

TENDER DOCUMENT
RFP #4972

Department of Family and Human Services
Housing Services

Various Sites

Sprinkler Testing and Maintenance
April 1, 2018 to March 31, 2021

*****BID FORM*****

**Department of Family and Human Services
Housing Services**

**Sprinkler System Testing and Maintenance at various Seniors Housing buildings as per
attached draft contract - April 1, 2018 to March 31, 2021**

Signed, sealed tenders will be accepted until Wednesday February 28, 2018, 2:00 p.m. (Atlantic Standard Time)

Tenders submissions are to be returned in a sealed envelope clearly marked:

Sprinkler System Testing and Maintenance - Various Sites

to:

Department of Family and Human Services
Housing Services
Sherwood Business Centre
161 St. Peters Road
PO Box 2000
Charlottetown, PE
C1A 7N8

Please place your “**price per year**” below as per the specifications described in the attached draft contract. Bids are to INCLUDE all applicable taxes.

Bid (including applicable taxes)	April 1, 2018 to March, 2019	April 1, 2019 to March 31, 2020	April 1, 2020 to March 31, 2021	Total Bid
Seniors Housing Buildings				

Please note the following:

- The term of the contract shall be for three years as follows:
 - 2018-2019 - April 1, 2018 to March 31, 2019
 - 2019-2020 - April 1, 2019 to March 31, 2020
 - 2020-2021 - April 1, 2020 to March 31, 2021
- Lowest or any tender not necessarily accepted - Family and Human Services reserves the right to accept or reject any or all bids.
- Faxed submissions will not be accepted.
- Late submissions will not be accepted.
- The contract will be awarded based on the total bid for the three years to the bidder whose bid provides the greatest value based on quality, service, and price.

- The successful bidder will be required to execute the attached contract, including providing appropriate certificate of insurance and certificate of good standing by the Workers Compensation Board prior to commencing work at any site.
- No site meeting is required. If questions arise, contact 902-368-5770.
- Services may not be contracted with individuals who have not attained the legal age of 18 years.
- This tender includes the following addenda(s):

Addendum #	Date	Initial

I have read and understood the specifications:	
BIDDER'S LEGAL NAME	
Address (include postal code)	
Telephone	
Fax	
Cell	
Authorized Signature	
Date	

THIS AGREEMENT made this _____ day of _____, 2018

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by
the Minister of Family and Human Services

(hereinafter referred to as the “Government”)

OF THE FIRST PART

AND: a body corporate, duly incorporated under the laws of Prince Edward
Island and having its head office at

(hereinafter referred to as the “Contractor”)

OF THE SECOND PART

WHEREAS Government wishes to engage the services of the Contractor to carry out the
services described in Schedule “A” attached hereto;

AND WHEREAS the Contractor has agreed to provide the Government with these services on
certain terms and conditions as more particularly set out in this Agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the
Parties agree that the terms and conditions of their relationship are as follows:

Covenants of the Contractor and the Government

1. The Contractor shall perform the services, assume all those responsibilities and diligently
execute all those duties described in the attached Schedule “A” (the “work”), in a manner
satisfactory to the Government.
2.
 - a. Subject to the termination clause, the term of this agreement shall commence on
the 1st day of April, 2018 and end on the 31st day of March, 2021.
 - b. Subject to the termination clause of this agreement and notwithstanding the date
of signing of this agreement, it is acknowledged by both parties that the
Contractor commenced the performance of the duties as set out to this contract on
the 1st day of April, 2018. It is further agreed that the contract sum of \$ _____
inclusive of all applicable taxes, is the maximum for the project and includes all
amounts which may be owed for the work done since the 1st day of April, 2018.

Payments, Records and Accounts

3. The Government shall make payments to the Contractor in the following manner:
 - a. Payment for work rendered under this Agreement shall be for a fixed lump sum of
\$ _____, inclusive of all applicable taxes. The Government shall pay the
Contractor as described in Schedule “A”. The payments described herein shall be
paid upon the basis of the submission of an invoice by the Contractor. Such
invoice shall be submitted to the Government and the Government shall pay the
amount owing within 30 days of receipt. The invoice shall detail the cost related
to each individual location as listed in Schedule “A”.

Initials _____ / _____
Date _____ / _____

Conditions and Records of Employment

4.
 - 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 the Payments, Records and Accounts section of this Agreement.
 - b. The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
5.
 - 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, Harmonized Sales Tax or any other similar matter which the Contractor 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 and agrees to 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. E-6.2., the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1 or any other laws that impose obligations in the nature of employers' obligations.
 - c. The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
 - d. The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts section of this Agreement.
6. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

Reports and Administration

7. The work is to be performed at the locations set forth in Schedule "A".
8. The Government shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this agreement and direct the activities of the Contractor.

Termination of Agreement

9. Notwithstanding other provisions of this Agreement, the Government 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 Government and either delivered to the Contractor or mailed to the Contractor's address at the last-known place of business. 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 Government, except for the following: The Contractor will be paid pursuant to and in

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accordance with the provisions of the Payments, Records and Accounts section 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 Government or the Contractor on account.

10. 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

11. 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 Government, unless the information, knowledge or data is generally available to the public.

Conflict of Interest

12. The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Contractor of an actual or potential conflict of interest, Government, in its sole discretion, may either:
 - (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
 - (b) terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

13. 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.
14. Contractors whose work for government 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

15. The Contractor shall indemnify and hold harmless the Government, 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.
16. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to Government:

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- a. Commercial General Liability insurance in an amount not less than \$_____ (minimum Two Million (\$2,000,000.00 CAD) Dollars) inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Blanket Written Contractual Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds.
- b. Automobile Liability insurance with limits of at least Two Million Dollars (\$2,000,000) on all vehicles owned, leased, operated or licensed in the name of the Contractor.
- c. The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof, shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

Subcontractors

17.
 - a. The Contractor agrees that the list of names of subcontractors supplied prior to the signing of the Agreement, and attached as Schedule “B” to this Agreement, is the list of subcontractors intended to be used to carry out those parts of the work noted thereon. Said list is subject to approval by the Government, which approval shall not be unreasonably withheld. The Contractor shall not employ any subcontractor to whom the Government may reasonably object. Should the Contractor, subcontract the work or portion of the work to subcontractors, it is the Contractor’s responsibility to ensure the subcontractors meet the insurance requirements contained in paragraph 14 of this contract.
 - b. If the change of any name on the subcontractor list is required by the Government, and the work has to be awarded to a higher bidder, the contract sum shall be increased by the difference between the two bids.
 - c. The Contractor acknowledges that this Agreement does not create any contractual relations between the Government and any subcontractor which the Contractor employs, and the Contractor shall make no such assertions or promises of that nature to any subcontractor.

Entire Agreement

18. This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Government.
19. This agreement shall enure 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.

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 Date _____ / _____

- 20. This agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 21. 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.
- 22. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 23. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 24. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

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

SIGNED, SEALED & DELIVERED)	Government of Prince Edward Island,
in the presence of:)	as represented by the Minister of
)	Family and Human Services
)	
)	
_____)	_____
)	

SIGNED, SEALED & DELIVERED)	
in the presence of:)	
)	
)	
)	
_____)	_____
)	

SCHEDULE "A"

“THE WORK”

**To Contract between the Government of Prince Edward Island and _____
dated the ___ day of _____, 2018**

1. The Contractor shall supply all materials, labour and equipment required to complete sprinkler testing and system maintenance at the following locations:

Building	Street Address	# of Units
Champion Court	9 Champion Court, Charlottetown	61
Cornwall Seniors	51 MacArthur Drive, Cornwall	14
Duvar Court	20 Duvar Court, Charlottetown	38
Haviland Court	24 Haviland Street, Charlottetown	39
Hemlock Court A	19 Hemlock Court, Charlottetown	16
Hemlock Court B	17 Hemlock Court, Charlottetown	20
Park Royal Court	7 Park Royal Court, Charlottetown	40
Queens Court	409 Queen Street, Charlottetown	37
Rankin Court	3 Rankin Court, Charlottetown	14
Cedar Home	178 Station Road, Tracadie	1
Oak Home	171 Station Road, Tracadie	1
Maple Home	159 Station Road, Tracadie	1
Summerside P	22 Frank Mellish Street, Summerside	34

2. The Contractor shall:
- a. inspect and test all components, clean and adjust as required as to NFPA25;
 - b. provide to the Government a quote for all new parts and equipment that is required to bring systems up to NFPA25;
 - c. upon completion of servicing and inspection, place sticker on the panel where applicable;
 - d. provide to the Government a separate paper inspection report.
3. The Contractor shall:
- a. provide detailed dates and times of planned inspections to the Government;
 - b. advise the Government 48 hours before entering buildings to do inspections;
 - c. not access any tenant’s unit unless the tenant is home and will let the Contractor in. If the Contractor can not gain entry to test a device, the Contractor will notify the Government at the end of inspection of that building. The Government will contact the tenant and set up a second date and time with the tenant and Contractor to gain access to the unit and any other areas as outlined in report. This testing will take place within three months of first inspection at no extra cost to the Government;
 - d. sign out keys to the buildings and post notices of when work will take place. These keys must be returned to the Government within one month of the work in this Agreement being complete;
 - e. the Contractor and the Government will exchange contact numbers including cell phones;

Initials _____ / _____
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- f. not carry out any work in this Agreement on Sundays or before 8:00 a.m. and after 6:00 p.m. on weekdays;
- g. not park in tenants' parking spaces nor park anywhere that impedes any sidewalks or entrances to the buildings;
- h. on a daily basis, clean up any debris from carrying out the work in this Agreement and dispose of appropriately;
- i. ensure sprinkler system is working at the end of each work day.

Initials _____ / _____
Date _____ / _____

