancouver 900 Heatley Street, Vancouver B.C., V6A 3S7. The Contractor will be fully responsible for the temporary insurance, etc. while the Product is in the Contractor's custody.

Evidence of the above insurance requirements shall be supplied by the successful Proponent within ten (10) calendar days from the date of Council's approval in principle of the Proposal.

32.3 All insurance policies will be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk and Emergency Management

- and will provide the City's Director of Risk and Emergency Management with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Agreement title, number, policy holder, and scope of work.
- 32.4 The Contractor and each of its Sub-Contractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 32.5 Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of this Agreement with respect to liability of the Contractor or otherwise.
- 32.6 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.
- 32.7 Prior to the Effective Date, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies will be made available to the City's Director of Risk and Emergency Management at any time during the term of this Agreement immediately upon request.
- 32.8 The Contractor will provide in its agreements with its Sub-Contractors clauses in the same form as in this Agreement. Upon request, the Contractor will deposit with the City's Director of Risk and Emergency Management detailed certificates of insurance for the policies it has obtained from its Sub-Contractors and a copy of the applicable insurance clauses from its sub-contract agreements.
- 32.9 The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- 33.0 Workers' Compensation** *(to be amended to reflect exact nature of WCB applicable Work agreed to be provided by the successful Proponent)*
- 33.1 Prior to commencing any Work on any Work Site, the Contractor must provide evidence that it is in good standing with WCB. The Contractor is responsible for having the Work Site secured in accordance with WCB Legislation and ensure the safety of the public at all times during the performance of the Work.
- 33.2 The Contractor is now appointed and now accepts appointments as the Prime Contractor for the purpose of this Agreement and as such, has the responsibility to:
- (a) Ensure the Work is done in a safe manner that complies with the WCB's Legislation requirements;
 - (b) Direct and coordinate the work activities related to the health and safety of all the Contractor's Sub-Contractors and any other workers in the workplace and immediately give notice; and

- (c) Obtain from the City written information on hazards and conditions and the methods to address the hazards and conditions and will circulate this information.

33.3 Prior to starting any Work at the Work Site the Contractor must:

- (a) Have its own safety program and have written safe work procedures specific to the work being performed available at the Work Site; and
- (b) Ensure the safety program meets all of the requirements of the WCB Legislation.

33.4 The Contractor will:

- (a) Advise the City of any accidents or incidents at the workplace that must be reported to the Workers' Compensation Board; and
- (b) Inform all persons working under this Agreement on the workplace of the health and safety requirements at the workplace.

33.5 At all times the Contractor will ensure that its workers and Sub-Contractors, and all other workers coming onto the workplace will comply with:

- (a) the WCB Legislation;
- (b) the Contractor's safety program; and
- (c) all Work Site safety requirements.

34.0 Character of Workers

34.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- (a) Intoxication;
- (b) Use of foul, profane, vulgar or obscene language or gestures;
- (c) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- (d) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- (e) Any action which may constitute a public nuisance or disorderly conduct.

34.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

35.0 City's Right to Remedy

35.1 Should the Contractor neglect to execute the Work properly or fail to perform any provision of this Agreement, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

36.0 Dispute Resolution

36.1 All claims, disputes or issues in dispute between the City and the Contractor will be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction within British Columbia and be governed by the laws of British Columbia.

- 36.2 In the event that (a) the parties agree to arbitration pursuant to the above, or (b) a matter is referred to arbitration by City's Manager of Materials Management, the arbitration will be conducted pursuant to the Commercial Arbitration Act (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 36.3 In the event that the parties agree to arbitration, the arbitration will take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 36.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.
- 36.5 Despite Section 36.1, the laws of British Columbia will govern this Agreement and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 36.6 All provisions of the International Sale of Goods Act (British Columbia) are specifically excluded from application to this Agreement.

37.0 Cancellation

- 37.1 The City may, by written notice to the Contractor, immediately cancel the whole or any part of this Agreement in any one of the following circumstances:
- (a) Pursuant to Section 11.0;
 - (b) If the Contractor fails to make delivery of the Product or to perform the Work within the time specified, or fails to perform any other provisions, terms or conditions of this Agreement within the time specified, or within a reasonable time if no time is specified;
 - (c) If the Contractor performs any act or does anything which causes the City to incur any legal liability whatsoever;
 - (d) If the Contractor fails to meet the safety requirements of this Agreement;
 - (e) If any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under this Agreement;
 - (f) If the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors; or
 - (g) If the Contractor breaches any other term of this Agreement.
- 37.2 Upon cancellation of this Agreement, the City will have no obligation to the Contractor except to pay for such Product or Work properly delivered or performed prior to the date of the cancellation of this Agreement.
- 37.3 Upon cancellation of this Agreement in whole or in part, the City may procure similar goods and/or services and the Contractor will be liable to the City for any excess costs for such similar goods and/or services. The Contractor will not be liable for any excess costs where the cancellation is effected pursuant to Section 11.0.

38.0 Payments

38.1 The Contractor will be paid net thirty (30) days from receipt of invoice and acceptance of the Work, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.

39.0 Taxes

39.1 Unless otherwise provided herein, the City will pay the GST and PST on the Agreement Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under this Agreement.

39.2 Prices agreed upon are to be exclusive of GST and PST, with all costs relating to freight, handling, import duties, brokerage, royalties, handling, overhead, profit and any and all other costs included as negotiated within this Agreement.

39.3 Invoices must separately show the appropriate amounts for GST and PST.

40.0 Contract Management and Representation

40.1 The Contractor and the City will comply with and implement the transition plan and protocol for the management of this Agreement as set out in (Insert Plan Document Reference).

40.2 The Contractor's Contact Person will be _____ and make decisions to ensure that the Agreement implementation and day-to-day operation are as specified in (Insert Plan Document Reference). and will serve as a point of contact for the City.

40.3 The Contractor's overall performance and the quality of its work will be determined by the City. Performance will be judged on such factors as service levels including the frequency of back-orders, product quality, dependability, and such other issues that the City determines are key performance indicators. Where the Contractor's performance or personnel does not meet the experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement, (name of person, title and entity) or the Manager of Materials Management will provide the Contractor with reasonable written particulars of same, so as to afford the Contractor a reasonable opportunity to improve and correct performance.

40.4 Nothing in this Section 40.0 modifies or limits the City's legal rights and remedies under section 36.0 and at law or in equity.

41.0 Set-off

41.1 The City may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.

42.0 Joint Venture or Partnership

42.1 If a joint venture or partnership, the Contractor represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Contractor will be joint and several.

43.0 Entire Agreement

43.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations and agreements whether verbal or written between the parties with respect to their subject matter. The Contractor now acknowledges that it is not relying on any representations of the City as to the performance of the Requirements, except as expressly stated in the RFP, subject always to Sections 10.0 .

44.0 Failure to Enforce

44.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement will not constitute a waiver of such terms and conditions, and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

45.0 Successors and Assigns

45.1 This Agreement will benefit and bind each party and its successors and permitted assigns.

46.0 Letter of Credit

46.1 Concurrently with entering into this Agreement, the Contractor will deliver to the City, a clean, unconditional irrevocable demand letter of credit payable in the amount of seventy - five thousand, (\$75,000.00) hereinafter called the "Letter of Credit" issued in favour of the City by a Schedule I Canadian chartered bank or Schedule II Canadian chartered bank and on terms satisfactory to the City's Director of Legal Services.

46.2 The Letter of Credit must contain an automatic extension clause for the term of this Agreement and may be drawn on by the City to reimburse the City for any losses or damages suffered by the City as the result of the Contractor's breach of this Agreement.

46.3 Upon successful performance of the Contractor's obligations under this Agreement for the Initial Warranty Period, the City will return the Letter of Credit.

46.4 The "Initial Warranty Period" means the period of time starting on the effective date and expiring one year after the last Unit is put into service.

AS EVIDENCE OF THE CITY'S AND CONTRACTOR'S agreement to be legally bound by the terms of this Agreement, the City and Contractor have signed and delivered this Agreement effective as the Effective Date.

The CITY OF VANCOUVER

by its authorized signatory(ies))

)

) (C/S)

)

Title)

)

) Director of Legal Services)

The Corporate Seal of [*Insert Contractor's Legal/Corporate Name*])

) was affixed in the presence of:

)

) (C/S)

)

) Authorized Signatory)

)

)

) Authorized Signatory)

Sample



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH
PROPOSAL/TENDER**

Section 2 through 8 – to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

NAMED INSURED *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or **DBA DOING BUSINESS AS**

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenant's Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER



CERTIFICATE OF INSURANCE

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.
 Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood) INSURED VALUES: (Replacement Cost)

INSURER: _____	Building and Tenants Improvement: \$ _____
TYPE OF COVERAGE: _____	Contents and Equipment: \$ _____
POLICY NUMBER: _____	Deductible Per Loss: \$ _____
POLICY PERIOD: From _____ to _____	

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
√ Personal Injury	
√ Products and Completed Operations	Per Occurrence: \$ _____
√ Cross Liability or Severability of Interest	
√ Employees as Additional Insureds	Aggregate: \$ _____
√ Blanket Contractual Liability	
√ Non-Owned Auto Liability	All Risk Tenant's Legal Liability: \$ _____
INSURER: _____	
POLICY NUMBER: _____	Deductible Per Occurrence: \$ _____
POLICY PERIOD: From _____ to _____	

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: _____	LIMITS OF LIABILITY:
POLICY NUMBER: _____	Combined Single Limit: \$ _____
POLICY PERIOD: From _____ to _____	
<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>	

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

INSURER: _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
POLICY NUMBER: _____	Per Occurrence: \$ _____
POLICY PERIOD: From _____ to _____	Aggregate: \$ _____
	Self-Insured Retention: \$ _____

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated: _____



CORPORATE SERVICES GROUP
 Materials Management
 Purchasing Services

Request for Proposal
 No. PS08057
 Supply and Delivery of Self Contained Breathing Apparatuses

To acknowledge your intent to submit a Proposal, and to ensure that you receive the required information, please submit this form to the person identified below before 5:00 P.M., Friday April 18, 2008.

Philip Lo
 Administrative Assistant
 City of Vancouver
 Fax: (604) 873-7057
 Email: purchasing@vancouver.ca

Your details:

Proponent's Name: _____
 "Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company WILL / WILL NOT submit a Proposal for
 "RFP PS08057 - Supply and Delivery of Self Contained Breathing Apparatuses"
 By the closing date (Tuesday April 29, 2008, at 3:00:00 P.M.)

 Authorized Signatory and Name of Company (Please print)

 E-mail Address (Please print)

 Date



CORPORATE SERVICES GROUP
Materials Management
Purchasing Services

Request for Proposal
No. PS08057
Supply and Delivery of Self Contained Breathing Apparatuses

To acknowledge your intent to attend the Proponents' Informational Meeting being held as per Part A Introduction, Section 1.3, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, Friday April 11, 2008.

Philip Lo
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Proponent's Name: _____
"Proponent"

Address: _____

Telephone _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** attend the informational meeting for
"PS08057 - Supply and Delivery of Self Contained Breathing Apparatuses"

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date