TENDER
T -FPS-1503
WALLACE FIRE DEPT. BUILDING

MUNICIPALITY OF COUNTY OF CUMBERLAND
E.D. FULLERTON BUILDING
1395 BLAIR LAKE ROAD, RR#6
AMHERST N.S B4H 3Y4

CONTACT: Mike Carter 902-667-3305
Cumberland County Fire Service Coordinator
mcarter@cumberlandcounty.ns.ca
Municipality of the County of Cumberland

INFORMATION TO TENDERERS

T-FPS-1503

Closing: May 22, 2015

1. TENDER SUBMISSION

Submit completed Tender Form for this project by 1:00 p.m. local time, Friday May 22th 2015 in a sealed envelope clearly marked as follows:

TENDER-T-FPS-1503- WALLACE FIRE DEPT. BUILDING

MUNICIPALITY OF THE COUNTY OF CUMBERLAND
1395 BLAIR LAKSE ROAD, RR# 6
AMHERST, NS B4H 3Y4

ATTENTION: MIKE CARTER, FIRE SERVICE COORDINATOR

2. TENDER OPENING

Tenders will be opened on Friday May 22th, 2015 at the E.D. Fullerton Building, 1395 Blair Lake Rd, immediately following closing at 1:00 pm local time.

3. TIME

Time is of the essence in all matters arising under this order.

4. CLARIFICATION AND AGENDA

Notify the Coordinator not less than five (5) working days before closing date of any omissions, errors or ambiguities found in these Contract Documents. If the Coordinator considers that correction, explanation or interpretation is necessary; a written addendum will be issued. All addenda will form part of the Contract Documents.

5. REVISION OF TENDER

Revisions shall be submitted only by signed letter delivered. Only the bidder’s entries on the delivered tender offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words. The revision shall not include the total bid price.

6. DELIVERY OF TENDER

The properly completed and executed Tender Offer shall be enclosed in a sealed envelope and must be actually delivered into the possession at the address given in the Information to Tenderer prior to the time and date specified there for the receipt of tender.
7. **TENDERERS TO INVESTIGATE**

Tenderers will be deemed to have familiarized themselves with the existing working conditions which may affect the performance of the contract. No claims for extra compensation resulting from failure to investigate will be paid.

8. **TENDER DEPOSIT**

The Tenderer forwards herewith a certified cheque, Bid Bond or irrevocable letter of credit in the amount of ten percent (10%) of the Contract Price payable to the Municipality of the County of Cumberland and the Tenderer agrees this amount may be forfeited as liquidated damages in the event that the tender is withdrawn after closing or the Tenderer fails to comply with any other provisions of this Tender. The deposit shall be returned to the unsuccessful Tenderer(s) after a Contract has been signed with the successful Tenderer.

9. **REQUEST FOR TENDER-TERMS AND CONDITIONS OF QUOTATION:**

a) Lowest or any tender not necessarily accepted.

b) FORM – Quotations will not be accepted unless properly signed and submitted on this form. Qualifying clauses or exceptions may result in rejection of the quotation.

c) COMPLETION/DELIVERY/CANCELLATION – Time is of the essence and the specified completion/delivery dates should be carefully considered before bidders enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

d) ERRORS – Tender as received shall be considered final and no tender shall be altered, amended or withdrawn after the specified closing date.

e) EVALUATION – In evaluating the Tender, the Municipality may consider criteria, including:
- the proposed price;
- the proposed completion date
- the Tenderer’s ability to complete the work within the scheduled time;
- the Tenderer’s ability to effectively manage and perform the work;
- the Tenderer’s ability to cooperate and work effectively with the Municipality, its consultants and representatives;
- the Tenderer’s ability to present cost saving opportunities which may be appropriate and acceptable to the Consultant and to the Corporation;
- the financial strength and capability of the Tenderer.
f) **RIGHT TO REJECT** – The Municipality reserves the right to reject tenders from any bidder who in the Municipality’s reasonable opinion are deemed incapable of providing the necessary labour, materials, equipment, financing and management resources to perform the work in a satisfactory manner.

g) **LATE TENDERS** – Tenders received after the specified closing time, as shown on the face of this form, will be rejected and returned.

h) **ACCEPTABLE** – This offer is irrevocable and shall remain open for acceptance by the Municipality for a period of SIXTY (60) days from the time and date specified for closing of Tenders.

i) **COSTS** – The bidder acknowledge and agrees that the Municipality of the County of Cumberland will not be responsible for any costs, expenses, losses, damages or liability incurred by the tender as a result of or arising out of submitting a bid for the proposed contract, or due to the Municipality’s acceptance or non-acceptance of their tender.

### 10. CONDITIONS OF PURCHASE

If this tender is accepted, the following conditions of purchase will apply.

**ACKNOWLEDGEMENT/ACCEPTANCE** – The vendor shall promptly acknowledge the order. The written acceptance of this order, or delivery of services, or any part thereof, constitutes an acceptance of the entire order and its conditions.

**QUALITY** – The vendor warrants and agrees that for a period of one year from the date of delivery or performance, the goods or services set out in the order are and shall be supplied or manufactured in a good and workmanlike manner.

### 11. WARRANTY OF TITLE

Title to all materials and equipment shall be furnished free and clear of all liens, charges or other encumbrances.

### 12. LIABILITY

The Bidder acknowledges that he is an independent contractor and shall indemnify, protect and save harmless the Purchaser, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the materials covered by this order or incidental or ancillary thereto.
13. **SCOPE OF WORK**

The Municipality of the County of Cumberland provides funding for 15 fire departments throughout the county with the Wallace Fire Department being part of that group. The Municipality initiated a building survey in 2011 and it was determined there was a need for either full replacement or renovations to a number of its fire departments.

The Municipality of the County of Cumberland is currently seeking bidders to supply quotes on this project. Proponents will be required to supply a bid for the supply and installation of exterior walls and roof systems, exterior doors and windows including man doors and overhead doors. All interior wall framing, all interior doors, windows and required hardware and mouldings including existing doors, windows and any other finish work requirements. Wall and ceiling insulation, vapour barrier and taping and sealing of the barrier, strapping, Gyprock tape, fill, primer and paint and suspended ceiling grid and tile.

The contractor must get the Municipality's approval of proposed construction procedures and schedules prior to beginning construction.

14. **SAFETY CERTIFICATION**

1. Submit with Tender a copy of Tenderer’s current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association, or a recognized safety certified company such as the Nova Scotia Construction Safety Association, and the Province of Nova Scotia Department of Labor.

2. Out of province companies shall submit, with their Tender, a current and valid Letter of Good Standing from their province of origin or from a recognized Safety Association which utilizes an external audit element.

3. Out of province companies may obtain a Letter of Good Standing from the Nova Scotia Construction Safety Association, or a recognized safety certified company, upon submission of documentation verifying training and compliance with the NS OH&S Act and Regulations.

4. In any event, out of province Tenderers will have to satisfy the Municipality in respect to their safety status prior to being awarded a contract.

15. **WORKERS’ COMPENSATION**

A certificate of good standing with the Workers' Compensation Board of Nova Scotia must be provided by the successful bidder prior to execution of the Articles of Agreement.
16. **INSURANCE CERTIFICATE**

A valid certificate showing at least $2,000,000 liability with the Municipality of the County of Cumberland named under additional insured must be provided by the successful bidder prior to the execution of the Articles of Agreement.

17. **CONTRACTOR EXPERIENCE**

Bidders must include a corporate overview outlining their experience in the contracting business. Contractor shall indicate the total number of employees required to do the work and the number of local employees to be hired.

18. **SUPERVISION AND COMMUNICATION**

The contractor will have a project manager on site at all times who is fully qualified to properly direct the project and is experienced with all aspects of the manufacturers recommendations for a complete and proper installation.

19. **ALL QUESTIONS RELATED TO THIS PROJECT ARE TO BE DIRECTED TO:**

NAME: Mike Carter  
TITLE: Cumberland County Fire Service Coordinator  
PHONE: 902-667-3305  
EMAIL: mcarter@cumberlandcounty.ns.ca

20. **OBTAINING DOCUMENTS**

Bids are to be submitted on the official Invitation forms as issued through the Municipality's office; failure to use the correct forms could result in the Bid being rejected.

It is the Bidder's responsibility to obtain Invitation documents at their cost.

Bidders must not alter any portion of the Invitation or associated documents, with the exception of adding the information requested by the Invitation. Bids containing clauses additional to the Invitation that are "qualified" or "conditional" may be rejected.
The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder for any purpose other than the submission of Bids without the permission of the Municipality of the County of Cumberland.

Invitation documents are available directly from the Municipality’s office at 1395 Blair Lake Road, Amherst, NS (E.D. Fullerton Building).


21. Cancellation; No Award

Issuing an Invitation implies no obligation on the Municipality to accept any Bid, or a portion of any Bid submitted. The lowest or any Bid will not necessarily be accepted.

Invitations may be cancelled in whole or in part without penalty, when a) the price Bid exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the Invitation has been issued; c) information has been received by the Municipality after the Invitation has been issued that the Municipality feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

If no compliant Bids are received in response to an Invitation, the Municipality reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The Municipality will be the sole judge of whether there is sufficient justification to cancel any Invitation.

No action or liability will lie or reside against the Municipality in its exercise of its rights under this section.

22. Confidentiality and Freedom of Information

All Bids submitted become the property of the Municipality of the County of Cumberland. By submitting a Bid, the Bidder hereby grants the Municipality a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the Municipality’s right in this area may result in rejection of the Bid.

Bidder’s Bid package may be subject to disclosure under the Province’s “freedom of information” legislation. By submitting a Bid, the Bidder agrees to the
appropriate disclosure of the information supplied, subject to the provisions of the governing law. The Municipality cannot guarantee the confidentiality of the complete content of any Bid after the procurement has been awarded to the successful Bidder.

During the delivery and installation of goods and/or services, the Bidder or Bidder's staff may have access to confidential information belonging to the Municipality. Should this occur, the Bidder must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Bidder's disqualification from any further Invitations issued by the Municipality of the County of Cumberland.

The Municipality is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the Municipality of the County of Cumberland and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. For more information on this Act please click here (http://www.gov.ns.ca/just/IAP/governing_law.asp)

23. Enquiries and Contacts

In case of any dispute over the completeness, accuracy and/or interpretation of any Invitation documents, the versions of such documents held by the Municipality will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the Municipality of the County of Cumberland will not be binding on the Municipality.

Enquiries regarding the Invitation must be made to the contact(s) named in the Invitation documents (or their designates); quote the Invitation number on any correspondence.

If an envelope was included with the Invitation documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Bids.

Enquiries and the responses given may be recorded and may be distributed to all other Bidders as Addenda. No response shall be binding on the Municipality unless made in writing.

All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the Municipality.
24. **ACCURACY OF THE INVITATION; RIGHT TO CLARIFY**

While the Municipality has tried to ensure accuracy in the Invitation, it is not guaranteed or warranted by the Municipality to be accurate, nor is it necessarily comprehensive or exhaustive.

The Municipality will assume that all Bidders have resolved any questions they might have about the Invitation and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Bids.

Nothing in the Invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Invitation or its associated documents.

The Municipality of the County of Cumberland reserves the right in its sole discretion to clarify any Bid after closing by seeking further information from that Bidder, without becoming obligated to clarify or seek further information from any or all other Bidders. However, Bidders are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.
1. **SALUTATION**

.1 To: Municipality of the County of Cumberland  
    1395 Blair Lake Road, RR #6  
    Amherst, NS B4H 3Y4

    **ATTENTION:** Mike Carter  
    Cumberland County Fire Service Coordinator

.2 For: **T-FPS-1503 WALLACE FIRE BUILDING**

.3 From: __________________________________________________________

2. **TENDERER DECLARES:**

.1 That this tender was made without collusion or fraud.

.2 That he has carefully examined the proposed work; familiarized himself with local conditions, including labor conditions; carefully examined the Contract Documents and taken all the foregoing into consideration in preparation of this Tender.

.3 That addenda numbers _______ to __________ inclusive were carefully examined.

3. **TENDERER AGREES:**

.1 To enter into a contract to supply all labour, material and equipment and to do all work necessary for the price stated in Subsection 4 hereunder, Schedule of Prices.

.2 That this Tender is valid for acceptance for 60 days from Tender Closing.

.3 To provide evidence of ability and experience with the Tender, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.

.4 That failure to enter into a formal contract and give specified Insurance, WCB and Safety Certification documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
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.5 That if certified cheque is forfeited, Owner will retain the difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.

.6 That the Contract Documents include:

.1 Project Documents
   .01. Section 002100 Information to Tenderers
   .02. Section 004143 Form of Tender
   .03. Drawings dated Feb.26th 2015 (Engineer Stamp)

.2 Any addenda as issued and as confirmed in subsection 2.3 of this section.

4. SCHEDULE OF PRICES

For the supply and installation of the Work as stated in Section 13 - Scope of Work in the Information To Tenderers.

Price is to exclude HST.

TOTAL PRICE $ __________________
(EXCLUDING HST)

5. COMPLETION TIME

.1 Tenderer agrees to complete the Work within ____ weeks of written notification of award.
6. **SIGNATURES**

DATED THIS ____ DAY OF __________, 20 ____________.

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Name and Title of Signing Officer (Printed)

Witness

Name and Title (Printed)

Witness

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

**NOTE:** Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.