

The City of Saint John

Request for Proposals

2023-424001P – Bunker Gear

Saint John, New Brunswick

Request for Proposals No.: 2023-424001P

Issued: February 14, 2023

Submission Deadline: Wednesday, March 8, 2023, at 4:00:00 p.m., AST

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the supply of Bunker Gear (Firefighter Turnout Gear) as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 RFP Contact Person

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Mike Lewis,
Procurement Specialist
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 Type of Contract for Deliverables

- (1) The City will issue a Purchase order to the successful proponent for the scope of services detailed in this request for proposal.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.5 Canadian Free Trade Agreement (CFTA)

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the supply of Bunker Gear (Firefighter Turnout Gear), as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

- (1) The RFP timetable is tentative only and may be changed by the City at any time.

Issue Date of RFP	Tuesday February 14, 2023
Deadline for Questions	Tuesday, February 28, 2023, 4:00:00 p.m., AST
Deadline for Issuing Addenda	Wednesday, March 1, 2023, 4:00:00 p.m., AST
Submission Deadline	Wednesday, March 8, 2023, 4:00:00 p.m., AST
Rectification Period	3 Business Days
Anticipated Deadline for Selection of Highest Ranked Proponent	Monday, April 3, 2023

3.2 Submission Instructions

(A) **Proposals Should Be Submitted via Email**

- (1) Proposals should be submitted via email to:

supplychainmanagement@saintjohn.ca

(B) **Proposals Should Be Submitted in Prescribed Manner**

- (1) Proponents should submit one (1) signed electronic technical proposal and supporting information, and one (1) signed electronic financial proposal and supporting information, both in pdf format.
- (2) The technical proposal should be titled: “**Technical Proposal: 2023-424001P – Bunker Gear**”.
- (3) The financial proposal should be titled: “**Financial Proposal: 2023-424001P – Bunker Gear**”.

(C) Proposals Should Be Submitted on Time

- (1) Proposals shall be submitted before the Submission Deadline as dictated by the receiving server(s). Proposals submitted after the Submission Deadline will be rejected.

(D) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email in a manner similar to 3.2 (B). The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(E) Withdrawal of Proposals

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following four stages described in further detail below:
 - (a) Stage I – Mandatory Requirements and Rectification
 - (b) Stage II – Evaluation of Rated Criteria and Pricing
 - (c) Stage III– Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Reference Form (Appendix C)

Each proponent must complete the Reference Form and include it with its technical proposal.

Other Mandatory Requirements

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – Section A - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables described in Appendix D shall be disqualified.

(B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria. Following this, the City may shortlist to any number of proponents for further proposal refinements, if the City deems it to be in its best interest.

(D) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best-and-Final-Offer (BAFO) to the City.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the City

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Debriefing

(A) Debriefing

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

(B) Procurement Protest Procedure

- (1) The parties shall attempt to negotiate all disputes in good faith.
- (2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(B) No Lobbying

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(F) Past Performance or Inappropriate Conduct

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or

- (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of City

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
 - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

(B) Confidential Information of Proponent

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(D) Disqualification for Misrepresentation

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(E) Cancellation

- (1) The City may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A– SUBMISSION FORM

(A) Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a purchase order.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	
Reference Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

(G) No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

(H) Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX D – RFP PARTICULARS

(A) The Deliverables

The City of Saint John’s Fire Department plans to replenish its inventory of bunker gear at a rate of approximately 30 sets per year (dependant upon budgetary approval). As such, proponents are being invited to submit proposals in order to be considered as a source of supply. Specifications for the Bunker Gear can be found in Appendix E – Specifications.

The resulting agreement will be for a period of three (3) years, with the option to extend for an additional two (2) one (1) year periods at the discretion of the City.

Proponents are to provide details on all warranty options and what is and is not covered.

(B) Evaluation Criteria

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
Quality and Completeness: <ul style="list-style-type: none"> • Has the proponent addressed all of the needs identified? • Is the proposal presented in an organized and professional manner? 	5
Proponent’s Experience: <ul style="list-style-type: none"> • Has the proponent demonstrated a level of expertise with the requirements of this RFP? 	5
Specifications: <ul style="list-style-type: none"> • Has the proponent met or exceeded the product specifications as presented in this RFP? 	35
Delivery: <ul style="list-style-type: none"> • Is the delivery timeframe realistic and does it meet the City’s preferred timeframe of six (6) weeks from date of measurement? 	20
Cost: <ul style="list-style-type: none"> • Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. 	35
TOTAL POINTS FOR STAGE II	100

(C) Submission Requirements

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Quality and completeness – 5 Points

- i. an introduction with respect to the proponent's interest in this opportunity; and
- ii. a description of the proponent's understanding of the scope of services and the role of the service provider in the context of this RFP.

(b) Proponent's experience – 10 Points

- i. a brief description of the proponent;
- ii. description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- iii. the roles and responsibilities of the proponent and any of its agents, employees and subcontractors (if applicable), who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective experience, qualifications and certifications;
- iv. a description of how the proponent will provide the Deliverables, which should include a work plan indicating how the proponent intends to deliver the services; and
- v. a Reference Form in accordance with the instructions set out in the Form attached as Appendix C to this RFP.

(c) Specifications – 35 Points

- i. a description of how the proponent will provide the Deliverables, including availability of resources and a work plan demonstrating how the proponent intends to structure its working relationship with the City and deliver the specified Deliverables in a timely and efficient manner.

(d) Delivery – 20 Points

- i. a description of how the proponent will plan the work in order to meet the City's delivery preference of six (6) weeks from date of measurement.

(e) Cost – 30 Points

- i. completed Pricing Form as provided in Appendix B (and any supplemental information).

APPENDIX E – SPECIFICATIONS

JACKET

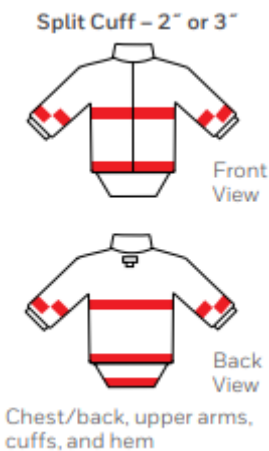
Outer Shell- PIONEER 6.6osy (minimum)- Khaki

Liner System - GORE® PARALLON™ - must have tie down to outer shell for lower back- pocket under inner manufacturer's label

Snap in Liner System to Outer Shell

Trim- 3M 9587- Fluorescent Scotchlite Reflective Material. Lime-Yellow . Or equivalent.

Trim Pattern- Split Cuff 3"



DRD- small and compact

Closure System- Zipper (composite- not brass) with 5" Storm Flap OR Snap hooks and "D" rings

Tail- 5" with Velcro for name panel

Radio Pocket- Wearer's Left Chest- must accommodate radio model- Motorola 8000AXP XE with extended life battery

Radio Pocket Flap- notches on both sides for radio antenna

Radio Microphone Tab- Located above radio pocket

Additional Microphone Tab- Located mid line of 5" storm flap approximately 6" from top

Undershield or Napoleon Pocket- Located within seam of 5" storm flap- opening 6"- made into moisture barrier

Standard front pockets- 8"x8"x1.5"- Left and Right- Stomach. When custom fit SCBA harness will not cover pocket.

Streamlight Survivor Handlight Carrier- Wearer's Upper Right Chest

Collar- Enhanced features will be taken into consideration and are preferred ie. Collar fastening options

Jacket Cuff Reinforcement

Nomex hand protection with thumbhole wristlet

Wrist Water Well

****Velcro patch with wearer last name****

****Option for particulate skirt within liner of jacket- include pricing with and without****

****Velcro coverings to be included for all Velcro patches for washing purposes****

Pant

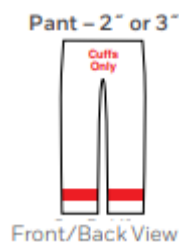
Outer Shell- PIONEER 6.6osy- Khaki

Liner System - GORE® PARALLON™

Snap in Liner System to Outer Shell

Trim- 3M 9587- Fluorescent Scotchlite Reflective Material. Lime-Yellow . Or equivalent.

Trim Pattern:



Closure System- Adjustable Belt- Velcro with button or Hook and D

Knee Protection: Enhanced features will be taken into consideration and are preferred

Ripcord Suspenders

Reinforced Ankle Cuff

Heel Rise (shorter in rear)- 1.5"

Enhanced mobility crotch- full range of motion

Cargo Pockets- both legs- 9"x9"x1.5". Bellow.

Ankle Water Well

****Velcro coverings to be included for all Velcro patches****