



## 4989P

### Supply and Delivery of Self Contained Breathing Apparatus Systems for Richmond Fire-Rescue

#### 1. Introduction

- 1.1 The City of Richmond (the “City”) invites proposals from qualified Proponents for the Supply and Delivery of a Self-Contained Breathing Apparatus (“SCBA”) System for Richmond Fire Rescue (“RFR”).
- 1.2 Proponents respond to any or all of the options listed below and the City may, at its sole discretion, consider any or all of the solutions proposed:
  - a) A complete Turnkey SCBA solution;
  - b) A complete Turnkey SCBA solution and trade-in or purchase of entire or portion of surplus SCBA equipment; and/or,
  - c) The purchase of its entire or portion of surplus SCBA Equipment only.
- 1.3 The objective of this Request for Proposal (“RFP”) is to provide the City with qualified Proponents capable of carrying out the Work herein defined. The subsequent Proponent Submissions will form the basis for evaluation, potential interview and selection.

#### 2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
  - a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

- b) “City” means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada;
- c) “Closing Time” means the closing date, time, and place as set out in subsection 4.1 of this Request For Proposal;
- d) “Contract Documents” means the purchase order, the Consultant’s Proposal, the RFP and such other documents as applicable, including the City’s purchase order all amendments or addenda agreed between the parties;
- e) “Contract” or “Agreement” means the agreement formed between the City and the Consultant as resulting from this Request for Proposal, executed by the City and the Consultant and evidenced
- f) “G.S.T.” means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- g) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- h) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- i) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- j) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- k) “Response” means the same as “Proposal” or “Submission”;
- l) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- m) “Services” means the same as “Work”;
- n) “Successful Proponent” means the same as “Vendor”;

- o) “System” means and includes the SCBA systems defined in section seven of this RFP;
- p) “Turnkey” means a complete program that is ready for immediate use;
- q) “Vendor” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the City to perform and to oversee the Work and
- r) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract. For the purposes of the Contract that may result from this RFP, the work will include:
- i. Provision of a complete Turnkey SCBA solution;
  - ii. Provision of a complete Turnkey SCBA solution and trade-in or purchase of entire or portion of surplus SCBA equipment; and/or,
  - iii. The purchase of its entire or portion of surplus SCBA Equipment only.

### 3. Key Dates

- 3.1 In order to assist Proponents, following are the key target dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

1. RFP issued	Tuesday October 21, 2014
2. Inquiries received up to	Friday October 31, 2014
3. Closing Date for submission of Proposals	Monday, November 10, 2014
4. Evaluation and Award (if any)	Month of November, 2014

### 4. Submission Details

- 4.1 3 (three) hard copies, and one additional electronic copy (on a CD ROM or memory stick) of Proposals marked “**4989P – Supply and Delivery of Self-Contained Breathing Apparatus Systems for Richmond Fire Rescue**” and addressed to the Purchasing Section, will be received at the

Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, 3:00pm local time on Monday November 10, 2014.

- 4.2 Submissions received after this time may, at the City's discretion, be returned to the sender unopened.
- 4.3 Hard copy and electronic copy submissions should be identical to each other and in the same file format (i.e. Excel, word).
- 4.4 Proposals should be submitted in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 4.5 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 4.6 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 4.7 Any and 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.
- 4.8 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

## **5. Enquiries and Addenda**

- 5.1 Clarification of terms and conditions of the RFP document and RFP process and all other inquiries shall be directed to:

Kerry Gillis  
Buyer II  
Purchasing Section  
City of Richmond

mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

- 5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:
- a) City: <http://www.richmond.ca/busdev/tenders.htm>
  - b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 5.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 5.5 The deadline for inquiries for this RFP is 5:00 p.m., local time on Friday October 31, 2014. The City reserves the right not to respond to inquiries received after this deadline.
- 5.6 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

## **6. Background**

- 6.1 Richmond Fire-Rescue is a career fire department that provides services related to prevention, education and emergency response. These services are provided from seven fire hall with approximately 217 personnel who work in these areas. In suppression, there are 201 staff that respond to the following examples of calls: fire and medical emergencies, hazardous materials, motor vehicle incidents, water, confined space and high angle rescues.

## **7. Scope**

- 7.1 The City requires the supply and delivery of a minimum of sixty-two (62) SCOTT SCBA systems (the "Systems"). Further, the City is seeking Proposals that could maximize RFR's inventory of Systems and provide value added services.

7.2 The Systems include Air-paks, cylinders, face pieces, voice amplifiers, buddy breathing systems, RIT-paks, SEMS system and associated supplies and parts required for a complete switch over to the new SCBA platform. Specific items and quantities are defined in the Section 9 - *Requirements*.

**8. Objectives**

8.1 Through a Turnkey solution, the City requires that the following objectives be met:

- a) Ensure an adequate supply of components, parts, and adapters to ensure operational efficiencies, consistent operations and a high level of safety for the users;
- b) Improved operational efficiencies and safety by using Systems of proven capability;
- c) Contracted pricing for the purchase of parts for maintenance and repair purposes over the course of the contract period;
- d) Elimination of redundant equipment and parts;
- e) Provision of start-up inventory of parts for new operating system; and,
- f) Achievement of industry standards.

8.2 The City is seeking innovative responses from Proponents in order to meet these objectives.

**9. Requirements**

9.1 Below are the minimum SCBA Systems and related equipment the City requires:

<u>Item</u>	<u>Quantity</u>
<u>Air Pac X3 5500 psig with:</u> <ul style="list-style-type: none"> <li>• <u>Snaplock fitting</u></li> <li>• <u>EBBS buddy breathing system</u></li> </ul>	62 minimum

<u>Item</u>	<u>Quantity</u>
5500 psig 45 minute cylinders	200 minimum
AV-3000 HT face piece with voice brackets  *Please note, RFR goal is for a mask for each fire fighter.	62 minimum*
EPIC 3 voice amplifier, blue tooth ready	62 minimum
RIT-paks for 5500 platform	3
5500 psig 75 minutes cylinders for RIT-paks	6
SEMS II base station and software	1
Adequate start up inventory of maintenance parts (add lines as required)	Proponent to propose

9.2 In addition, the City also requires:

- a) Delivery of the Systems and inventory within the agreed to timelines;
- b) Training on the proper use and maintenance of the SCBA equipment from an accredited instructor, for 6 (six) RFR technicians;
- c) Ongoing technical support throughout the term of the contract;
- d) The maintenance of parts inventory, and
- e) Flow test bench updates, if required.

**10. Timeline**

10.1 Proponents are to provide a project schedule to complete the transition to the new SCBA solution before the end of December 2014, including delivery of Systems and training.

## **11. Contract Term**

- 11.1 The term of the Contract shall be for 3 (three) years with the option to extend the contract for additional one (1) year terms to a maximum of 5 (five) years.
- 11.2 The decision to extend the contract between the City and any Successful Proponent will be by mutual agreement between those 2 (two) parties.
- 11.3 Systems will be purchased at the beginning of the Contract. The remaining term of the agreement is to secure pricing for parts.

## **12. City Provided Items**

- 12.1 In order to complete the requirements, the City will provide the Successful Proponent with one point of contact within RFR to ensure the Successful completion of the Contract.

## **13. Submission Format**

- 13.1 Responses submitted should be no more than 30 (thirty) pages (fifteen double-sided, cumulative) in length, not including appendices, and should adhere to the following structure – including section title and order as indicated below:

### **SECTION A: Cover Letter and Executive Summary**

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.
- b) The executive summary should provide a synopsis of your overall approach and key points in your Proposal.

### **SECTION B: Table of Contents**

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.



**SECTION C: Corporate Information Key Personnel and Experience**

- a) Provide a description of the Proponent's company, including a corporate profile of the firm outlining its history, philosophy and target market.
- b) Describe your firm's experience in the supply and delivery of SCBA equipment similar in scope to the requirements in the RFP during the last 5 (five) years.
- c) Include a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this Work, roles and responsibilities, leadership, etc., in addition to their availability for this project.

**Part 2: Additional Information**

- i. In this section, Proponents may provide any additional comments about their experience, capacity, value added services or innovative concepts and resources which they feel would be informative and beneficial to the City.
- ii. If in addition to proposing goods and services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

**Part 3: References**

- i. Proponents should provide a list of former and current references for all customers for whom the Proponent has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past five (5) years (list all). Proponents should include a brief ½ page summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFP.

**SECTION D – Schedule, Training, Repairs, Support Services, Warranty**

- a) Schedule
  - i. Provide a detailed schedule for the Work, including training and delivery of the Systems.
  - ii. A detailed description of Project deliverables that will be provided to the City.
- b) Training:
  - i. Proponent to provide a detailed description of training programs included.
  - ii. Proponent to state any costs associated with ongoing or enhanced training.
- c) Delivery:
  - i. Proponents are to provide details regarding inventory levels, lead times and the ability to provide goods in the indicated week time frame.
  - ii. If this level of service cannot be met, please indicate your delivery terms. During the contract period, if goods cannot be delivered within 2 (two) weeks, the City has the right to order goods from an alternate supplier.
- d) Repairs:
  - i. Proponents are to provide detail related to technicians' hourly rate for repairs and any other related costs, location and number of technicians in Metro Vancouver area.
  - ii. Proponents are to highlight their ability to response to emergency repairs.
  - iii. Provide the location of the nearest service depot to Richmond, B.C.
- e) Support Services:
  - i. Please detail technical support included in the Proposal pricing.

- ii. Provide details on the management and delivery of maintenance parts.
  - iii. Proponent to state any costs associated with ongoing or enhanced support.
- f) Warranty:
  - i. Provide detailed information regarding warranty and extended warranty options.

**SECTION E: FINANCIAL PROPOSAL**

- a) Proponents should include a financial proposal with their Submissions that includes pricing for at least one of the following options:
  - 13.1.a.1 Pricing for the Turnkey solution.
  - 13.1.a.2 Pricing for the Turnkey solution and a financial trade-in offer of surplus SCBA equipment (see Appendix A).
  - 13.1.a.3 Financial offer to purchase all of the surplus SCBA equipment only.
  - 13.1.a.4 Financial offer to purchase some of surplus SCBA equipment only.
- b) Additionally, include the following:
  - 13.1.b.1 an itemized quotation of all the parts that are included in the Systems and the start-up inventory, along with a corresponding parts list with contracted pricing for the contract term.
  - 13.1.b.2 Hourly rates for repairs and support services as described in section 13.1 Section D, parts d and e.
- c) If partial purchase is proposed, Proponents are to itemize what they have included in their purchase price.
- d) Proponents should also provide pricing, payment options and cost saving strategies to the City, confirm that all invoices will be in Canadian Funds; and include any cost saving strategies that will benefit the City.

**SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE**

- a) In this section Proponents should provide:
- i. Confirmation of WorkSafe BC coverage. Proponents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
  - ii. Confirmation of Required Insurance (See section 9.1 of [http://www.richmond.ca/\\_\\_shared/assets/General\\_Conditions\\_for\\_the\\_Supply\\_and\\_Delivery\\_of\\_Goods\\_to\\_the\\_City\\_of\\_Richmond28607.pdf](http://www.richmond.ca/__shared/assets/General_Conditions_for_the_Supply_and_Delivery_of_Goods_to_the_City_of_Richmond28607.pdf))
  - iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

**14. Evaluation of Proposals**

- 14.1 All Proposals will be evaluated for their compliance and suitability with respect to the requirements of the City by a committee composed of City staff or designates, which may include third party consultants.
- 14.2 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 14.3 The City, in its sole discretion, may conduct any inquiries, clarifications or investigations on any or all of the Proposals, without having any duty or obligation to do so for all, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 14.4 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) Understanding of project objectives/outcomes and vision;
  - b) Quality of work plan and schedule, including,

- 14.4.b.1 Ability to complete the deliverables within the City’s stated schedule as per Section 10 – Timeline;
  - 14.4.b.2 Schedule and strategy for sequencing of the Work;
  - 14.4.b.3 Time and resource impact to City staff;
  - c) Capacity of the firm to complete the Work, company reputation and resources; experience and qualifications of those staff to be assigned to the Work. In addition, the City will place consideration on the Proponent’s:
    - 14.4.c.1 Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Work;
    - 14.4.c.2 Ability to communicate and work effectively with the City, and its stakeholders;
    - 14.4.c.3 Quality of references;
    - 14.4.c.4 Previous experience with similar type projects.
  - d) System pricing and fee allocation to tasks and value for money; and,
  - e) Clarity and brevity of the Proposal.
- 14.5 Preference may be given to Submissions offering innovative methodology, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 14.6 Proponents may be interviewed by the City. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.
- 14.7 Reference checks may also be conducted by the City.
- 14.8 Prior to Contract award, the Proponent may be required to demonstrate financial stability. As such, the Proponent may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2(two) fiscal years.

- 14.9 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 14.10 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

## **15. RFP Process**

- 15.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
  - b) accept a Proposal which is not the lowest cost Proposal;
  - c) accept all or any part of a Proposal;
  - d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
  - e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
  - f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
  - g) cancel the RFP process at any time and reject all submissions;
  - h) not accept any Proposal in response to this RFP;
  - i) reject a Proposal even if it is the only Proposal received by the City;

- j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- k) reject or accept any or all Proposals at any time prior to execution of a Contract;
- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Proponents.

15.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

## **16. Negotiations**

16.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent; and,
- c) specific contract details as deemed reasonable for negotiation by the City.
- d) structure of the Consultant team and participants

16.2 If a written contract cannot be negotiated within thirty (30) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enters into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

## **17. Working Agreement**

17.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this RFP and the Successful Proponent's Submission and any negotiated modifications thereto.

**18. Award of Contract**

- 18.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 18.2 No Contract will be formed, with any Proponent, until the Contract terms have been successfully negotiated between both parties (the City and the Successful Proponent). The City is not obligated to any Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 18.3 The City’s purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Consultant and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The City’s purchase order including the standard purchase order terms and conditions;
  - b) Or any mutually agreed to amendments between the Proponent and the City;
  - c) The Proposal; and
  - d) The RFP and any subsequent addenda.
- 18.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.
- 18.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

**19. Publication of the Results of this Request for Proposal**

- 19.1 The City will publish the name of the successful Proponent on the websites listed in Section 5.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.



**20. General Terms of this Request for Proposal**

- 20.1 All Proposals shall remain open for a minimum of 90 (ninety) days after the Closing Time, whether or not another Proposal has been accepted.
- 20.2 The City reserves the right to cancel this RFP for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 20.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 20.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 20.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 20.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 20.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 20.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 20.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## **21. Ownership of Proposals**

- 21.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

## **22. Conflict of Interest**

- 22.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.
- 22.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

## **23. Confidentiality**

- 23.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 23.2 The Consultant agrees that this obligation of confidentiality will survive the termination of the Contract between the Consultant and the City.

## **24. No Lobbying**

- 24.1 From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFP or the Project except via the designated Contact Person in Section 5.1.

**25. Information Disclaimer**

- 25.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 25.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 25.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 25.4 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

**26. Freedom of Information and Protection of Privacy Act (BC)**

- 26.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (*British Columbia*), which imposes significant obligations on the City's Consultants to protect all personal information acquired from the City in the course of providing any service to the City.



### **Appendix A – Surplus SCBA Equipment**

The City is offering the following SCBA Equipment for trade in or purchase:

- 1) 30 Minute Cylinders - 173 cylinders with expiration dates as follows:
  - 20        2016
  - 19        2017
  - 20        2018
  - 19        2019
  - 21        2020
  - 27        2021
  - 14        2022
  - 33        2023
- 2) 45 minutes cylinders - 100 with expiry dates between 2025 and 2026
- 3) Scott AP-50 air paks - 50 various ages which have been upgraded to the 2007 edition minus CBRNE.
  - **RFR can provide service records of the above SCBA Equipment.**
  - **All noted SCBA equipment is “as is”. The City does not provide any warranty of the item whatsoever, whether express, implied, or statutory, including, but not limited to, any warranty of merchantability or fitness for a particular purpose or any warranty that the contents of the item will be error-free.**
  - **The City is not obligated to consider any offers for the trade in or purchase of its surplus SCBA Equipment.**