



City of Saint John

TENDER

Tender # 2022-566001T

Supply and Installation of Gates – MO Complex and W&S Facilities

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB, Supply Chain Management, 1st Floor – 175 Rothesay Avenue, Saint John, NB, E2J 2B4, and marked on the envelope:

“Tender # 2022-566001T – Supply and Installation of Gates – MO Complex and W&S Facilities”

will be received until 2:30:00 pm, Tuesday, March 8th, 2022 for the supply and labor necessary to install cantilever gates, operator w/accessories and chain link fencing to 4 City facilities in accordance with the enclosed specifications, terms and conditions.

In light of the current Covid-19 pandemic, there will be no public opening. Tenders will be opened by the Tender Opening Committee, in the second-floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time. **Bidders may attend remotely by Teams invitation.**

The lowest or any tender not necessarily accepted.

**Monic MacVicar, CCLP, CPPB
Supply Chain Management**

Issued: Friday, February 18th, 2022

T E N D E R
Tender # 2022-566001T
Supply and Installation of Gates – MO Complex and W&S Facilities

SCOPE OF WORK:

The City of Saint John is soliciting tenders from qualified bidders to supply all material and labor necessary to install cantilever gate, operator w/accessories and chain link fencing, to the City facilities listed below, as per the specification, terms and conditions outlined in this document.

- Municipal Operations Complex – 175 Rothesay Ave
- Eastern Wastewater Treatment Plant – 441 Red Head Rd
- Millidgeville Wastewater Treatment Plant – 700 Woodward Ave
- Lancaster Wastewater Treatment Plant – 1210 Sand Cove Rd

A pre-bid site visit will be held on Thursday, February 24th, 2022, at 1:00PM. All bidders are strongly urged to attend.

SPECIFICATIONS:

Municipal Operations Complex, 175 Rothesay Ave:

1. We will supply all material and labor necessary to install 8' FFH cantilever gates and chain link fencing, all posts, operator support posts and pedestal footing (supply and installation of pedestal/intercom/etc. by others) to be set in concrete footings.
2. Please note: Layout of the fence line is to be supplied by others. We have narrowed the width of the cantilever gate to 24' wide from the 29' and 33' widths (the extra space is to be filled with chain link fence). Going wider than this creates a lot of issues: longer cycle time, more wear and tear on the operator and rollers, more adjustment/maintenance and more extensive snow/ice removal issues. We are able to make them bigger, but there is a huge jump in price, and we are unable to warranty a cantilever gate wider than 24'. All necessary electrical work, including connecting the operator, by others.
3. Galvanized Fencing - The material is to consist of 3½" gate and main posts, 111/16" top rail and bracing, 2" x 9-gauge x 96" galvanized mesh, 2-24' single cantilever gates, 595 gate operator c/w heater, safety edge, loops, (punch in, free out) and miscellaneous fence fittings. Bollards (2 for each keypad) to be 3½" Schedule 40, concrete filled and covered with a yellow PVC cover.

Eastern Wastewater treatment Facility, 441 Red Head Rd:

1. To supply all material and labor necessary to install cantilever gate, operator w/accessories and chain link fencing, all fence posts, operator support posts, pedestal foundation and bollards to be set in concrete footings.
2. Please note: Layout of the fence line is to be supplied by others. All clearing of the fence lines (including snow removal) to be completed by others.

3. Galvanized Fencing - The material is to consist of 4½” gate posts, 2” x 9-gauge x 96” mesh, 1-3’ single swing gate, 1-19’ single cantilever gates, 595 gate operator c/w heater, safety edge, loops, (punch in, free out) and miscellaneous fence fittings. Bollards (2 for keypad) to be 3½” Schedule 40, concrete filled and covered with a yellow PVC cover. We will use the existing posts for the cantilever and swing gate.

Millidgeville Wastewater treatment Facility, 700 Woodward Ave:

1. To supply all material and labor necessary to install cantilever gate, operator w/accessories and chain link fencing, all fence posts, operator support posts, pedestal foundation and bollards to be set in concrete footings.
2. Please note: Layout of the fence line is to be supplied by others. All clearing of the fence lines (including snow removal) to be completed by others.
3. Galvanized Fencing - The material is to consist of 3½” gate posts, 2⅝” main posts (gate posts on perimeter fence), 2” x 9-gauge x 96” mesh, 1-3’ single swing gate, 2-4’ single swing gates on perimeter fence, 1-18’ single cantilever gates, 595 gate operator c/w heater, safety edge, loops, (punch in, free out) and miscellaneous fence fittings. Bollards (2 for keypad) to be 3½” Schedule 40, concrete filled and covered with a yellow PVC cover. We will use the existing posts for the cantilever and swing gate.

Lancaster Wastewater Treatment Facility, 1210 Sand Cove Rd:

1. To supply all material and labor necessary to install cantilever gate, operator w/accessories and chain link fencing, all fence posts, operator support posts, pedestal foundation and bollards to be set in concrete footings.
2. Please note: Layout of the fence line is to be supplied by others. All clearing of the fence lines (including snow removal) to be completed by others.
3. Galvanized Fencing - The material is to consist of 1-3’ single swing gate, 1-17’ single cantilever gates, 595 gate operator c/w heater, safety edge, loops, (punch in, free out) and miscellaneous fence fittings. Bollards (2 for keypad) to be 3½” Schedule 40, concrete filled and covered with a yellow PVC cover. We will use the existing posts for the cantilever and swing gate.

TERMS AND CONDITIONS

Governing Law, Trade Treaties and Policies

This procurement will be in accordance with the laws of the province of New Brunswick and the federal laws of Canada.

This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:

- Atlantic Trade and Procurement Partnership (ATAPP)
- Canadian Free Trade Agreement (CFTA)
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

Submission Instructions

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB, Supply Chain Management, 1st Floor – 175 Rothesay Avenue, Saint John, NB, E2J 2B4, and marked on the envelope::

“Tender # 2022-566001T – Supply and Installation of Gates – MO Complex and W&S Facilities”

will be received until 2:30:00 pm, Tuesday, March 8th, 2022 for the supply and labor necessary to install cantilever gates, operator w/accessories and chain link fencing to 4 City facilities in accordance with the enclosed specifications, terms and conditions.

Enquiries

Bidders shall promptly examine the bid documents and report any errors, omissions or ambiguities and may direct enquiries or seek additional information in writing by email before the deadline for enquiries to the Authorized Enquiries Contact as set out below. No such communications are to be directed to anyone other than the Authorized Enquiries Contact.

Authorized Enquiries Contact

Monic MacVicar, CCLP, CPPB
Supply Chain Management
City of Saint John
Email: supplychainmanagement@saintjohn.ca

It is the Bidder’s responsibility to seek clarification from the City on any matter it considers unclear. The City shall not be responsible for any misunderstanding on the part of the Bidder concerning this bid document or its process.

The City intends to confirm receipt of a bidder’s communication by way of an email or facsimile in reply. If a bidder has not received a reply, the bidder may wish to resend its communication as the lack of reply may have resulted from a technical problem. The City is under no obligation to respond to enquiries or provide additional information but may do so at its sole discretion.

Responses to inquiries may be distributed to all bidders on the invitation list as having received the bid documents as of the date the response is prepared. The source of the question will not be identified in the response. Verbal information shall not be binding upon the City. Inquiries received after the deadline for enquiries will not receive a response.

Tender to be Submitted on Prescribed Form

Bidders are to submit their tender on the prescribed form contained in this document. Failure to submit on this form may result in the disqualification of the bid.

Taxes

The bid price shall be all taxes extra. The City of Saint John shall be invoiced for and pay all applicable taxes related to this bid.

Schedule for the Bid Process

Issue Date	Friday, February 18 th , 2022
Job Site Meeting	Thursday, February 24th, 2022 at 1:00:00PM Atlantic Time
Deadline for Enquiries	Monday, February 28 th , 2022, 4:00:00 PM Atlantic Time
Deadline for Issuing Addenda	Tuesday, March 1 st , 2022 - 4:00:00 PM Atlantic Time
Submission Deadline	Tuesday, March 8 th , 2022 - 2:30:00 PM Atlantic Time
Date of Award	Monday, March 21 st , 2022 (Tentative)

The Schedule for the bid process is tentative only and may be changed by the City in its sole discretion.

Advisory Notice(s)

Periodically, the City of Saint John is required to issue clarification notices to a bid document in the form of Advisory Notices. Normally these notifications will not have a direct bearing on the cost of a project and will not influence bidding.

Bidders are responsible for obtaining all advisory notice(s) issued by the City. Advisory Notice(s) may be obtained from the City's website (www.saintjohn.ca) under the Menu option, City Hall header, then "Tender and Proposals".

Bidders are instructed to sign the Advisory Notice and return it either by fax to (506) 658-4742 or email to supplychainmanagement@saintjohn.ca prior to the closing date. Failure to comply with the instructions on an advisory may result in rejection of the bid.

Addenda

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document by way of addenda. Normally these notifications will have direct bearing on the cost of a project and will influence bidding. Therefore, it is important that the City have assurances that bidders have in-fact received the notification(s).

Bidders are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the Menu option, City Hall header, then "Tender and Proposals".

Bidders are required to sign and include all addenda with their bid submission.

Failure to include a copy of all signed addenda with the bid submission may result in rejection of the bid regardless of whether or not the changes noted in the addendum are included in the bid submission.

Mandatory Requirements

Each submission will be evaluated to ensure that it complies with the mandatory requirements and may be rejected if it does not comply. The evaluation of mandatory requirements will confirm that:

- the submission was received prior to the applicable Submission Deadline;
- the bid submission is signed;
- the bid submission is legible;
- the bid submission does not contain a substantive qualification or conditions that are contrary to the terms of the bid document;
- the bid submission does not contain a change in price that was not initialled by the person who signed the submission; and
- the bid submission is in English;

Payment

Payment shall be based on Net 45 Days from date of invoice or receipt of goods/services, whichever is later. Invoices can either be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, or by email to the Accounts Payable department (accountspayable@saintjohn.ca). Vendors are to ensure invoices are not sent both ways.

Pricing

The tender prices shall include all installation wages, fringe benefits, insurance, transportation, delivery, duty, working tools, equipment costs, and any other charges incurred in order to provide required materials and/or services.

Substitutes

Substitute products will not be considered.

Verbal Agreement

No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the contract shall effect or modify any of the terms or obligations contained in any of the documents comprising the said contract.

Fax Tenders

Tenders received by fax WILL NOT be accepted.

Late Bids

Bids received after the time and date as shown on the request for quotation shall not be considered.

Cancelation Clause

In the event that the successful bidder does not comply with the specifications and terms and conditions of this tender, at any time throughout the duration of the contract, the City of Saint John reserves the right to cancel the contract in its entirety.

Basis for Award

A The city does not limit itself to accepting the lowest, or any tender submitted, but reserves the right to award the tender in any manner deemed to be in the City's best interest. It is the City of Saint John's intention to award this agreement to one Vendor.

No guarantee

The City makes no guarantee as to the volume of the Deliverables.

Acceptance, Revocation And Rejection Of Tenders

The bidder agrees that his tender is a firm offer to supply the goods and/or services specified herein at the quoted price, and in accordance with the terms and conditions herein contained. The bidder may revoke his tender at any time prior to the time fixed for tender opening by delivering, or causing to be delivered, written notice of revocation to the designated official at the City of Saint John. Revocation will take effect from the time the notice is actually received. A notice of revocation will not be accepted after the time fixed for tender opening.

The bid shall not be restricted by a statement added to the Tender Form, or by a covering letter, or by alterations to the tender form as supplied, unless otherwise provided herein and further, a tender form that has been altered in any way may be deemed to be a non-confirming bid and, therefore, rejected. Bidders shall be allowed to attach descriptive literature; whose sole purpose is to amplify the bid.

Due Diligence

In the event that a health and safety offence is committed, the onus falls on the employer to prove that it exercised due diligence (i.e. did everything it reasonably could) in order to avoid the offence.

When hiring contractors, the City of Saint John is responsible for ensuring compliance with Health and Safety Legislation and must make sure that the appropriate accident prevention systems are implemented in the workplace.

Therefore, if any contractor is found to be working in an unsafe manner, or outside of current legislation, he will be made to stop work immediately. Any losses which may arise as a result of this work stoppage are the responsibility of the contractor.

Failure to comply with current legislation on the part of the contractor, may lead to cancellation of this contract and any bid deposits that may be in place.

Insurance

The successful contractor shall provide evidence of the following insurance coverage:

General Liability with minimum limits of two million dollars, (\$2,000,000.00). The policy shall include:

- *operations of the contractor in connection with this tender;
- *products and completed operations coverage;

- *contractual liability with respect to this tender;
- *the City of Saint John added as an additional insured;
- *a cross liability clause;
- *non-owned automobile;
- *thirty (30) days notice of cancellation of this policy "will" be given to the City of Saint John, by the insurers;

Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law. This coverage is to remain in effect for the entire time frame of the contract.

WorkSafeNB Certificate and Business Corporations Act Certificate

New Brunswick Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB and a Business Corporations Act Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.

Out-of-province Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB or a letter or certificate issued under the equivalent applicable legislation in the province of origin of the Tenderer confirming extension of coverage from said legislation to the Province of New Brunswick for the term of the Contract. Subject to paragraph c), out-of-province Tenderers shall also provide a Business Corporations Act Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.

Tenderers from Nova Scotia may submit the appropriate Business Corporations Act Certificate from the Province of Nova Scotia.

Reserved Rights

The City reserves the right to:

- a) Reject an unbalanced bid submission. For the purpose of this section, an unbalanced bid submission is a bid submission containing a unit price which deviates substantially from, or does not fairly represent reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use other bids submitted in response to this bid solicitation or for other like or similar work as a guideline in determining if a bid is unbalanced.
- b) Amend or modify the scope of the Work, and/or cancel or suspend the bid award, at any time for any reason;
- c) Require bidders to provide additional information after the submission deadline to support or clarify their bid submission;
- d) Not accept any or all bids;

- e) Not accept a bid submission from a bidder who is itself, or whose principals, owners or directors are also principals, owners or directors of another entity which is, involved in litigation, arbitration or any other similar proceeding against the City;
- f) Reject any or all bid submissions without any obligation, compensation or reimbursement to any bidder or any of its team members;
- g) Withdraw this bid solicitation and cancel or suspend the bid process;
- h) Extend, from time to time, any date, any time period or deadline provided in this bid solicitation (including, without limitation, the submission deadline), upon written notice to all bidders;
- i) Assess and reject a bid submission on the basis of:
 - (i) information provided by references;
 - (ii) the bidder's past performance on previous contracts;
 - (iii) the information provided by a bidder pursuant to the City exercising its clarification rights under this bid process;
 - (iv) the bidder's experience with performing the type and scope of work specified;
 - (v) other relevant information that arises during this procurement process;
- j) Waive formalities and accept bids which substantially comply with the requirements of this bid solicitation;
- k) Verify with any bidder or with a third party any information set out in a bid submission;
- l) Disqualify any bidder whose bid submission contains misrepresentations or any other inaccurate or misleading information;
- m) Disqualify any bidder who has engaged in conduct prohibited by the bid solicitation;
- n) Make changes, including substantial changes, to the bid solicitation provided that those changes are issued by way of addenda in the manner set out in this bid document;
- o) Select any bidder other than the bidder whose bid submission reflects the lowest cost to the City;
- p) Cancel this procurement process at any stage, for any reason;
- q) Cancel this procurement process at any stage and issue a new bid solicitation for the same or similar deliverables;
- r) Accept any bid submission in whole or in part;
- s) Waive minor non-compliance with the mandatory requirements of the bid solicitation and accept the bid submission; or

t) Accept a bid submission which contains the following errors:

- (i) error in mathematics – whether this involves the extension of a unit price or an error in addition, the mistake will be corrected and the correct total will be used for evaluation purposes and will be binding on the bidder.
- (ii) conflict between the written and numerical bid prices. In all cases, the total bid price will be corrected to reflect the written bid price, whether lump sum or unit price (where applicable).
- (iii) failure to include the contingency allowance in the total bid price (where applicable). If the contingency allowance was not included in the addition, the bid price shall be corrected to reflect its inclusion.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any bidder or any third party resulting from the City exercising any of its express or implied rights under this bid solicitation.

By submitting a bid, the bidder authorizes the collection by the City of the information set out at paragraph i) in the manner contemplated in that subparagraph.

Limitation of Liability and Waiver

Each bidder, by submitting a bid, agrees that:

- a) Neither the City nor any of its employees, agents, advisors or representatives will be liable, under any circumstances, for any Claim arising out of this procurement process including but not limited to costs of preparation of the bid submission, loss of profits, loss of opportunity or for any other Claim; and
- b) The bidder waives any Claim for any compensation of any kind whatsoever, including Claims for cost of preparation of the bid submission, loss of profit or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to award a Contract to any other bidder or to cancel this procurement process, and the bidder shall be deemed to have agreed to waive such right or Claim.

Validity Period

The bid submission constitutes an offer which shall remain open and irrevocable until 90 days after the submission deadline.

FORM OF TENDER

2022-566001T - Supply and Installation of Gates – MO Complex and W&S Facilities

The undersigned bidder has carefully examined the specifications and scope of work, and also visited the premises to become familiar with the conditions, character and extent of work.

The undersigned bidder has determined the quality and quantity of labour, materials and equipment required, and has the capability to comply with the terms and conditions herein described.

The undersigned bidder further agrees to provide all necessary equipment, tools, labour and materials which are necessary to complete the work in accordance with the contract and agrees to accept, therefore, in payment in full, in accordance with the terms, conditions, specifications, and drawings, the sum of:

\$ _____
All Taxes Extra

Description	Price Per Location
Municipal Operations Complex	\$
Eastern Wastewater Treatment Facility	\$
Millidgeville Wastewater Treatment Facility	\$
Lancaster Wastewater Treatment Facility	\$

* Prices are to be bid in Canadian Funds and FOB Saint John, NB prepaid. The tender prices shall include all installation wages, fringe benefits, insurance, transportation, delivery, duty, working tools, equipment costs, and any other charges incurred in order to provide required materials and/or services.

COMPANY:	SIGNATURE: _____
E-MAIL:	NAME: _____ (print)
Date:	Tel # _____ Fax # _____
H.S.T. Reg.#	Remarks: