



March 10, 2020

REQUEST FOR TENDERS
TOWN OF GRAND FALLS
TENDER **03-10-2021**

**GRAND FALLS FIRE STATION
TERMS & CONDITIONS**

CLOSING: WEDNESDAY, APRIL 14, 2021
2:00 P.M. (local time)

1. DESCRIPTION: as attached specifications

****Please check the site regularly in case of Addendum.****

2. **TENDERS SHALL BE IN A SEALED ENVELOPE CLEARLY SHOWING THE TENDER NAME AND NUMBER, TENDER CLOSING DATE AND COMPANY'S NAME ON THE FRONT OF THE ENVELOPE.**

TENDERS MAY BE DELIVERED OR MAILED TO TOWN OF GRAND FALLS / OFFICE OF THE TOWN CLERK / 131 PLEASANT STREET, SUITE 200, GRAND FALLS, N.B. E3Z 1G6

3. Tenders must be received at the office of the Town clerk before WEDNESDAY, APRIL 14, 2021 - 2:00 P.M. (local time). Tender opening will be live on Facebook.

One set of printed Bid Documents may be obtained upon payment of \$350.00 plus taxes to Town of Grand Falls which will be non-refundable. These documents can be procured at the office of Town of Grand Falls at 131 Pleasant Street, Grand Falls, NB.

4. **TENDER VALID FOR**

The Town shall, within thirty (30) working days of the public tender opening for the contract, notify the successful tenderer by mail delivery that they are the successful tenderer.

5. **TENDER BINDING**

A tender is binding upon the person(s) submitting the tender until such time as they receive formal notification by facsimile (fax), e-mail or mail of the rejection of their tender but in no

case unless, as successful tenderer, they have received notification shall it be binding upon them for more than thirty (30) working days, from the date of public tender opening, unless requested by the Town and agreed to by the tenderer in writing.

6. All bids shall be submitted on the forms supplied by the Town of Grand Falls.
7. All tender forms must be completed in their entirety. Submissions not entirely completed could be rejected without further consideration.
8. All terms and conditions of this tender are assumed to be accepted by the bidder by means of their signature on the submission, and that all the terms and conditions of this tender are incorporated in their submission.
9. Bidder Experience: Please include past experience.
10. The lowest / highest or any tender will not necessarily be accepted.
11. The Town of Grand Falls reserves the right to reject any or all bids, or to accept separate items in the bid unless the bidder denies this right.
12. All costs in the preparation and presentation of the replies to this tender, shall be wholly absorbed by the bidder.
13. All prices include packing, packing cases, transport or carrier and loading charges, unless otherwise stated in the tender.
14. All submissions to this tender, and supporting documentation, shall become the property of the Town of Grand Falls.
15. Upon acceptance of the tender by the Town, the bid form and the documents referenced in it constitute a legally enforceable agreement and supersede all previous representations, negotiations or discussions.
16. The Bidder acknowledges it is the Bidder's sole responsibility to ensure they have received all addenda prior to submitting their tender and that all Addenda are incorporated into this tender.
17. Unless otherwise stipulated, goods and materials are to be unused and of current production.
18. Tenders must be dated and signed by the appropriate official of the firm.
19. Each tender must be accompanied by a Bid Bond in the amount of 10% of the tender price, payable to the Town of Grand Falls.
20. All information supplied on the Tender Form or other, must be clear and legible.
21. All recipients of this tender will be notified in writing regarding any changes made to this document for purposed of clarification. Please note that tenderers who obtain documents through the NBO or Town of Grand Falls website are responsible to check the sites

regularly in case of Addendum.

22. All prices are to be extended and totalled. In the case of error in the extension of prices, the unit price shall prevail.
23. See plans for further instructions.
24. All work completed by the successful bidder shall be in accordance with all specifications specified in the plans included in this tender package.
25. **SUBSTITUTIONS**

Some terminology may be used in this tender that would imply or denote a particular vendor. Such usage is not to be construed as restrictive in any way. Comparable products should be substituted where appropriate unless a specific product is requested. Substitutions offered must be of equal quality and be clearly identified. Tenders offering substitutions must include with the submission, specifications, data and literature. Bidders must be prepared to provide samples if required.

26. All prices quoted to be in Canadian Dollars, including Canadian Custom Duties, Excise Taxes and to be net Prices.
27. All taxes are extra.
28. **DISPUTES-ARBITRATION**

Any claim which the Contractor or the Town of Grand Falls may have based on any dispute or difference of any kind whatsoever arising out of the Contract shall be referred by the Contractor

or Town of Grand Falls in writing not later than ten (10) working days after the occurrence giving rise to such disputed difference. Correspondence shall contain a concise statement of the relevant facts.

The claim made to the Town of Grand Falls shall be settled by the Chief Operating Officer (CAO) who shall communicate the decision in writing within ten (10) days of the date of receiving written notification. The Contractor shall proceed with the contract with all due diligence in accordance with the Contract whether or not such claim shall be referred to arbitration as hereinafter provided.

Except in those circumstances where it is provided in the contract the decision of the CAO shall be final. Any dispute or difference persisting after delivery of the CAO's decision, shall be referred to arbitration in accordance with the Arbitration Act and action must be taken within thirty (30) days.

An application for arbitration shall be accompanied by security in the amount of One thousand Dollars (\$1,000.00) to apply to the cost of arbitration. The arbitration shall be by a Board of three (3) members. Either party shall notify the other party in writing of its desire to submit the dispute or difference to arbitration or a notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the Notice shall, within seven (7) days, inform the other party of the name of its appointee to the Arbitration Board. The two members, so selected, shall within five (5) days of the appointment of the second of

them appoint a third person who shall be Chairman.

The Arbitration Board shall determine responsibility for costs and shall include recommendation for payment in the award decision. The decision of the arbitration will be binding.

Reference to arbitration by the Contractor as herein provided shall be a condition precedent to any legal action with respect to any dispute or difference of any kind whatsoever which the Contractor may have with the Town arising out of the contract or work.

29. PERMITS AND LICENSES

The Contractor shall obtain and pay for all licenses and permits which may be required to comply fully with laws, ordinances and regulations of the proper public authorities, in connection with this contract.

30. RESPONSIBILITY

The successful bidder shall be responsible for all damages and shall indemnify and save the Town harmless from and against all damages and liability, which may arise out of the failure of the Contractor to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.

31. ENVIRONMENTAL AND ARCHAEOLOGICAL REQUIREMENTS

The Contractor shall carry out this contract in compliance with the various federal, provincial and municipal acts, regulations, and policies involving protection of the environment, and any approvals or permits issued to the Town of Grand Falls, or the Contractor therewith.

32. SAFETY - NEW BRUNSWICK OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor is required to notify Workplace NB prior to starting any work under Town contract.

All work done under Town contract must comply with the New Brunswick Occupational Health and Safety Act.

33. IN CASE OF TIED BIDS

The Town will determine the successful bidder with a coin toss in case of tied bids.

34. QUERIES

For further details or technical information, please email Peter Michaud, CAO/Clerk at vgs-tgf@nb.aibn.com.



**TOWN OF GRAND FALLS
TENDER 03-10-2021**

**GRAND FALLS FIRE STATION
TENDER PRICE SHEET**

Company Name: _____

Mailing Address: _____

Contact Person & Title: _____

Telephone Number: _____

Email Address: _____

Grand Falls Fire Station Price: _____
(Excluding taxes)

I/ WE HEREBY AGREE THAT this submission is made in accordance with and in consideration of requirements and instructions herein contained.

DATED this _____ **day of** _____, **2021.**

Name (please print): _____

Authorized Signature: _____

Town of Grand Falls

This document is the document referred to as “Insurance Schedule” in the contract entered into on the ____ day of _____, 20__ between the Town of Grand Falls and the Contractor.

Town of Grand Falls

Signed _____
Administrator

Contractor

Insurance Schedule

The Contractor shall provide to the Town of Grand Falls a Confirmation of Insurance as required by the Town of Grand Falls which shall be signed by an authorized representative of the Insurer.

Commercial General Liability

The Insurance policy required shall include:

- a) an “occurrence” definition of “accident”
- b) the Town of Grand Falls as an Additional Insured
- c) Owners and Contractors Protective Liability
- d) a cross Liability clause
- e) a waiver of subrogation
- f) Blanket Contractual Liability
- g) Products and Completed Operations Liability
- h) Broad Form Property Damage
- i) Non-Owned Automobile Liability
- j) Contingent Employers Liability
- k) Personal Injury extension of Bodily Injury
- l) coverage for machinery attached to vehicles
- m) provision for 30 days advance notice of coverage change to the Town of Grand Falls
- n) Liability Limits of not less than \$2,000,000 or as currently carried by the Contractor whichever is greater

and such policy **shall not** be on a “Claims Made” basis.

Automobile Liability

The Insurance policy required shall include:

- a) Coverage for the liability of all vehicles owned, hired or leased in the performance of the project
- b) Limits of Liability of no less than \$2,000,000 or as currently carried by the Contractor whichever is greater

Special Conditions

- a) Where the term of the project extends beyond the expiry Date of the Contractor's current insurance coverage, the Contractor will provide the Town of Grand Falls with a new Confirmation of Insurance form for the subsequent period within seven (7) days of that expiry date.
- b) The Town of Grand Falls reserves the right to require the Contractor to insure his property, plant and equipment, for such amounts as the Town of Grand Falls deems adequate, and to require the Contractor to file with the Town of Grand Falls evidence of such insurance in a format acceptable to the Town of Grand Falls
- c) The Town of Grand Falls further reserves the right to require the Contractor to carry such other insurances as are deemed appropriate by the Town of Grand Falls having regard to the nature of the project undertaken.
- d) The insurance requirements as set out in this document and supporting forms shall not in any way limit the Contractor's liability arising out of the project, contract, or otherwise.
- e) All insurance requires to be provided and maintained by the Contractor shall not in any way limit the Contractor's liability arising out of the project, contract, or otherwise.
- f) All insurances required to be provided and maintained by the Contractor shall be negotiated for, procured from, and the premium paid to a resident agent of an Insurance Company licensed to do business in the Province of New Brunswick.