



QUOTATION

Item #L-18

Inspection, Recharging and Hydrostatic Testing of Fire Extinguishers - Three (3) Year Term

Note: Bid Submissions will only be accepted via the City's online platform. Refer to Instructions to Bidders #5, Submission of Quotations, for further information.

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Appendix 1 – Specifications

Bid Form

The following information is available for download on the City of Brandon website <https://purchasing.brandon.ca:>

1. Editable Bid Form
2. Sample Agreement

PART A. - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Where in the Quotation Documents where the singular or masculine are used, the same shall be construed as meaning the plural or the feminine or the neuter as the context may reasonably require, and where the following terms are used, the intent and meaning shall be, unless the context otherwise requires, as follows:

“Bidder” means any person submitting a Bid Submission for work, which includes but is not limited to vendor, supplier, firm, contractor, architect, consultant, proponent, or tenderer.

“Bid Submission” means an offer from a Bidder in response to a Bid Solicitation.

“City” means the Municipal Corporation of the City of Brandon.

“Contractor” means supplier, vendor, consultant or service provider who provides goods, services or construction to the City of Brandon.

“Contractor Personnel” means all individuals provided by the Contractor to perform services under the contract including employees, representatives, and consultants of the Contractor or subcontractor and any other individual for whom the Contractor is responsible for by law.

“Quotation Documents” means the Invitation to Bid, these Instructions to Bidders, Supplemental Conditions, the Bid Form, Specifications, and all Addenda.

2. ENQUIRIES

Administrative inquiries and requests for clarification of the Bid process shall be made to the Procurement Manager in writing at purchasing@brandon.ca and must be received not less than five (5) days prior to the date for closing of Bids.

3. PRICING

Prices shall be in Canadian Funds and shall be the total cost to the City of Brandon, including all applicable Federal and Provincial Taxes, duties, license costs, fees, insurance, workers compensation, vacation pay and all other charges, costs and assessments with all items being F.O.B., Various Locations, Brandon, Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

4. RECEIPT OF QUOTATIONS

The Quotation must be received by the method indicated below before 5:00:00 p.m. local Brandon time, **Monday, September 12, 2022** to be accepted as a bona fide Bid Submission.

Bid Submissions must be received by the City before the stipulated closing time. Late Bid Submissions will not be accepted.

5. SUBMISSION OF QUOTATIONS

The Bidder shall submit his Quotation on original or unaltered copies of the Bid Form provided herein. Any information provided by the City on any form must not be altered by the Bidder unless instructed to do so by written Addenda. The Bidder shall initial and date each correction, change, and/or erasure on the Bid Form. The Bid Form shall be clearly signed by the Bidder and shall clearly indicate the address of the Bidder, the Bidder's telephone number, and the date on which the Bid Form was signed by the Bidder.

Bids submitted by a partnership shall be signed and sealed in the name of the partnership by the authorized signing and sealing officers of the company. The name of the company and the names of the company along with titles of the signing officers shall be clearly printed in the spaces provided on the Bid Form.

The Bid Submission shall be submitted to the City by the following method:

Via Online Bidding Platform (E-submission)

One (1) copy of an electronic Bid Submission in .PDF format shall be submitted via the "Submit Online Bid" link for the associated Bid Opportunity on the City of Brandon Purchasing & Tenders website: <https://purchasing.brandon.ca>.

The City utilizes an online bidding platform where electronic Bid Submissions may be submitted until the closing time indicated herein for receipt of Quotations.

The procedure for submitting electronic Bid Submissions can be viewed on the City's Purchasing & Tenders website or by clicking [here](#). Failure to follow the procedure as indicated may result in a Bid Submission not being received. Any failure or delay in the transmission or storage of an electronic Bid Submission is the sole responsibility of the Bidder and not of the City.

The City will ONLY accept electronic Bid Submissions uploaded to the City's online bidding platform. Electronic Bid Submissions sent via e-mail will **not** be accepted. If a Bidder encounters issues uploading an electronic Bid Submission, contact the City's Procurement Services Department at 204-729-2251.

A Bid Submission will only be considered to have been submitted once it has been received by the City in the online bidding platform. The time the Bid Submission is received shall be determined by the City's server time, which is linked to National Institute of Standards & Technology time. Bidders are advised the time the electronic Bid Submission is received is based on when the Bid Submission is received by the City's server.

A confirmation webpage will display advising the Bid Submission was submitted successfully and a confirmation email will be sent. Bidders should not consider their Bid Submission to have been submitted if the confirmation webpage does not display and a confirmation email is not received.

Bid Submissions received via the online bidding platform are held securely and are inaccessible by Procurement Services staff until after the stipulated closing date and time.

Mail, Courier, Hand Delivered, Facsimile or E-mail Submissions Are Not Accepted.

6. ADDENDA

The City shall have the right to amend the Quotation Documents prior to the date set for receipt of Bids. Revisions or clarifications will be issued in the form of Addenda forwarded to all registered recipients of the Documents. Verbal and other interpretations or clarifications will be binding only when confirmed by written Addenda. Bidders shall acknowledge receipt of all Addenda to the Quotation Documents in the space provided on the Bid Form. Failure to acknowledge all Addenda may cause the Quotation to be rejected.

7. ALTERNATE BIDS

Alternate Bid Submissions are accepted. A separate Bid Form offering an alternate may be attached to the Bid Submission, but a Bid Submission in the proper form must be offered complete and in no way be made conditional upon the terms contained in the separate Bid Form. A note "See Alternate Attached" may be added to the Bid Submission.

8. WITHDRAWAL OF QUOTATIONS

A Bidder shall be permitted to withdraw his Quotation, without penalty, if such request is received in writing by the Procurement Manager, prior to the time specified herein for receipt of Bids:

The City of Brandon
410-9th Street
Brandon, MB R7A 6A2

Ph: 204-729-2251
FX: 204-726-8546
E: purchasing@brandon.ca

The City shall retain the Quotation until after the time specified herein for the receipt of Quotations. The submission will be opened to verify that the name and signature of the person requesting the Quotation be withdrawn is the same as the name and signature of the person who submitted the Quotation. If the information is the same, the Procurement Manager will declare the bid withdrawn.

9. REJECTION OF QUOTATIONS

The City reserves the right to reject any or all Quotations, the City in its sole discretion may reject as non-compliant any Quotation which contains omissions, erasures; is ambiguous or unclear as to meaning or intent; is incomplete, illegible, conditional or contains a qualifier; contains any non-requested alterations or additions to the information provided by the City; is obviously unbalanced; or fails to comply sufficiently with the Instructions to Bidders. The City may, in its sole discretion, waive any and all defects, informalities, and accept any Quotation, as compliant, which it considers is in the best interest of the City of Brandon.

10. AWARD AND EXECUTION OF QUOTATIONS

The City reserves the right to cancel this Quotation at any time. The Award of the Quotation, if it is to be awarded, shall be made within sixty (60) calendar days of the date on which the Quotations were opened, unless an extension of the said sixty (60) days is mutually agreed upon in writing between one or more Bidders and the City. Should no award be made within the said sixty (60) days or within any mutually agreeable extension thereof, then all Bidders shall be relieved of any obligation to enter into a Contract.

The award of the Quotation will not be binding until the successful Bidder has received written notification of the award of the Quotation from the Procurement Manager of the City of Brandon. No other act of the City shall constitute an award of the Quotation. The award of the Quotation shall fall under the governing laws of the Province of Manitoba.

The lowest or any Bid will not necessarily be accepted.

PART B. – SUPPLEMENTAL CONDITIONS

The City of Brandon For Inspection, Recharging and Hydrostatic Testing of Fire Extinguishers - Three (3) Year Term

A) Application

- A.1** The City of Brandon requests pricing for the annual inspection, recharging and hydrostatic testing (high & low) of fire extinguishers in City owned facilities and vehicles.
- A.2** The contract term will be for a three (3) year term from the date of award, where upon it can be renewed for a two (2) year term thereafter, on similar conditions at the written request of the City and written acceptance of the Contractor. Indicate percentage increase/decrease for the subsequent years on the Bid Form.
- A.3** The Contractor shall supply all material, equipment and labor required to perform and complete the Work.
- A.4** The Contractor must comply with all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- A.5** Appendix 1 indicates the minimum specifications.

B) Local License Requirements

Any persons conducting business within the City of Brandon from a Brandon residential address must have a valid Business License. This includes agents from companies that are not based in Brandon but where the agent is conducting his/her business from a Brandon address. Non-compliance will result in rejection of a Bid.

All successful Bidders of construction or service work for the City of Brandon, whether Brandon-based or otherwise, must obtain a City of Brandon License. This is not applicable to suppliers from outside of the City who supply the City of Brandon with goods for the sole use of the City.

Any inquiries on the above should be directed to Municipal Licensing at 204-729-2230.

C) Schedule

The City of Brandon intends to evaluate the Quotations and provide recommendations to Procurement Services within four (4) weeks of Quotations closing.

D) Selection Process/Criteria

- a) Cost.**

The City reserves the right to contact or interview any or all Bidders to clarify their Bid Submission.

The City will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the City retains the right to reject any or all Bids and take into consideration past performance of bidders on similar contracts, both in and out of the City and such other factors the City considers relevant including the timing of services to be provided.

E) Submittal Requirements

Limit the submittal to 8½"x11" pages. Failure to include the following information will render the Bid Submission non-compliant.

Please include the following:

- 1) Bid Form.

Note: Areas highlighted in green on the Bid Form require input. Taxes, subtotal(s) and total will automatically calculate. **The Bid Form must be signed and witnessed to be compliant.**

F) Insurance and Indemnification Requirements

Workers Compensation Number must be current and in good standing.

The Contractor shall be deemed the prime contractor for the project and is solely responsible for construction and public safety at the site and for securing the site at all times to prevent public access. The Contractor shall carry out the work in accordance with the construction safety code in force at the place of work and in accordance with the applicable Workplace Safety and Health Act Regulation for Manitoba. The Contractor shall insure that when work is stopped, the Contractor leaves the Site in a safe and secure manner. At the discretion of the Building Maintenance Chargehand or his/her designate, may require additional safety precautions over and above the codes during the construction.

The Contractor shall at his own expense obtain Comprehensive General Liability (Occurrence form) policy written in the Contractor's name and including the City of Brandon as an additional insured in the amount of not less than \$2,000,000 (two million dollars) inclusive for bodily injury and/or property damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability. A Certificate of Insurance shall be provided prior to commencing work.

G) Contractor's Declaration

The Contractor declares that in bidding for the Work and in entering into a Contract with the City, they are aware of any Orders issued under section 67 of the Public Health Act in response to the ongoing COVID-19 Pandemic, and has taken all necessary steps to ensure compliance with said Orders. The Contractor shall adhere to any COVID-19 procedure and/or protocols by the City that may exceed the requirements set forth in the aforementioned Orders while on City property. The Contractor shall regularly check the Province of Manitoba COVID-19 webpage <https://Manitoba.ca/covid19> for updates and ensure compliance with any future Orders.

The Contractor also declares that in bidding for the Work and entering into a Contract with the City, he shall adhere to any requirements set forth by the City that may exceed the requirements in the Orders issued under section 67 of the Public Health Act in response to the ongoing COVID-19 pandemic.

All public health orders related to COVID-19 procedures and/or protocols are the responsibility of the Prime Contractor. As the Prime Contractor, the Contractor shall ensure any Contractor's Personnel are also in compliance.

APPENDIX 1

**SPECIFICATIONS
ITEM #L-18**

Inspection, Recharging and Hydrostatic Testing of Fire Extinguishers - Three (3) Year Term

The following specifications are the minimum specifications acceptable by the City. Actual specifications may exceed these specifications. Should the quote have additional features that are not in the specifications, include them with the Bid Submission so the Quotation can be fairly evaluated.

A. SCOPE OF WORK

1. General Requirements

- a. The extinguishers that the City has more than one of the same type, may be located in different buildings. A listing of all locations at the date of issue of this Quotation will be provided to the Contractor upon award.

Extinguisher Type	Qty
2.5 lb ABC	5
5 lb ABC	219
10 lb ABC	73
20 lb ABC	26
5 lb CO ₂	8
10 lb CO ₂	15
20 lb CO ₂	2
15 lb CO ₂	2
2.5 gal H ₂ O	1
5 lb Clean Guard	1
Class K	2

- b. The inspections, recharging and hydrostatic testing must be performed in accordance with all applicable codes and standards. Complete documentation of the inspections, recharging and testing (including any deficiencies outside the scope of inspection) shall be recorded. A copy of the report for each building shall be supplied to the Building Maintenance Chargehand upon completion of the inspection. A copy of the report for all vehicle fire extinguishers inspected shall be supplied to the Manager of Fleet Services.
- c. The Contractor shall:
 - i. Have all work performed by qualified employees. The City reserves the right at any time to request the qualifications of the personnel performing the work.
 - ii. Provide a report on conditions and recommendations for repairs to the equipment upon completion of inspection.
 - iii. Sign an agreement with the City of Brandon. A sample agreement has been provided for reference.
 - iv. Invoices must include work order(s) detailing the work performed and be itemized per building or for each individual building. Building Maintenance and Fleet must be invoiced separately.
 - v. Inspection report must accompany the final invoice for the work performed for each building.
- d. Written authorization must be provided by the City prior to the Contractor prior to completing work outside the scope of inspection.
- e. Two (2) weeks notice prior to the inspection(s) must be provided to the City in order to coordinate escorts.
- f. Service requests shall be responded to within two (2) weeks of when the request is made by the City.

2. Building Maintenance Requirements

a. Fire extinguishers are presently installed at the following locations:

Location	Address
A.R. McDiarmid Civic Complex	638 Princess Avenue
Brandon Fire & Emergency Services, Firehall No. 1	120 – 19 th Street North
Brandon Fire & Emergency Services, Firehall No. 2	1301-13 th Street
Brandon Municipal Airport	405 Agnew Drive
Brandon Municipal Cemetery	1901-18 th Street
Brandon Police Services	1020 Victoria Avenue
Civic Administration Building	410-9 th Street
Civic Services Complex (includes Fleet)	900 Richmond Avenue East
Daly House Museum	122-18 th Street
Library/Art Gallery	710 Rosser Avenue
Materials Recycling/Landfill Facility	3300 Victoria Avenue East
Parks Complex (includes Andrews Field)	2020 MacGregor
Transit Comfort Station	8 th Street & Pacific Avenue
Water Treatment Plant	128 – 26 th Street North; 16 th Street Booster Station; 1 st Street Booster Station; 10 th Street Reservoir; 13 th Street Booster Station

b. Current list of fire extinguishers in each location:

Type	Quantity
#1 FIREHALL	
10 LB ABC	19
10 LB CO ₂	1
#2 FIREHALL	
5 LB ABC	2
20 LB ABC	2
A.R. McDIARMID CIVIC COMPLEX	
5 LB ABC	27
10 LB CO ₂	1
BRANDON MUNICIPAL AIRPORT	
2.5 LB ABC	2
5 LB ABC	23
10 LB ABC	8
5 LB CO ₂	3
10 LB CO ₂	1
15 LB CO ₂	1
BRANDON POLICE SERVICES BUILDING	
5 LB ABC	20
BRANDON MUNICIPAL CEMETERY	
5 LB ABC	3
10 LB CO ₂	2
CIVIC ADMINISTRATION BUILDING	
5 LB ABC	18
10 LB ABC	2
5 LB CO ₂	3
10 LB CO ₂	2
5 LB Clean Guard	1

Type	Quantity
LANDFILL FACILITY	
5 LB ABC	3
10 LB ABC	1
20 LB ABC	6
15 LB CO ₂	1
MATERIALS RECYCLING FACILITY	
2.5 LB ABC	1
5 LB ABC	13
10 LB ABC	2
20 LB ABC	2
LIBRARY	
5 LB ABC	2
10 LB ABC	6
5 LB CO ₂	2
10 LB CO ₂	3
ART GALLERY	
5 LB ABC	1
10 LB ABC	5
10 LB CO ₂	1
PARKS COMPLEX & ANDREWS FIELD	
2.5 LB ABC	2
5 LB ABC	20
10 LB ABC	3
Class K	1
TRANSIT COMFORT STATION	
5 LB ABC	3
DALY HOUSE MUSEUM	
5 LB ABC	6

Type	Quantity
CIVIC SERVICES COMPLEX	
5 LB ABC	38
10 LB ABC	16
20 LB ABC	3
SPORTSPLEX	
2.5 H ₂ O	1
5 LB ABC	14
10 LB ABC	2
Class K	1
Fire Hose	8

Type	Quantity
WATER TREATMENT PLANT	
5 LB ABC	6
10 LB ABC	9
20 LB ABC	13
10 LB CO ₂	4
20 LB CO ₂	2
Fire Hose	4

3. Fleet Requirements

a. Approximate quantities

Type	Quantity
5 LB ABC	250
20 LB ABC	10

- b. Fire extinguishers shall be picked up and serviced every two (2) weeks from the City's Stores department. Pickup scheduled will be determined after award.
- c. Purchase of the following items on an as required basis. The City cannot guarantee any minimum or maximum quantities. Indicate unit price on the Bid Form.
- i. Replacement fire extinguishers – all types and sizes
 - ii. 5 LB mounting bracket for vehicle installation
 - iii. 20 LB mounting bracket for vehicle installation
 - iv. Replacement pins
 - v. Mounting brackets
 - vi. O-ring replacement kits
 - vii. Hose straps
 - viii. Hose clips
 - ix. Hose
 - x. Handles
 - xi. Pressure gauge