



THE CITY OF WINNIPEG

REQUEST FOR INFORMATION

RFI NO. 299-2019

**PROVISION OF STRUCTURAL FIRE FIGHTING HELMETS FOR TRIAL AND
EVALUATION**

TABLE OF CONTENTS

PART A – REQUEST FOR INFORMATION APPLICATION

Form A: Request for Information Application	1
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PART B - REQUEST FOR INFORMATION

B1. Definitions	1
B2. Purpose of the Request for Information Document	1
B3. Conflict of Interest and Good Faith	1
B4. Schedule	3
B5. Enquiries	3
B6. City Contact	3
B7. Addenda	3
B8. Confidentiality And Privacy	4
B9. Non-Disclosure	4
B10. Respondent's Costs and Expenses	5
B11. No Contract	5
Submission Instructions	5
B12. Submission Deadline	5
B13. Information Submission	5
B14. Form A: Request for Information Application (Section A)	6
B15. Prices	7
B16. Product Functionality, Specifications, Features, and Technical Details (Section B)	7

PART B - REQUEST FOR INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Information:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Calendar Day"** means the period from one midnight to the following midnight;
- (c) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) **"City Contact"** means the City's representative throughout the duration of the Request for Information who has the authority to act on behalf of the City to the extent expressly provided for in this Request for Information.
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"may"** indicates an allowable action or feature which will not be evaluated;
- (g) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (h) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (i) **"Respondent"** means any Person or consortium submitting an Information Submission in response to this Request for Information;
- (j) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (k) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (l) **"Submission or Information Submission"** means that portion of the Request for Information which must be completed or provided and submitted by the Submission Deadline;
- (m) **"Submission Deadline"** means the time and date for final receipt of Submissions.

B2. PURPOSE OF THE REQUEST FOR INFORMATION DOCUMENT

B2.1 The purpose of this Request for Information (RFI) is to identify Respondents to provide structural firefighting helmets for the purpose of trial and evaluation in advance of future purchasing.

B2.2 The City invites qualified individuals to submit an Information Submission in response to this RFI in order to evaluate and trial structural firefighting helmets for the purpose of developing a specification.

B2.3 After receiving the Submissions to this RFI, the City will review all Submissions received and use the information to further the development of specifications which may form a future Request for Qualification and/or Request for Proposal.

B3. CONFLICT OF INTEREST AND GOOD FAITH

B3.1 Respondents, by responding to this RFI, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B3.2 Conflict of Interest means any situation or circumstance where a Respondent or employee of the Respondent proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Information Submissions or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Respondent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFI process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFI process) of strategic and/or material relevance to the RFI process or to the Work that is not available to other respondents and that could or would be seen to give that Respondent an unfair competitive advantage.

B3.3 In connection with its Information Submission, each entity identified in B3.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFI process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B3.4 Without limiting B3.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Respondent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B3.5 Without limiting B3.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Respondent that fails to disclose a perceived, potential or actual Conflict of Interest of the Respondent or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Respondent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B3.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Respondent if the Respondent, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B3.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B4. SCHEDULE

- B4.1 The City intends to:
- (a) review the Information Submissions and contact Respondents to arrange for the purchase of the required number of helmets for trial
 - (b) Conduct the trials and evaluations at a time scheduled by the Winnipeg Fire Paramedic Service.
- B4.2 Details on the RFQ/RFP schedule may be provided to the Respondents at the completion of the RFI stage, if applicable.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the City Contact identified in B6.
- B5.2 Any Respondent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the City Contact.
- B5.3 If the Respondent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Respondent shall promptly notify the City Contact of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the City Contact, require a correction to or a clarification of the RFI will be provided by the City Contact to all Respondents by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the City Contact, do not require a correction to or a clarification of the RFI will be provided by the City Contact only to the Respondent who made the enquiry.
- B5.6 The Respondent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the City Contact in writing.

B6. CITY CONTACT

- B6.1 The City Contact is:
- Scott Wilkinson
A/ Project Manager
Training and Safety Equipment
Telephone No. 204- 986-8294
Email:swilkinson@winnipeg.ca

B7. ADDENDA

- B7.1 The City Contact may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFI, or clarifying the meaning or intent of any provision therein.
- B7.2 The City Contact 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.
- (a) The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

- B7.3 The Respondent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.4 The Respondent should acknowledge receipt of each addendum on Form A: Request for Information Application.
- B7.5 Notwithstanding B5, enquiries related to an Addendum may be directed to the City Contact indicated in B6.

B8. CONFIDENTIALITY AND PRIVACY

- B8.1 Information provided to a Respondent by the City or acquired by a Respondent 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 City. The Respondent shall not make any statement of fact or opinion regarding any aspect of the RFI and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B8.2 The protection of personal information and privacy will be fundamental aspects of the Project. Respondents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Respondents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B8.1 To the extent permitted, the City shall treat all Submissions as confidential. However, the Respondent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B8.2 All Information Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Information Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B8.3 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

B9. NON-DISCLOSURE

- B9.1 Respondents must not disclose any details pertaining to their RFI and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Respondents shall not issue a news release or other public announcement pertaining to details of their Information Submission or the selection process without the prior written approval of the City.
- B9.2 Respondents are advised that an attempt on the part of any Respondent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the City Contact with respect to this RFI solicitation, may lead to disqualification.

B10. RESPONDENT'S COSTS AND EXPENSES

B10.1 Respondents are solely responsible for their own costs and expenses in preparing and submitting an Information Submission and participating in the RFI, including the provision of any additional information or attendance at meetings or demonstrations of the product(s).

B11. NO CONTRACT

B11.1 By submitting an Information Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this RFI, and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Respondent.

B11.2 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFI at any time.

SUBMISSION INSTRUCTIONS

B12. SUBMISSION DEADLINE

B12.1 The Submission Deadline is 4:00 p.m. Winnipeg time, Friday April 5, 2019.

B12.2 The City Contact or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B12.

B12.3 Information Submissions will not be opened publicly.

B12.4 The Information Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFI number and the Respondent's name and address.

B12.5 Information Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B12.6 Information Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B13. INFORMATION SUBMISSION

B13.1 The Information Submission should consist of the following components:

- (a) Form A: Request for Information Application (Section A);
- (b) Form B: Prices.

B13.2 All requirements of the RFI should be fully completed or provided, and submitted by the Respondent no later than the Submission Deadline, with all required entries made clearly and completely.

B13.3 Respondents are advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B13.4 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

B13.5 Respondents should submit one (1) unbound original (marked "original").

B13.6 The City reserves the right to make additional copies of all Submissions for its internal review process.

B14. FORM A: REQUEST FOR INFORMATION APPLICATION (SECTION A)

B14.1 Further to B13.1(a), the Respondent should complete Form A: Request for Information Application, making all required entries.

B14.2 Paragraph 2 of Form A: Request for Information Application shall be completed in accordance with the following requirements:

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

B14.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B14.2.

B14.3 In Paragraph 3 of Form A: Request for Information Application, the Respondent shall identify a contact person who is authorized to represent the Respondent for purposes of this RFI.

B14.4 Paragraph 7 of Form A: Request for Information Application should be signed in accordance with the following requirements:

- (a) if the Respondent is sole proprietor carrying of business in his/her own name, it shall be signed by the Respondent;
- (b) if the Respondent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Respondent 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 Respondent is carrying on business under a name other than his/her 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.

B14.5 The name and official capacity of all individuals signing Form A: Request for Information Application should be printed below such signatures.

B14.6 All signatures should be original.

B14.7 If a Submission is submitted jointly by two or more persons, the word "Respondent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Respondents in the Submission, shall be both jointly and several.

B15. PRICES

- B15.1 The bidder shall state a price in Canadian funds for each item of the Work identified in Form B: Prices.
- B15.2 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 the PST), which shall be extra where applicable and all charges governmental or otherwise paid,
 - (d) Profit and compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith,
- B15.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable
- B15.4 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B15.5 The quantities for which payment will be made to the Respondent are to be determined by the Work actually performed and completed by the Respondent, to be measured as specified in the applicable Specifications.

B16. PRODUCT FUNCTIONALITY, SPECIFICATIONS, FEATURES, AND TECHNICAL DETAILS (SECTION B)

- (a) The Respondent should provide pricing for structural firefighting helmets to be delivered within fourteen (14) days of request by the City Contact for purposes of trial and evaluation.
 - (b) The City will purchase the structural firefighting helmets from the respondents offering the lowest price in the event of any submission of identical models from the same manufacturer.
 - (c) Supply and delivery of the indicated equipment shall be arranged by the City Contact.
- B16.2 The Respondent should be available for one (1) demonstration session as scheduled by the WFPS within fourteen (14) days of request by the City Contact.
- B16.3 Further to B16.1, the Respondent should provide the following equipment according to the listed specifications.
- (a) Structural firefighting helmets that should:
 - (i) Be compliant with NFPA 1971-2018;
 - (ii) Be less than 1.78 kg in weight;
 - (iii) Include an interiorly retractable face shield/visor or option for same;
 - (iv) Possess interior/soft components that are easy to change and clean for hygiene purposes;
 - (v) Be of non-leather shell construction.
 - (b) Any and all optional or value added accessories applicable to the indicated helmet for evaluation by the WFPS.