



City of Saint John

## TENDER

### **Tender # 2023-085301T – Evaporative Condenser System Upgrades – City Arenas**

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 # 2023-085301T – Evaporative Condenser System Upgrades – City Arenas”**

will be received until 2:30:00 pm, Tuesday, February 14<sup>th</sup>, 2023 for the supply of all materials, labor and equipment necessary to complete the upgrade of the evaporative condensers at the Stewart Hurley and Charles Gorman arenas, 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. **Registered bidders may attend remotely via Teams invitation.**

The lowest or any tender not necessarily accepted.

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

*Issued: Tuesday, January 24<sup>th</sup>, 2023*

**TENDER**  
**Tender No. 2023-085301T**  
**Evaporative Condenser System Upgrades – City Arenas**

**SCOPE OF WORK:**

Provide all labour, materials, equipment, accessories, etc., necessary to complete the upgrade of the evaporative condensers at the Stewart Hurley and Charles Gorman arenas, in accordance with the enclosed specifications, terms and conditions.

**SPECIFICATIONS:**

Contractor to supply and install one (1) new evaporative condenser at the Stewart Hurley Arena, on Hickey Rd, Saint John, NB E2J 4K7, as follows:

- BAC Model VCL-058

Contractor to supply and install one (1) new evaporative condenser at the Charles Gorman Arena at 80 University Ave N, Saint John, NB E2K 5B4, as follows:

- BAC Model VCL-058

NOTE: All condensers are to have Thermosetting Hybrid Polymer for corrosion protection. Also, for each new evaporative condenser, contractor is to include an auxiliary circuit for compressor glycol cooling.

Pricing is to be inclusive of all labour, welding, piping, fittings, hardware, freight, travel, consumables, permitting, removal and disposal, and start-up and commissioning, necessary to provide complete and operational systems.

The Contractor shall be required to follow all of the City of Saint John's Standard Operating Procedures (SOP's) for working with ammonia.

**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)
- Agreement on the Opening of Public Procurement for NB and Québec
- 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
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**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 # 2023-085301T  
Evaporative Condenser System Upgrades – City Arenas”**

will be received until 2:30:00 pm, Tuesday, February 14<sup>th</sup>, 2023, for the work contemplated in this document and 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](mailto: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	Tuesday, January 24 <sup>th</sup> , 2023
<b>Pre-Bid Site Visit – Charles Gorman Arena</b>	<b>Monday, January 30<sup>th</sup>, 2023 11:15:00 am, Atlantic Time</b>
<b>Pre-Bid Site Visit – Stewart Hurley Arena</b>	<b>Monday, January 30<sup>th</sup>, 2023 11:45:00 am, Atlantic Time</b>
Deadline for Enquiries	Wednesday, February 1 <sup>st</sup> , 2023, 4:00:00 pm, Atlantic Time
Deadline for Issuing Addenda	Tuesday, February 7 <sup>th</sup> , 2023, 4:00:00 pm, Atlantic Time
Submission Deadline	Tuesday, February 14 <sup>th</sup> , 2023, 2:30:00 pm, Atlantic Time
Date of Award	TBD

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](http://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](mailto: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](http://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.

### **Holdback**

A Hold back of 10% of all monies due to the contractor will be retained by the City until 60 days after the substantial completion date of the work, approved by the project manager, and receipt of a statutory declaration.

### **Pricing**

The tender prices shall include the units, 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.

### **Delivery / Freight**

The net price on each of the commodity(s) and/or service(s) is to be quoted as F.O.B. delivered to Saint John, NB, prepaid.

### **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 in this document 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.

### **Minor Irregularities**

The City of Saint John reserves the right to waive minor non-compliances in accordance with Section 120 of the Province of New Brunswick's Regulation 2014-93 under the Procurement Act.

### **Examination of Premises**

The contractors bidding this job shall visit the job site and familiarize themselves with the existing site conditions. Contractors shall make allowances in their bid price in order to complete specified work, taking into account the existing site conditions. No compensation shall be considered for additional expenditures incurred later, through failure to do so.

Contractors are encouraged to attend the scheduled site visit as outlined in the Schedule for the Bid Process.

Dimensions are approximate; therefore, it is the responsibility of the bidder to take measurements as required.

### **Permits and Regulations**

All contractors shall obtain and pay for any and all permits required by the authorities having jurisdiction, and arrange for all inspections of the work by these authorities.

### **Supervision**

The successful contractor will exercise competent supervision of work at all times through a supervisor who has authority to receive, on behalf of the contractor, any order or communications relating to the

work. Any supervisor or worker who is not acceptable to the owner by reason of incompetence, improper conduct, etc. shall be removed from the site of the work and replaced forthwith.

#### **Owner Accessibility**

The contractor shall schedule his work so as to cause the least amount of disruption to the daily routine of the occupants.

Existing equipment to be removed, and cutting and patching for new equipment shall be done in such a way so as to cause the least amount of interference.

The contractor shall ensure all openings are completed or closed up, and all debris is completely cleaned up, at the end of each working day.

#### **Cleaning Up**

The contractor shall remove, at his own expense, from the owner's property and from all public and private property, all temporary structures, garbage and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such waste materials in accordance with permission of such disposal granted to the contractor by the owner thereof.

#### **Quality of Materials**

Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality and comply with City specifications. The contractors shall, if required, furnish satisfactory evidence as to the quality of materials

#### **Deficiencies**

For a period of one (1) year from the date of acceptance of any work, the contractor shall, at his expense, remedy all deficiencies performed or provided under this contract.

#### **Guarantee**

The contractor shall guarantee all material and equipment installed by him, or incurred under this contract, for a period of one year, after date of acceptance by the owner.

#### **Registrations and Licenses**

The contractor shall possess all registrations and licenses as required by City, Provincial and Federal by-laws and regulations to operate and perform work under this contract.



City of Saint John

**FORM OF TENDER**

**TENDER # 2023-085301T**

**Evaporative Condenser System Upgrades – City Arenas**

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 specifications, and terms and conditions, the sums of (all taxes extra):

Item 1. – Evaporative Condenser – Stewart Hurley Arena

\$ \_\_\_\_\_

Item 2. – Evaporative Condenser – Charles Gorman Arena

\$ \_\_\_\_\_

Item 3. – Total

\$ \_\_\_\_\_

COMPANY:	SIGNATURE: _____ NAME: _____ (PRINT)
DATE:	TEL. #
H.S.T.(OR B.N.)REG.#:	FAX #