

1.0 INSTRUCTIONS TO BIDDERS

1.1 Tenders

- 1.1.1 Tenders will be received up to two o'clock (2:00h p.m.), local time, on the Closing Date, at the office of:

Operations Manager of Procurement
Halifax Regional Municipality
3rd Floor, Duke Tower
5251 Duke Street
Halifax, Nova Scotia

ATTENTION Ms. Anne Feist

- 1.1.2 Tenders must be deposited in sealed envelopes clearly marked as follows:

Tender/Quotation #

PROJECT NAME

- 1.1.3 The Halifax Regional Municipality reserves the right to accept any tender at the price submitted or portion thereof or to reject any or all tenders as the Municipality may determine to be in its best interests.
- 1.1.4 Public opening of the tender will take place in Conference Room, 3rd Floor, Duke Street Tower, Scotia Square, Halifax, N.S., immediately following the closing of the tender.
- 1.1.5 Tenders shall be for a stipulated sum on the form provided without escalator clause or other qualifications. All blank spaces on forms are to be filled in and all items must be bid, unless the tender specifically permits otherwise.
- 1.1.6 Project Documents are non-transferable. Tenders will not be accepted from Contractors that have not obtained the Documents from HRM Procurement, or its designate.
- 1.1.7 Firms submitting bids must have attended the Mandatory Site Visit on the date noted in the tender form or subsequent addenda. Any bids received from firms not attended the Mandatory Site Visit will be rejected.
- 1.1.9 The tender form must be signed in the space provided with the signature of the bidder or of a duly authorized official of the organization bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders. Tenders not properly signed will be rejected.
- 1.1.10 Tenders containing obvious arithmetic errors such as incorrect extensions or misplaced decimals will be accepted where the intent of the bidder is clear. Bid unit prices shall ordinarily be used to correct extensions.

1.2 Deposit and Surety

- 1.2.1 For contracts with a value less than \$100,000, bid surety and contract security is not required

- 1.2.2 For tenders valued at over \$100,000, the bid shall be accompanied by bid security in the amount of 10% of the Lump Sum Price, in the form of a certified cheque, a bank draft, a money order, a bid bond, or any combination thereof, made payable without recourse, to the Halifax Regional Municipality, to be held in escrow and dealt with as called for in the 'Tender Form'.
- 1.2.3 After award, the successful tenderer shall replace the bid surety with a performance bond and Labour & Materials bond. Where the Bid Surety has taken the form of a certified cheque, the security of the successful bidder will be returned when he has fully complied with the conditions for performance surety outlined in the tender documents. .
- 1.2.4 For contracts with a value of \$100,000 to \$250,000 contract security may be in the form of either a bond in the amount of 50% of the Lump Sum Price or alternatively, a certified cheque or irrevocable letter of credit in the amount of 15% of the Lump Sum Price. For contracts with a value greater than \$250,000 but less than \$500,000 contract security may be in the form of a bond in the amount of 50% of the Lump Sum Price or alternatively, a certified cheque or letter of credit in the amount of 20% of the Lump Sum Price. For contracts with a value greater than \$500,000, security will only be accepted in the form of the 50% performance and labour and material bond.

1.3 Contract Documents

Contract documents shall be signed by the contractor within ten days of the written notification of acceptance of this tender. Contract shall be signed in the office of the City Solicitor, Legal Services, 3rd Floor, Duke Tower, 5251 Duke Street, Halifax, N.S.

1.4 Plans and Specifications

Specifications, form of tender, and all pertinent information may be examined and obtained at the office of the Manager of Procurement, Halifax Regional Municipality, 3rd Floor, Duke Tower, 5251 Duke Street, Halifax, Nova Scotia..

1.5 Tender Time Limit

Each contractor submitting a tender shall agree that the tender shall be valid for 90 days from the closing date, the closing date being considered the first day the tender is valid until 12 o'clock noon the 90th day. Should no acceptance be made within this period, the Contractor may, at their option, rule the tender invalid.

1.6 Competency of Bidder

The HRM intends to only contract with responsible bidders who are in the business of providing the goods and/or services bid upon and can provide proof that they can furnish satisfactory performance based on past work experience with the HRM, other companies, or government agencies, and have the financial, managerial, and resource capabilities for the size of project bid upon. Satisfactory performance includes meeting all of the requirements of the various federal and provincial regulations and agencies for completion of work and making payments to subcontractors in a timely basis. The evaluation process may include reference checks, third party credit checks, site visits, and/or your firm may be asked to allow the HRM to complete personal credit and/or criminal record checks if company information is not available or adequate. Bidders found unacceptable during the evaluation process will not be given further consideration.

1.7 Examination of Plans, Specifications and Site

Each bidder, before submitting their tender, shall carefully examine the contract documents and shall visit the site to ascertain all conditions existing, or to be anticipated, which may affect this work. No extra compensation will be allowed for expenses incurred during the progress of the work through failure to visit the site or to study drawings and specifications and make the necessary provisions in their tender price.

1.8 Questions Regarding Plans and Specifications

- 1.8.1 Should the bidder find errors or discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, they shall notify the Owner.
- 1.8.2 If necessary, the Owner will issue addenda, numbered and dated, clarifying any points in question. Addenda shall be incorporated in and become part of contract documents.
- 1.8.3 All questions concerning this Tender and all applications for alternate/equal materials or procedures must be forwarded in writing to the HRM Procurement Department (fax # 490-4206). All such correspondence must clearly state the Tender name, number and closing date.
- 1.8.4 No verbal instructions or verbal information to vendors will be binding on Halifax Regional Municipality. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should any alterations to the bid request form be deemed necessary by the Purchasing Agent, these alterations will be made in the form of written addenda which will be provided to all vendors who received a bid request. The addenda shall be considered as part of the request.

1.9 Drawings and Specifications

- 1.9.1 The drawings hereinafter referred to shall be those listed in these specifications, together with such other working and detailed drawings as may be issued by the Owner during the progress of the work.
- 1.9.2 It is the intention that the work shown on the drawings and/or called for in the specifications shall complete the contract in every respect. The submission of a Tender shall constitute an undertaking to do all work required to complete the contract to the full intent and meaning of the drawings and the specifications.

1.10 Materials

The contractor shall submit their tender based on materials and equipment specified. Materials, as specified, are to be considered minimum required quality. Alternatives shall be submitted to the Owner for approval not later than five (5) working days prior to tender closing date. NOTE: No consideration shall be given to alternatives after the Tender closing.

1.11 Co-ordination of Trades

It shall be the responsibility of the Contractor to co-ordinate all sub-trades and ensure that the sub-trades have placed their orders in sufficient time to allow for delivery on schedule. If, for any reason, a delay in delivery is encountered, the Contractor shall have available, extra copies of correspondence showing the date of ordering, date of delivery and reason for delay, and make this information available to the Owner upon request.

1.12 Work Schedule

- 1.12.1 Provide within 10 working days after Contract award, in a form acceptable to the Owner, a schedule showing anticipated progress stages and final completion of work within time period required by Contract Documents.
- 1.12.2 Interim reviews of work progress based on schedule submitted by the Contractor will be conducted as decided by the Owner and schedule updated by the Contractor in conjunction and with approval of the Owner.
- 1.12.3 Failure by the successful bidder to meet the above requirements will entitle HRM to cancel the award of the contract and to retain the tender deposit as compensation for damages sustained due to the Contractor's default. HRM may then award the contract to one of the other bidders or take such action as it chooses.

1.13 Amendment or Withdrawal of Tender

Tenders may be amended or withdrawn by letter, telegram or facsimile (902-490-4206). Amendment or withdrawal by telegram or facsimile must be certified by registered letter postmarked prior to date and time of closing.

Amendment of individual prices is the only acceptable price amendment and should only indicate the dollar amount of increase or decrease to the original unit price. Amendments shall not disclose either original or revised unit prices or the original or revised total tender price.

Head amendment or withdrawal as follows:

“[Amendment]/[Withdrawal] of Tender for [], Tender #[]. Sign and seal as required for Tender, and submit at the address given for receipt of tenders prior to time of Tender Closing.

1.14 Subcontractor and Supplier Information

- 1.14.1 The list of subcontractors and suppliers named by the bidder shall be the approved slate of contractors and suppliers. Any changes following the acceptance of tender shall only be with the written approval of the Owner and only as a result of extraordinary circumstances.
- 1.14.2 The bidder shall not use the term ‘Own Forces’ or like expression in a particular classification of work or subtrade unless the bidder has demonstrated expertise and experience, and is actively engaged in that specific area. The Owner reserves the right to expect verification of such qualifications on demand. Failure to provide verification to the satisfaction of the Owner may be cause for rejection of the tender.

1.15 Post-Bid Submissions

- 1.15.1 To be eligible to receive award of Contract the Contractor shall provide within 48 hours after the tender closing but before award of Contract a copy of the following documents:

Evidence of compliance with the requirements of the Province of Nova Scotia with respect to Workers’ Compensation Safety Audit Program. This shall be in the form of a current and valid letter of Good Standing issued by a safety audit firm endorsed by Worker’s Compensation Board of Nova Scotia (WCB) to audit for the type of work covered by this tender. The letter must indicate that the tenderers current standing falls into one of the following categories:

- .1 Certificate of Recognition
- .2 Audit Pending

Where the Proponent has not yet obtained a Certificate of Recognition, the Proponent must submit a letter from the WCB endorsed audit firm indicating the Proponent is “in the process” (maximum six (6) months) of obtaining the Certificate of Recognition. “In the process” has been defined as the completion of the four mandatory courses (Safety Basics, Safety Orientation, Safety Audit and Leadership) and completion of training required by the Occupational Health and Safety Act (such as, but not limited to WHMIS, TDG, TCP, Confined Space and First Aid) and for a period no greater than six (6) months.

- 1.15.2 The Contractor shall also provide evidence of compliance with the requirements of the Province of Nova Scotia with respect to Workers’ Compensation Insurance including payments due thereunder. WCB Clearance Letters provide clarity as to who is covered and who is not covered for individual firms (e.g. Directors not taking a T4 from the company are excluded from coverage, owners of sole proprietorships and partnerships are excluded from coverage, family members living in the household of a director, proprietor or partner are excluded from coverage) It will be the responsibility of the Principal Contractor to ensure coverage is in place for their employees and employees of any their sub-contractors . **Individuals not covered by WCB are not permitted on Halifax Regional Municipality property.**
- 1.15.3 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance for both of the above requirements.

END OF SECTION 00 21 13