



PARTNERSHIP OF THE

Manitoba Capital Region

Leading Manitoba

February 16, 2017

RE: PMCR Purchasing Group Bid Opportunities – Fire Department Equipment

The Partnership of the Manitoba Capital Region (PMCR) is a collaborative body, comprised of the City of Winnipeg and surrounding 17 municipalities. The PMCR unites decision-makers around a long-term vision built on the pillars of collaborative regional development, infrastructure investment, economic prosperity, and environmental stewardship.

Not including the City of Winnipeg, the Capital Region is currently home to 27 firehalls and over 480 firefighters. To better coordinate purchasing of equipment across municipal departments, the PMCR board of directors has supported the creation of The PMCR Purchasing Group comprised of delegated representatives of the PMCR to facilitate the tendering of specified goods on behalf of Member municipalities. The current bid opportunities for fire department equipment are public and open.

The PMCR Purchasing Group has received council resolutions outlining municipal commitment to purchase goods identified in bid opportunities from successful proponents for the contract duration. These participating Member municipalities are:

- City of Selkirk
- RM of Cartier
- RM of East St. Paul
- RM of Macdonald
- RM of Ritchot
- RM of Rockwood
- RM of Rosser
- RM of Springfield
- RM of St. Andrews
- RM of St. Clements
- RM of St. François Xavier
- RM of Taché
- RM of West St. Paul
- Town of Niverville
- Town of Stonewall

Please find current bid opportunities at manitobacapitalregion.ca/bids and visit periodically for any addenda updates. Unless otherwise noted, current fire department bid opportunities close on Wednesday, March 1st at 4:00 pm Winnipeg time. For any questions, please contact the Contract Administrator below:

Barry Feller

Contract Administrator
PMCR Purchasing Group
(204) 736-4433
ward3@rmofmacdonald.com

The PMCR Purchasing Group

[A Group comprised of delegated representatives of the Partnership of the Manitoba Capital Region to facilitate the tendering of specified goods.]

BID OPPORTUNITY

BID OPPORTUNITY 0007-2017

**SUPPLY AND DELIVERY OF SPECIFIED FIRE
DEPARTMENT SELF-CONTAINED BREATHING APPARATUS (SCBA),
AIR CYLINDERS AND FACE PIECES**

Contract Duration

March 6, 2017 to March 5, 2019

TABLE OF CONTENTS

PART A - BID SUBMISSION.....	3
FORM A: BID	3
FORM B: PRICES	3
PART B - BIDDING PROCEDURES	3
B1 CONTRACT TITLE.....	3
B2 SUBMISSION DEADLINE	3
B3 ENQUIRIES	3
B4 CONFIDENTIALITY	3
B5 ADDENDA.....	4
B6 SUBSTITUTES.....	4
B7 BID SUBMISSION.....	5
B8 BID	6
B9 PRICES	6
B10 DISCLOSURE	7
B11 QUALIFICATION.....	7
B12 OPENING OF BIDS AND RELEASE OF INFORMATION	7
B13 IRREVOCABLE BID	8
B14 WITHDRAWAL OF BIDS	8
B15 EVALUATION OF BIDS	8
B16 AWARD OF CONTRACT	9
PART C – GENERAL CONDITIONS	9
C1 GENERAL CONDITIONS.....	9
C2 UNFAIR LABOUR PRACTICES.....	9
C3 SCOPE OF WORK.....	9
C4 DEFINITIONS.....	10
C5 CONTRACT ADMINISTRATOR.....	10
C6 OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE.....	10
C7 NOTICES	10
SUBMISSIONS.....	11
C8 AUTHORITY TO CARRY ON BUSINESS.....	11
SCHEDULE OF WORK.....	11
C9 COMMENCEMENT	11
C10 DELIVERY	11
C11 ORDERS.....	11
C12 RECORDS	11
MEASUREMENT AND PAYMENT.....	12
C13 INVOICES	12
C14 PAYMENT.....	12
C15 WARRANTY	12
PART D - SPECIFICATIONS	13
GENERAL	13

PART A - BID SUBMISSION

FORM A: BID

See FORM A: BID provided separately.

FORM B: PRICES

See FORM B: PRICES provided separately.

PART B - BIDDING PROCEDURES

B1 CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF **SPECIFIED** FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS (SCBA), AIR CYLINDERS AND FACEPIECES

B2 SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 1st, 2017.

B2.2 Bids determined by the Contract Administrator to have been received later than the Submission Deadline will not be accepted and will be returned unopened upon request.

B2.3 The Contract Administrator may extend the Submission Deadline by issuing an Addendum according to B5 Addenda.

B3 ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in C5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification from the Contract Administrator as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an Addendum as per B5.2.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3, unless that response or interpretation is provided by the Contract Administrator in writing.

B4 CONFIDENTIALITY

B4.1 Information provided to a Bidder by the Partnership of the Manitoba Capital Region (PMCR) Purchasing Group or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

(a) was known to the Bidder before receipt hereof; or

- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5 ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each Addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Current Bid Opportunities page at The PMCR Website: manitobacapitalregion.ca/bids

B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Current Bid Opportunities page on the PMCR Website (manitobacapitalregion.ca/bids) for addenda regularly and shortly before the Submission Deadline, as may be amended by Addendum.

B5.3 The Bidder shall acknowledge receipt of each Addendum in Paragraph 7 of Form A: Bid. Failure to acknowledge receipt of an Addendum may render a Bid non-responsive.

B6 SUBSTITUTES

B6.1 The 'Work' is based on the materials, equipment, methods and products specified in the Bid Opportunity.

B6.2 Substitutes shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding the approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7 BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and include ten (10) copies of the Bid Submission sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to the Contract Administrator:

Barry Feller
c/o The Partnership of the Manitoba Capital Region Purchasing Group
1-1749 Portage Avenue
Winnipeg, Manitoba, Canada
R3J 0E6

- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).

B7.8 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8 BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9 PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as Provincial Sales Tax or PST)], which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall include Environmental Handling Charges (EHC) or fees, where applicable.

B9.2 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10 DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the PMCR Purchasing Group's opinion, this relationship or association does not create a conflict of interest because of this full disclosure.

B11 QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract; and
- (d) be a vendor having a place of business in Canada where the bidder conducts activities on a permanent basis and that is clearly identified by name and is accessible during normal working hours.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the PMCR Purchasing Group.

Work proposed to be subcontracted to them shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.3 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.4 The Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide a representative sample of Goods offered.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12 OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) may be available from the Contract Administrator by request.

- B12.3 The Bidder is advised that any information contained in any Bid may be released if required by PMCR Purchasing Group policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13 IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 The acceptance by the PMCR Purchasing Group of any Bid shall not release the Bids of the next two highest-scoring responsive Bidders as evaluated per B15 and these Bidders shall be bound by their Bids on such Work for the contract duration specified in Paragraph 9 of Form A: Bid.

B14 WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw their Bid without penalty by giving written notice to the Contract Administrator at any time prior to the Submission Deadline.
- B14.1.1 The time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Contract Administrator.
- B14.1.2 The PMCR Purchasing Group will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Contract Administrator will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws their Bid after the Submission Deadline but before their Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Contract Administrator considers appropriate in the circumstances. The PMCR Purchasing Group, in such event, shall be entitled to all rights and remedies available to it at law.

B15 EVALUATION OF BIDS

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(a), the PMCR Purchasing Group may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The PMCR Purchasing Group may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the PMCR Purchasing Group so require.
- B15.3 Further to B15.1(b), the PMCR Purchasing Group shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 This Contract will be awarded as a whole.

B16 AWARD OF CONTRACT

B16.1 The PMCR Purchasing Group will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 The PMCR Purchasing Group will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, the PMCR Purchasing Group will have no obligation to award a Contract where:

- (a) the prices are materially in excess of the prices received for similar work in the past;
- (b) only one Bid is received; or
- (c) in the judgment of the PMCR Purchasing Group, the interests of the PMCR Purchasing Group would best be served by not awarding a Contract.

B16.3 Where an award of Contract is made by the PMCR Purchasing Group, the award shall be made to the responsible and qualified Bidder submitting the highest-scoring responsive Bid as per B15.

B16.3.1 Following the award of contract, a Bidder may be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C – GENERAL CONDITIONS

C1 GENERAL CONDITIONS

C1.1 The General Conditions are applicable to the Work of the Contract.

C2 UNFAIR LABOUR PRACTICES

C2.1 The Contractor declares that in bidding for the work and in entering into this contract, the Contractor and their subcontractors conduct their respective business in accordance with established international codes as they relate to child and forced labour embodied in United Nations (UN) and International Labour Organization (ILO) conventions as ratified by Canada.

C2.2 The Contractor shall forfeit all claims under the Contract as well as refund to the Member any monies paid to them, beyond their actual proven expenses for work done, if this declaration is shown to be false.

C3 SCOPE OF WORK

C3.1 The Work to be done under the Contract shall consist of supply and delivery of specified fire department self-contained breathing apparatus (SCBA), air cylinders and facepieces for the period from March 6, 2017 until March 5, 2019, with the option of two (2) mutually agreed upon one (1) year extensions.

C3.1.1 Approximate quantities of goods ordered will not be provided and cannot be guaranteed.

C3.1.2 The PMCR Purchasing Group may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The PMCR Purchasing Group shall incur no liability to the Contractor as a result of such negotiations.

C3.1.3 Changes resulting from such negotiations shall become effective on April 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

- C3.2 The Work shall be done on an "as required" basis during the term of the Contract as determined by Members.
- C3.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Members.
- C3.2.2 The PMCR Purchasing Group shall have no obligation under the Contract to purchase any quantity of any item.
- C3.3 Notwithstanding C3.1, in the event that operational changes result in substantial changes to the requirements for Work, the PMCR Purchasing Group reserves the right to alter the type of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made to Members or The PCMR Purchasing Group for damages on the ground of loss of anticipated profit on Work.

C4 DEFINITIONS

- C4.1 When used in this Bid Opportunity:
- (a) "**representative sample**" means the sample submitted will be exactly what will be provided for the duration of the Contract and must meet specifications;
 - (b) "**Member**" means a municipality holding membership with the Partnership of the Manitoba Capital Region who is participating in the PMCR Purchasing Group.

C5 CONTRACT ADMINISTRATOR

- C5.1 The Contract Administrators are:

Barry Feller
Telephone: (204) 736-4433
Email: ward3@rmofmacdonald.com

Ken Sim
Telephone: (204) 785-4151
Email: protect@rmofstclements.com

C6 OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- C6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the PMCR Purchasing Group and shall not be appropriated for the Contractors own use, or for the use of any third party.
- C6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- C6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the PMCR Purchasing Group or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- C6.4 A Contractor who violates any provision of C6 or B4.1 may be determined to be in breach of Contract.

C7 NOTICES

- C7.1 All notices of appeal to the Contract Administrator shall be made in writing and submitted to the address in B7.5.
- C7.2 Bids Submissions must be submitted to the address in B7.5

SUBMISSIONS

C8 AUTHORITY TO CARRY ON BUSINESS

- C8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

C9 COMMENCEMENT

- C9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the PMCR Purchasing Group authorizing the commencement of the Work.
- C9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in C8;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

C10 DELIVERY

- C10.1 Goods shall be delivered to a Member on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid and allowed, or pending agreement between Contractor and Member, on an "as required" basis goods shall be picked up by a Member at the Contractor's point of sale location.
- C10.1.1 Goods shall be delivered within ten (10) Business Day(s) of the placing of an order, unless otherwise agreed upon between Member and the Contractor at the time of ordering.
- C10.2 Initial start-up delivery shall be ten (10) Business days from the date of award, unless otherwise agreed upon between Member and the Contractor.
- C10.3 After the initial start-up delivery stated in C10.2, Goods shall be delivered in accordance with C10.1.1.
- C10.4 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days, unless an alternative delivery time and schedule are agreed upon between Contractor and Member.

C11 ORDERS

- C11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.
- C11.2 There shall be no minimum number of purchase orders nor minimum quantity of goods ordered by a Member per purchase order.

C12 RECORDS

- C12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- C12.2 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of a request by the Contract Administrator.

MEASUREMENT AND PAYMENT**C13 INVOICES**

C13.1 The Contractor shall submit an invoice for each order delivered to:

The Member placing the order.

C13.2 Invoices must clearly indicate, as a minimum:

- (a) the purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

C13.3 The PMCR Purchasing Group will bear no responsibility for delays in approval of invoices which are improperly submitted, nor for the payment of invoices between a Member and the Contractor.

C14 PAYMENT

C14.1 Payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

C14.2 A Member may at their option pay the Contractor by direct deposit to the Contractor's banking institution.

C15 WARRANTY

C15.1 Warranty is as stated.

PART D - SPECIFICATIONS

GENERAL

D1 APPLICABLE SPECIFICATIONS

- D1.1 These Specifications shall apply to the Work.
- D1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

D2 SPECIFICATIONS

- D2.1 The PMCR Purchasing Group Members Fire Departments existing SCBA, air cylinders and face pieces are either MSA or Scott manufacture.
- D2.2 To reduce inventory and compatibility challenges only Scott and MSA products are being considered at this time:
- a) All SCBA, carbon fibre air cylinders and face pieces must be NFPA 1981 and NFPA 1982 current edition compliant, 4500 psi based operating systems.
 - b) Pricing must reflect the complete and functional SCBA and both of the two (2) individual but compatible components identified in E1.2 a).

D3 APPROVED PRODUCTS

- D3.1 The following NFPA 1981 /1982 current edition compliant products are approved:
- 1) MSA Firehawk M7 XT
 - 2) 4500 psi carbon fibre air cylinder compatible with MSA Firehawk M7XT
 - 3) Individual face piece compatible with MSA Firehawk M7XT
 - 4) Scott Air - Pak 75
 - 5) 4500 psi carbon fibre air cylinders compatible with Scott Air- Pak 75
 - 6) Individual face piece compatible with Scott Air – Pak 75