



Request for Proposal

For: The purchase of a Fire Department Breathing Air Compressor System.

Request #2017-013

Date: May 18, 2017

Municipality of French River

44 St. Christophe Street

P.O. Box 156

Noëlville, ON, P0M 2N0

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Confidentiality Statement

This document, and any attachments there to, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document, please respond to the originator of this message and permanently dispose any copies and any attachments. Thank you for your consideration, Municipality of French River. Please respond to dseguin@frenchriver.ca with any questions or concerns.

Submission Details**Submission Deadlines and Methods**

All submissions for responding to this request must be submitted to our office, as stated below, no later than:

June 9, 2017 -No later than 2:00pm Local Time

All Proposal will be opened on **June 9, 2017** at 3pm Local Time

The use of mail for delivery of a proposal will be at the risk of the respondent. Submissions sent in electronic format will not be accepted.

Proposals must be submitted in a sealed envelope and shall be clearly marked with the following:

- ☐ Name and address of the Respondent
- ☐ Request Number
- ☐ Project Title

Administration staff will affix on the sealed envelope:

- ☐ Date and time of receipt

For the purchase of a Breathing Air Compressor System.

Submission Delivery Address, Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this Request for Proposal. The delivery address to be used for all submissions is:

Denis Seguin
Fire Chief
Municipality of French River
44 St. Christophe Street Suit 1
P.O. Box 156
Noëlville, ON, P0M 2N0
Tel: 705-898-2811
Fax: 705-898-2181
Email: dseguinfrenchriver.ca

Submission Opening

Proposals will be publicly opened, and recorded on the date and time stated above at the Municipal office. Staff will review the proposal and the successful candidate will be advised.

Amendment and Withdrawal of Submission

Requests for withdrawal of a submission shall be allowed if the request is made before the closing time for the contract to which it applies. Requests shall be directed to the CAO by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a submission does not disqualify a bidder from submitting another proposal on the same contract.

<h3>Introduction and Executive Summary</h3>
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The Municipality of French River (herein after referred to as the Municipality) is requesting proposal for the Purchase of a “Breathing Air Compressor System”.

Business Overview & Background

The Municipality of French River is a vibrant, welcoming and family-based community that is committed to positive, sustainable growth. A scenic environment, friendliness of neighbors, diversity of cultures and small town feel make French River the community of choice to live, work, visit and vacation. The Fire Department has a need to replace the existing Breathing Air Compressor System used in emergency responses and training exercises.

Assumptions & Constraints

The Municipality will not be held liable for any errors or omissions in any part of this request. The information contained herein is supplied solely as a guideline for responding vendors. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in this request is intended to relieve vendors from forming their own opinions and conclusions with respect to the matters addressed in this request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents. No addenda to this request will be issued.

The successful vendor will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful vendor will have made good any such damage or injury.

The successful vendor will employ only orderly, competent and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful vendor will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

The successful vendor and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful vendor agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful vendor's behalf or on behalf of any third party, any such information

The information, reports, documentation, plans, etc. that are a product of this award by the successful vendor, will become the exclusive property of the Municipality of French River.

Terms and Conditions

Relating to the submission document:

- ☐ **Costs, Deliverables & Timelines** – as set out in Schedule “A”
- ☐ **Provincial and Federal Taxes (H.S.T.)** - Proposals shall include applicable H.S.T. taxes. This tax shall be shown separate from the unit price. The respondent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their H.S.T. Registration Number (if any)
- ☐ **Declaration** - Signed declaration must be submitted (Page #9)
- ☐ **Specification** – Ensure that the specification form is filled out Schedule “B”
- ☐ **Other** - Vendors may include any addition information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.

Relating to the Successful respondent:


- ☐ **Contract** - The successful respondent may, within ten (10) days after being advised that they are the successful respondent, execute a contract in duplicate to the Municipality. A delivery date will also be agreed upon; should the agreed upon delivery date not be met, then a late fee of \$1,000.00 per week will be imposed. This late fee will be charged until the proposed Breathing Air Compressor System is received and accepted by the Municipality of French River. Any/all late fees shall be paid by separate payment from the supplier.
- ☐ **Notice of Acceptance** - Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the successful respondent at the number given by the respondent.
- ☐ **Price** - The vendor shall abide by the price total price stated in the submission document. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the Municipality beyond the original scope of work described in this request, the cost of these services would be negotiated between the Municipality and the company that has been selected to perform the work. Any additional work will only be undertaken based on a request in writing from the Municipality of French River.
- ☐ **Payment** - shall be made upon receipt of invoice following the receipt of the product (net 30 days) with completion of the work to the satisfaction of the Municipality.
- ☐ **Termination** - The Municipality reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- ☐ **Public Record** - Any personal information required on the proposal form is received under the authority of the Municipality of French River. This information will be an integral component of the quote submission. All written proposals received by the Municipality become a public record; once a proposal is accepted by the Municipality, and a contract is signed, all information contained in it is available to the public including personal information.
- ☐ **Servicing manuals** - need to be provided with the final product
- ☐ **Parts and Service** – Parts and services must be available regionally within the (Sudbury or Nipissing district)

Selection Criteria


The Municipality of French River is not obligated to award the service contract to the lowest or any firm. The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Municipality may require without stating reasons. The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any vendor by reason of the acceptance or the non-acceptance by the Municipality of any proposal or by reason of any delay in the acceptance of a proposal as well Any expenses incurred by the vendor in the preparation of the proposal submission are entirely the responsibility of the vendor and will not be charged to the Municipality.

Approval for Release

Reviewed by:



Denis Seguin, Fire ChiefMay 18, 2017
Date

Tom Ng, CGA, TreasurerMay 18, 2017
Date

Marc Gagnon, CAOMay 18, 2017
Date

Declaration

To: The Municipality of French River

Sirs: I/We the undersigned acknowledge receipt of and having carefully examined the Request for Proposal, and "Specifications" set forth in schedule "B" and hereby offer to submit this proposal for the supply of new "Breathing Air Compressor System" in accordance with, and as required by the said documents at the price set forth in "Schedule "A" hereto.

I/We understand and accept that the prices set forth in this Proposal Form include full compensation to furnish all labour, equipment, materials and supplies and transportation necessary or incidental to completing the work in strict accordance with said documents.

I/We understand that this Agreement terminates in the event that I fail to perform the work to the satisfaction of the Municipality.

I/We understand that the lowest or any proposal will not necessarily be accepted and that TO BE CONSIDERED, Proposal Forms must be in by the closing date stated herein.

GENERAL CONDITIONS

1. The respondent shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this Agreement on the date upon which each becomes due and all liabilities incidental thereto.
2. The respondent understands and agrees that he is not, nor is anyone hired by him, covered by the Municipality under The Workers' Compensation Act, and he shall be responsible for, and shall pay all dues and assessments payable under The Workers' Compensation Act, The Unemployment Insurance Act or any other Act, whether Provincial or Federal, in respect of himself, his employees and operations, and shall, upon request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of any such Act. If he fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him/her that would be sufficient to cover his/her default and the Municipality shall have the right to same.
3. The respondent covenants and agrees with the Municipality to indemnify it and save it harmless from all claims by third parties arising out of the performance of this Agreement.
4. The price, as proposed by the respondent, includes all limits of the work project.
5. The respondent declares that he has or will pay forthwith all Provincial and Federal Taxes that apply to the said equipment.
6. Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the respondent at the numbers given by the respondent.
7. No facsimile of proposals are acceptable.
8. Any cost incurred due to charges being laid under the Health and Safety Act, Highway Traffic Act or the Ministry of Environment Rules and Regulations shall be the responsibility of the contractor.

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Name and Address of the Respondent

Phone:

Fax:

Email:

The Respondent declares:

- ☐ No person, firm or Municipality other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;
- ☐ This proposal is made without any connection, comparison of figures or arrangements with or knowledge of any other Municipality, firm or person making a proposal for the same service and is in all respect fair and without collusion or fraud;
- ☐ No member of the staff of the Municipality of French River is, or will become interested directly or indirectly; as a contracting party, partner shareholder, surety or otherwise; or in the performance of the service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from;
- ☐ The content and requirements of this proposal document have been read and understood.
- ☐ All prices are quoted in Canadian funds.

All or any proposals not necessarily accepted.

Signed at _____ this ____ day of _____ 2017.

Print Name - Witness

Print – Respondent,

Title - Respondent

Signature - Witness

Signature – Respondent

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Schedule "A" – Price, Timetable and Deliverables

	QTY	Unit Price	Total
Base price for unit			
Freight and PDI			
Emergency Equipment			
Other (Please list)			
Subtotal:			
HST			
Total			

Price - for the supply of "Breathing Air Compressor System"

Timetable and Deliverables –

Delivery shall be _____ weeks from the time of order.

Please note that preferential treatment will be given to those dealers who can provide the radio system in a shorter timeframe.

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Schedule "B" – Specifications

BREATHING AIR COMPRESSOR SYSTEM REQUIREMENTS

System Requirements			Conforms?		Substitution
	1	5000 psig breathing Air Compressor	YES	NO	
	1	Dual Fill station	YES	NO	
		Integration of existing cascade cylinders	YES	NO	
		Travel Time and Installation	YES	NO	