



Department of Finance  
Procurement Services

REQUEST FOR PROPOSAL  
Tender Number: 5150  
Closing Date: 8-November-2018  
Closing Time: 12:00PM AST

## Fire Extinguisher Inspections and Service – Public Schools Branch

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### 1. Check for changes to this request

Before submitting this proposal, visit the Procurement website [www.princeedwardisland.ca/en/tenders](http://www.princeedwardisland.ca/en/tenders) to see if any Addenda detailing changes have been issued on this tender. Changes may be posted up until the tender closing time. It is your responsibility to acknowledge and take into account **ALL ADDENDA**.

### 2. Give your business information (please print)

Name of Company: \_\_\_\_\_  
(If you are not a registered company, give your name)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

HST/GST Registration Number (BN): \_\_\_\_\_ (leave blank if NOT applicable)

### 3. Review the following documents, which will form part of your proposal

All documents can be found on the Procurement Services website at [www.princeedwardisland.ca/en/tenders](http://www.princeedwardisland.ca/en/tenders).

- **Atlantic Standard Terms and Conditions**
  - **Applicable Trade Agreements**
  - **This tender opportunity is issued in accordance with the provisions of the Atlantic Procurement Agreement. Vendors are encouraged to read the Atlantic Provinces Standard Terms and conditions, prior to submitting any bid. The tender results will comply with section 29.1 of the Atlantic Standard Terms and Conditions, and will be extended to include the broader public sector (MASH).**
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#### 4. Additional Information

- Prices are to be in Canadian Funds.
- Price to include: Freight & Delivery.
- Each item is regarded as a separate tender and the Province reserves the right to accept all or any portion thereof. Awarded items may be split between two (2) or more vendors.
- The results of this tender shall be open for a period of **30 days** to all Government Departments, Crown Corporations, Agencies, Boards and Commissions including the Broader Public Sector as described in the Atlantic Standard Terms and Conditions (MASH Sector).  
<http://www.atlanticsuppliers.ca/acts-regulations/atlantic-provinces-standard-terms-and-conditions-goods-and-services/>
- Vendors are advised that all documents forming part of the RFQ process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available at:  
<https://www.princeedwardisland.ca/en/legislation/all/all/a>

#### 5. Give your delivery and payment terms

<b>Delivery Required by:</b>		<b>Goods will be delivered by:</b>	
<b>Delivery Location:</b>			
<b>FOB:</b>	Destination <input type="checkbox"/>	Other <input type="checkbox"/>	(Please Specify) _____
<b>Payment Terms:</b>	Net 30 <input type="checkbox"/>	Other <input type="checkbox"/>	(Please Specify) _____

#### 6. Acknowledge receipt of addenda (if any)

<b>ADDENDUM</b>	<b>SIGNATURE</b>
Addendum #1	
Addendum #2	
Addendum #3	

Were there more than three addenda for this proposal?                      YES                      NO

Indicate the number of additional addenda you have received.

Please sign indicating that you acknowledge the additional addenda noted above \_\_\_\_\_

\_\_\_\_\_

## 7. Sign your Proposal

I confirm that the information I provided on this proposal is complete and accurate and that I am authorized to sign on behalf of the company.

Name (please print): \_\_\_\_\_ Position or Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 8. Submit Proposal To:

### **PUBLIC SCHOOLS BRANCH**

Stratford Office

2-234 Shakespeare Drive

Stratford, PE C1B 2V8

(Mailing Address: PO Box 8600, Charlottetown, PE C1A 8V7)

Or

### **PUBLIC SCHOOLS BRANCH**

Summerside Office

250 Water Street, Suite 201

Summerside PE C1N 1B6

When submitting your bid to the above address, please ensure your company name and tender number are clearly marked on the outside of the envelope.

Acceptable methods to submit your bid; courier, mail, or hand deliver.

E-mail submissions are not accepted.

## 9. CONTACT INFORMATION

### **About the good or service:**

**Name: Blake Crockett**

**Phone: 902-368-6815**

**E-mail: bocrockett@edu.pe.ca**

### **About the procurement process:**

**Procurement Officer: Melanie Barlow**

**Phone: 902-368-4042**

**E-mail: mcbarlow@gov.pe.ca**

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**APPENDIX A:**

**TENDER SPECIFICATIONS:**

**Fire Public Schools Branch  
Request for Proposals  
Fire Extinguisher Inspections and Service**

**Overview**

The Public Schools Branch is seeking requests for proposal for annual fire extinguisher inspections and service. These annual inspections and service will include various extinguishers at fifty-six schools and three maintenance shops located across Prince Edward Island.

**Vendor Requirements**

Proponents must be Underwriters' Laboratory of Canada (ULC) Listed/Certified in Fire Suppression. Proof of this certification is required with each proponents bid proposal.

**Service Requirements**

Annual inspections must be completed at all Public Schools Branch schools, maintenance and branch locations. Inspections need to be in accordance with industry standard NFPA 10-2018 which provides requirements to ensure that portable fire extinguishers will work as intended to provide a first line of defense against fires of limited size.

Upon inspection, if deemed a fire extinguisher is deemed as not meeting standard, the proponent will need to provide a recharge, service or a new fire extinguisher of same brand/size. These additional services will be paid on an item by item basis by the Public Schools Branch.

**Pricing**

A pricing sheet labelled appendix A is included with this document. Within this sheet, it listed the types of extinguishers that are present within Public Schools Branch premises. Please complete the pricing columns for Inspection, Recharge, Service and Replacement.

**Contract**

Once awarded, the successful proponent and the Public Schools Branch will complete a contract. This contract will be for two years with an additional one year option at the discretion of the Public Schools Branch. A blank copy of the contract is included in this document labelled Appendix B.

**Awarding**

**Only** vendors with ULC Certification in Fire Suppression will be considered (ensure proof of certification is included in bid proposal).

Vendors **must** be able to provide inspections according to NFPA 10-2018 industry standard (ensure proof of ability is included in bid proposal).

Finally, proponent proposals meeting the above required criteria will be scored on price (ensure the pricing sheet, appendix A is completed and included in bid proposal). Inspection fees will be weighted at 40%, Recharge Fees will be weighted at 20%, Service Fees will be weighted at 20% and Replacement Cost will be at 20%.

**Public Schools Branch**  
**APPENDIX A**  
**Fire Extinguisher Inspection and Service**  
**Tender Pricing Sheet**

SIZE	TYPE	INSPECTION FEE	RECHARGE FEE	SERVICE FEE	REPLACEMENT PRICE
2.5 lb	ABC				
5 lb	ABC				
10 lb	ABC				
20 lb	ABC				
25 gal	ABC				
10 lb	BC				
2.5 L	Class K Range Hood				
6 L	Class K				
5 lb	C02				
10 lb	C02				
5lb	PK Purple K				
10 lb	PK Purple K				
	Protex Fire System				
2.5 gl	P/H20				
2.5 lb	P/W				
20 lb	P/W				
2.5 gal	P/W				
	Fire System				
1.25 gal	Fire System - Range Guard				
4 gal	Range Guard				

2.5 gal	Range Guard Suppression System				
46 L	Range Hood				
	Fire Suppression System				
2.56 L	Water				
2 1/2 6 L	Water				
2.56 L	Wet Chemical				
46 L	Wet Agent System				

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**Company Representative**

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**Date**



**Public Schools Branch**  
**APPENDIX B**  
**Fire Extinguisher Inspection and Service**  
**Sample Blank Contract**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ .

BETWEEN:

(hereinafter referred to as the "Branch")

OF THE FIRST PART

AND:

(hereinafter referred to as the " Contractor ")

OF THE SECOND PART

WHEREAS the Branch wishes to engage the services of the Contractor to carry out the work of testing, recharging, servicing and/or replacing of all sizes and types of fire extinguishers, systems and equipment as listed in SCHEDULE "A" herein;

AND WHEREAS the Contractor has agreed to provide the Branch with these services on certain terms and conditions;

NOW THEREFORE the parties agree that the terms and conditions of their relationship are as follows:

**Covenants of the Contractor and the Branch**

1. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the tender request in a manner satisfactory to the Branch.
2. The contract will be for a term of two (2) years from the day of signing with an additional one year option at the discretion of the Public Schools Branch.
3. Subject to the termination clause, the term of this agreement shall commence on the \_\_\_day of \_\_\_and end on the \_\_\_ day of \_.

**Payments, Records and Accounts**

4. The Contractor shall follow the procedure described below to obtain payment for services rendered.

Payment will be issued upon completion and inspection of each job. If deficiencies are present, monies will be withheld until they are corrected.

## **Conditions and Records of Employment**

5.
  - a. The parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in paragraph 3 hereof.
  - b. The parties agree that entry into this agreement will not result in the appointment or employment of the Contractor as an officer, clerk or employee of the Branch, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
6.
  - a. The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax or any other similar matter which the Contractor as a self-employed person or organization may be required by law to make in connection with the work to be performed under this Agreement.
  - b. The Contractor agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal legislation which may have application to the work being performed under this Agreement.
  - c. The Contractor, before undertaking any work under this Agreement, shall provide a certificate of good standing by the Workers Compensation Board.
  - d. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap W-3, the *Workers Compensation Act* R.S.P.E.I. 1994 Cap 67, or any other laws that impose obligations in the nature of employer's obligations.
  - e. The Contractor agrees to accept the full cost of doing those things required under sub-paragraphs 5 (a), 5 (b), 5 (c), and 5 (d) above, and will not charge or seek reimbursement from the Board in any way.

## **Administration**

6. The work is to be performed at all schools (56) and maintenance shops (3) in the Public Schools Branch.
7. The Branch shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement.

## **Termination of Agreement**

7. Notwithstanding other provisions of this Agreement, the Branch may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of the Branch and either delivered to the Contractor or mailed to the Contractor's address at the last known place of business. The Branch reserves the right to terminate this Agreement due to but not limited to the following: unsatisfactory service, use of unspecified equipment,

cancellation of insurance, unlicensed operators or unregistered equipment. This agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against the Branch, except for the following: The Contractor will be paid pursuant to and in accordance with paragraph 2 for the work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by the Branch or the Contractor on account.

8. In the event that a contracted school has been subject to final closure (the school has ceased operations), the contracted grass cutting services outlined in Schedule "A" (The Work), will be terminated with no financial obligation remaining with the Public Schools Branch.
9. Notice in this agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

### **Confidentiality and Copyright**

10. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor will not directly or indirectly disclose or use it for purposes unrelated to the agreement at any time without first obtaining the written consent of the Branch, unless the information, knowledge or data is generally available to the public.

### **Freedom of Information and Protection of Privacy Act**

11. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*. The Contractor may be consulted prior to release of any information.
12. Contractors whose work for the Branch involves the collection or use of personal information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.

### **Indemnification and Assumption of Liability**

13. The Contractor shall indemnify and hold harmless the Branch, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

### **Insurance Requirements**

14. The Contractor shall, without limiting his obligations or liabilities herein, and at his own expense,

provide and maintain the following insurances in forms and amounts acceptable to the Branch.

- (a) The Contractor shall have Commercial General Liability coverage in an amount not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence against bodily injury and property damage. The Branch is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
  - (a) Blanket Written Contractual Liability;
  - (b) Personal Injury Liability;
  - (c) Non-owned Automobile Liability;
  - (d) Cross Liability;
  - (e) Operation of Attached Machinery.

Commercial General Liability insurance shall be endorsed to provide the Branch with thirty (30) days advance written notice of cancellation or material change.

- (b) Automotive liability coverage (Standard Automobile Policy) on all vehicles, the subject of this Agreement, owned, leased, operated or licensed in the name of the Contractor, in an amount not less than Two Million Dollars (\$2,000,000.00).
- (c) The Contractor has permission from the Branch to use subcontractors that the Contractor is required to ensure that each sub-contractor also carries the same insurance required by this contract.

All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Branch nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

A Certificate(s) of Insurance and any renewals thereof, shall be furnished to the Branch prior to commencement of work by the Contractor and must be updated as required during the Term. Public Schools Branch Certificate of Insurance form – SCHEDULE “B”.

The policies required by this Agreement shall be in a form and with insurers satisfactory to the Branch. Default of delivery or receipt by the Branch shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

### **Disputes**

- 15. In the event of a dispute, the parties agree to negotiate in good faith in order to find a resolution. In the case of a serious dispute where no resolution is reached within 30 days, the parties agree to resolve their dispute in accordance with the Arbitration Act, R.S.P.E.I. 1988, Cap. A.

### **Entire Agreement**

16. This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Branch. If the Contractor is unable to perform the services described in "Schedule A" for a period of time due to illness, mechanical breakdown or any other reason, the Contractor shall arrange for a subcontractor to perform the services and pay the subcontractor directly for the performance of those services. The Contractor shall obtain consent of the Branch prior to the subcontractor commencing performance of the services.
17. This agreement shall ensure to the benefit of and be binding upon the parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.
18. This agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
19. This agreement, including Schedules A" and "B" constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.
20. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

**IN WITNESS WHEREOF** the parties thereto have executed this Agreement as of the day and year above written.

**SIGNED, SEALED & DELIVERED )**

in the presence of:

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**"Public Schools Branch"**

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**SIGNED, SEALED & DELIVERED )**

in the presence of:

\_\_\_\_\_

**" Contractor "**

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