



City of Saint John

T E N D E R
Tender # 2023-085701T –
Overhead Door Inspection and Maintenance Services

Hand deliver or courier sealed tenders addressed to Monic MacVicar, CCLP, CPPB, Supply Chain Management, 1st Floor, 175 Rothesay Avenue, Saint John, N.B., E2J 2B4 and marked on the envelope:

"Tender # 2023-085701T –
Overhead Door Inspection and Maintenance Services"

will be received until 2:30:00 pm, Tuesday, March 21st, 2023, for the provision of all labour, materials, equipment, accessories, etc., necessary to supply overhead door inspection and maintenance services to the City of Saint John in accordance with the enclosed specifications, terms and conditions.

Tenders will be opened publicly via Teams Meeting by the Tender Opening Committee immediately following the tender closing time.

The lowest or any tender not necessarily accepted.

Monic MacVicar, CCLP, CPPB
Procurement Specialist
(506) 658-2930

Issued for Tender: February 28th, 2023

T E N D E R

Tender No. 2023-085701T Overhead Door Inspection and Maintenance Services

GENERAL SCOPE OF WORK:

The City of Saint John has an established preventative inspection and maintenance program for overhead door equipment for City-owned facilities and is inviting a fee proposal from qualified and experienced companies for the provision of these services. There are currently 26 City-owned facilities with approximately 117 overhead doors that are included in this Contract (refer to Appendix A for a list of facilities). The successful proponent will carry out Overhead Door Inspection and Maintenance Services as described herein and as directed by the Manager of the Facility Management Division or his/her designate.

The term of the Contract resulting from this Request for Proposal will for a period of one (1) year from the date of award, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

The City of Saint John reserves the right to add or delete any facility from this Contract without penalty at any point during the Contract.

DETAILED SCOPE OF SERVICES:

1. See Appendix A

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:

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

Submission Instructions

The deadline for submission of bids is 2:30:00 pm, AST, Tuesday, March 21st, 2023, and shall be hand delivered or couriered to:

The City of Saint John
Supply Chain Management, 1st Floor
175 Rothesay Avenue
Saint John, New Brunswick, E2J 2B4

All bids must be in a sealed envelope and include the bid number and bidder's name on the outside of the envelope.

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.

Schedule for the Bid Process

Issue Date	Tuesday, February 28 th , 2023
Deadline for Enquiries	Wednesday, March 8 th , 2023, 4:00:00 pm, Atlantic Time
Deadline for Issuing Addenda	Tuesday, March 14 th , 2023, 4:00:00 pm, Atlantic Time
Submission Deadline	Tuesday, March 21 st , 2023, 2:30:00 pm, Atlantic Time

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 "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 "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.

Taxes

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

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; or
- the bid submission is in English;

Payment

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, 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.

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.

Basis for Award

Award will be made to the lowest compliant bidder as determined by the City. Lowest bidder will be based on the total cost of number of overhead doors times the yearly fee per inspection per facility for the preventative work, as well as the approximate hourly quantity per year times the rate per unit for the repairs.

WorkSafeNB Certificate and Business Corporations Act Certificate

- a) New Brunswick bidders 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.
- b) Out-of-province bidders 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 bidder 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 bidders 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.
- c) Bidders from Nova Scotia may submit the appropriate *Business Corporations Act* Certificate from the Province of Nova Scotia.

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.

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.

Pricing

The bid price shall include all wages, fringe benefits, insurance, transportation, working tools, equipment costs, etc. and other charges incurred to provide the required services.

Explanation to Bidders

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

Time Limit

Bids received after the time and date as shown on the invitation to tender shall not be considered, and will be returned unopened to the bidder.

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 City of Saint John does not bind itself to accepting the lowest or any tender received, but reserves the right to award the tender to its best advantage.

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.

Cancellation Clause

The City reserves the right cancel this contract at its sole discretion with 30 days prior written notice.



City of Saint John

TENDER # 2023-085701T

OVERHEAD DOOR INSPECTION AND MAINTENANCE SERVICES

APPENDIX A – DETAILED SCOPE OF SERVICES

1.0 QUALIFICATIONS AND EXPERIENCE

The successful Contractor is to be and have been in the business of providing Overhead Door Maintenance Services for commercial and light industrial facilities for a minimum of three (3) years and meet all licensing and certification requirements that apply to the place of work.

2.0 SCOPE OF SERVICES – MINIMUM REQUIREMENTS

2.1 Relevant Codes and Standards

All work performed under this Contract shall be in accordance with all applicable codes and standards in the place of work including, but not limited to, all Municipal, Provincial, and Federal by-laws, acts, codes, and/or regulations that may affect the services provided under this Contract, including but not limited to, requirements that fall under the jurisdiction of WorkSafe NB.

2.2 Qualifications and Supervision

All work performed under this Contract shall be completed under the direction of a competent and qualified supervisor who shall remain on site while work is in progress and supervise all other qualified personnel involved with the work.

2.3 Permits

The Contractor is responsible to obtain all permits or licenses required to carry out the work and arrange for all inspections required as a result. Costs associated with permits are billable to the City of Saint John, and shall be itemized separately on invoice submissions.

2.4 Parts, Materials, and Equipment

All parts, materials, and equipment supplied shall be new and delivered to site in original packaging and/or with labels still intact. All parts, materials, and equipment shall comply with all current codes, standards, and regulations pertaining to the service including, but not limited to:

- Canadian Standards Association (CSA)
- WorkSafe NB
- NB Provincial Motor Vehicle Act
- National Building Code of Canada 2010
- National Fire Code of Canada 2010

In the case where common parts, materials, and equipment are purchased in advance in bulk quantities (e.g. tracks, rollers, hinges, etc.), these items can be used on projects if they have been properly stored and are in new condition. Labels must still be intact for these parts, materials, and equipment and they must be used within two (2) years from the date of purchase.

The Contractor shall maintain a stock of basic parts, materials, and equipment within the service van/vehicles used by the Contractor's representatives.

2.5 Parts and Materials Not Incorporated into the Project

The City of Saint John will pay only for parts and materials incorporated into the project. This includes parts and materials that are typically purchased in bulk (e.g. screws, cables, panels, etc.). Exceptions will be made only if the Contractor provides adequate information that demonstrates that the extra parts and materials could not be used for future projects or elsewhere and would impose a significant burden (financial or otherwise) on the Contractor if retained. The approved method of determination of unit cost (i.e. eligible for payment) will be the total cost divided by the number of units. The successful proponent will be responsible for the proper and safe storage of extra parts and materials with labels intact until such time that they can be incorporated into a project. Parts and materials must be used within two (2) years from the date of purchase.

2.6 Tools and Equipment

The Contractor and their representatives shall carry with them all necessary tools and equipment required to carry out this Contract. Ladders to reach a height up to 16 feet are the responsibility of the Contractor and should be available at all times. Hoist equipment (e.g. scissor lift, etc.) required to safely service heights shall be paid or supplied, at its option, by the City of Saint John.

Aside from the above mentioned, the cost associated with the purchase or rental of tools and equipment (and the maintenance thereof) required to carry out this Contract is the responsibility of the Contractor and is not considered a billable expense to the City of Saint John.

2.7 Time for Project Meetings

Time for project meetings (i.e. start up or otherwise) shall be limited to one (1) hour and include only the time of a competent and qualified supervisor who is responsible for the supervision of the project. Exceptions will be made only for complex projects requiring some time for investigation, or other information gathering and must be approved in advance by the City of Saint John. Time of apprentices, helpers, or other personnel for project meetings is not billable unless the City of Saint John specifically requests or approves their attendance in advance or unless work is to begin immediately following the project meeting.

2.8 Quotations for Work

Quotations for work may be requested by the City of Saint John at any time. Upon request, the Contractor is to provide the City of Saint John a quotation within 48 hours. The quotation is to describe the scope of the work; provide the hours anticipated and the resources required; list the parts, equipment, and materials expected along with the anticipated cost and markup (based on Contract); present the Contract rates; and provide the total anticipated cost of the work.

It is important to note that the City of Saint John reserves the right to obtain competitive bids from other sources for any work that is required, Overhead or otherwise.

2.9 Communication

The Contractor shall provide the City of Saint John with a complete list of contacts for the organization, including names, roles, office address, office phone numbers, cell phone numbers, pager numbers, fax

numbers, and email addresses. The City of Saint John will provide the Contractor a list of contacts, including Facility Management representatives and building representatives as deemed appropriate.

2.10 Response and Completion Times

Responding to emergency, urgent and routine situations is an essential part of this Contract. It is required that the Contractor be available to respond to all situations on 24 hour per day, 7 day per week basis based on the following criteria.

Emergency Request Response and Completion Time:

The maximum response time during any hour of the day or night shall not be more than two (2) hours. The maximum completion time during any hour of the day or night shall not be more than twelve (12) hours.

Urgent Request Response and Completion Time:

The maximum response time during any hour of the day or night shall not be more than twenty-four (24) hours. The maximum completion time during any hour of the day or night shall not be more than forty-eight (48) hours.

Routine Request Response and Completion Times:

The maximum response time during any hour of the day or night shall not be more than forty-eight (48) hours. The maximum completion time during any hour of the day or night shall not be more than seven (7) Days.

Prior approval from a representative of Asset and Energy Management (Facility Management) must be obtained in order to make any adjustments changes to the above noted timelines on a request by request basis.”

2.11 Authorization of Work

All work under this Contract will be undertaken only if proper authorization is provided by a representative from the Facility Management Division. No authorization or direction is to be taken from building personnel at any facility under any circumstance. If building personnel have a request or issue, they are to contact Facility Management directly. Exceptions will be made for emergency situations that, if delayed, would impose a safety concern or result in significant damage. In these cases, building personnel may authorize work, but the Contractor must contact Facility Management to advise them of the situation as soon as safely possible.

Proper authorization of the work consists of the receipt by the Contractor of a written Work/Job Order from the City of Saint John. In some cases (e.g. afterhours), authorization can be provided on a verbal basis or via email from Facility Management.

The Contractor will not be paid for work not properly authorized.

2.12 Assignment of Personnel

The number of personnel assigned to a particular project should be based on the scope of work, technical complexity, safety, duration, urgency, etc. At the request of the City of Saint John, the Contractor will be required to justify the time spent on site by personnel assigned to a project and provide a detailed summary of their work tasks. This information is also to be detailed on timesheets.

2.13 Site Access

As described herein, the Contractor's supervisor must present themselves to the Facility representative upon arrival to the site and describe, in general terms, what the project entails (including any anticipated loss of service), where they are working, how long they intend to be, and any safety concerns that may be imposed as a result of the work. The Contractor's supervisor must again present themselves prior to departure. The Contractor shall agree to coordinate the execution of the services with the City of Saint John such that disruption of the work of all involved is minimized.

In the case of afterhours work or for facilities that are not occupied, keys are available to be signed out from Facility Management. Keys must be returned promptly when work is completed. If keys are lost or damaged while in the Contractor's possession, it is the Contractor's responsibility to have doors rekeyed or keys replaced at their own cost. It is important that the Contractor be aware of security systems that may be installed in various facilities, and it is the responsibility of the Contractor to make inquiries in this respect. In locations where security systems exist, the Contractor will have to work with Facility Management to gain access.

2.14 Identification

Representatives of the Contractor are to carry photo identification at all times. The City of Saint John reserves the right to provide the Contractor with photo identification badges which would have to be visible at all times.

2.15 Timesheets

Timesheets are to be completed for all projects and attached to the invoice when submitted for payment. The following items are to be included on all timesheets:

- Facility ID
- Facility Description
- Project Description
- Blanket Purchase Order Number
- Work/Job Order Number
- Date
- Arrival Time
- Departure Time
- Names of Individuals Working on the Project
- Description of Work Tasks (by Individual)
- Hours Worked on the Project (by Individual)
- Hourly Rates (by Individual)
- Parts, Materials, and Equipment Used
- Signature of City of Saint John Representative

The Contractor's supervisor must present themselves to the Facility representative upon arrival and describe, in general terms, what the project entails (including any anticipated loss of service), where they are working, how long they intend to be, and any safety concerns that may be imposed as a result of the work. Prior to departure, the Contractor's supervisor must complete the timesheet and review with the Facility representative who will sign off when satisfied that the timesheet adequately reflects the work completed. The Facility representative sign off in no way, expressed or implied, suggests acceptance or approval of the work described or time recorded on the timesheet and shall not relieve the Contractor of their responsibility for the work and associated time in any way.

If Facility representatives are not available, the Contractor's supervisor must contact the Facility Management representative assigned to the project and advise them accordingly (upon arrival and departure). The Contractor's supervisor will record who was contacted and when on the timesheet in this case.

2.16 Identification of Safety or Performance Issues

If while working in City-owned facilities, the Contractor identifies any issues that would impose a safety concern or impact performance, the Contractor shall notify Facility Management immediately.

2.17 Professionalism

Company uniforms are optional; however, Contractor representatives must present themselves in a professional manner when working in City-owned facilities. Contractor representatives are also expected to act in a professional manner under all circumstances when conducting business associated with or in our facilities. If Contractor representatives are confronted or put in a situation that is deemed inappropriate, the Contractor should contact Facility Management who will deal with the matter accordingly. At no time is it deemed appropriate to make defamatory comments against other persons or organizations with respect to any matter. Furthermore, the use of profanity, derogatory language, threats of violence, or any other action that is offensive in nature, in all cases, will not be tolerated and could be grounds for immediate termination.

2.18 Travel Time and Vehicle Expenses

No travel time to the facilities and/or time to pick up parts/materials shall be eligible for payment under this Contract.

Costs associated with vehicles, including maintenance, fuel, insurance, etc. are not eligible for payment under this Contract.

2.19 Incidental Expenses

The City of Saint John will not pay for materials and equipment that may be considered incidental expenses. Some examples that may be considered incidental expenses include paper, pencils/pens/markers, tape, etc.

2.20 Supporting Documents for Expenses

Supporting documentation for all parts, materials, equipment, and other expenses billed to the City of Saint John shall be provided upon request. This includes, but is not limited to, invoices and/or proof of payment for said parts, materials, equipment, and other expenses.

2.21 Regular Time and Overtime

The definition of regular time shall be from 8:00am to 5:00pm, Monday through Friday inclusive. The definition of overtime shall be all other hours of the day and night, including weekends and statutory holidays.

2.22 Billable Work

Billable work is based on the actual hours worked at the tendered rates in addition to the cost of parts, materials, and equipment incorporated into the work plus the quoted mark-up.

2.23 Invoicing

It is essential that invoices for work completed be provided on a timely basis. At a minimum, invoices must be submitted in the same month in which the goods and services were rendered. All invoices for work completed (including progress billings) between the months of January and November in a given year must be submitted no later than December 1st of that same year. All invoices for work completed (including progress billings) in the month of December in a given year must be submitted no later than January 8th of the following year.

All invoices must contain all of the following information:

- Vendor name and contact information
- Date of invoice
- Name of City of Saint John representative who authorized the work
- Facility ID
- Facility name and street address
- Project description
- Job Order / Work Order / Purchase Order Number / Contract Number
- Progress billing number (if applicable)

Invoices must be certified originals in order to be processed and must be accompanied by a signed timesheet.

All invoices are to be addressed to:

Attention: Accounts Payable
City of Saint John
PO Box 1971
Saint John, NB Canada
E2L 4L1

Invoices are also accepted via email at accountspayable@saintjohn.ca as long as they are certified originals.

Invoices not meeting the above criteria will not be processed by the City of Saint John. The City of Saint John will not be responsible for interest charges resulting from non-compliance to the criteria presented above.

All invoices for preventative inspection, testing, and maintenance must be accompanied by an inspection report as detailed in Section 3.1: Preventative Inspection, Testing, and Maintenance. Invoices not accompanied by a report will not be paid.

2.24 Changes to Overhead Door System or Components

All actions performed by overhead door technicians must be properly recorded and all new installations must be accompanied by appropriate permits, drawings, engineering reports, warranties, product data, operating and maintenance manuals (three copies), and an updated inventory list upon completion of the work. Payment will not be made until all documentation is received.

2.25 Safety

The successful proponent must provide an up to date WorkSafe NB Clearance Certificate prior to a Contract or Purchase Order being issued. The Contractor is to maintain coverage through the duration of this Contract. In addition, the Contractor must provide a copy of the Company Safety Manual and Policies prior to a Contract or Purchase Order being issued.

The Contractor must abide by applicable Acts and Regulations as it pertains to safe work practices including, but not limited to, the Occupational Health and Safety Act and the Regulations that fall under the Act and the City of Saint John Health and Safety Policy. If the Contractor or any of his employees are found to be working in an unsafe manner or outside of government legislation, the Contractor will be directed to stop work immediately.

The City of Saint John will not be responsible for any revenues lost by the Contractor as a result of this work stoppage. Further, should the City of Saint John deem it necessary to do so, it reserves the right to hire a replacement Contractor to complete the project. Any additional cost incurred by the City of Saint John, as a result of this action may be billed to the Contractor.

The Contractor is encouraged to have and document Toolbox/Tailgate Safety Meetings or discussions prior to the undertaking any project to ensure personnel are aware of potential health and safety hazards that may be present and to develop mitigations for those hazards. The Contractor's supervisor must present themselves to the Facility representative upon arrival and describe, in general terms, what the project entails (including any anticipated loss of service), where they are working, how long they intend to be, and any safety concerns that may be imposed as a result of the work. Furthermore, the Contractor is responsible to provide adequate protection of the work and property so as to ensure the safety of the building occupants and visitors is maintained. The Contractor is fully responsible for the work area for the duration of the project.

The City of Saint John will complete random Health and Safety Jobsite Inspections during the term of the Contract. This does not in any way alleviate the Contractor of their responsibilities for the Health and Safety of their workers, City of Saint John staff, or the public, nor does it relieve the Contractor of their responsibility for the protection of the work and property during the course of the work.

2.26 Protection of Work and Property

The Contractor is responsible for maintaining a clean work site and for the proper disposal of all debris and discarded parts upon completion of each job.

Any damage made by the Contractor while completing the work under this Contract shall be corrected by the Contractor at their cost.

2.27 Security Checks

All of the successful Contractor's employees who will be working in City-owned facilities will be subject to a security clearance process established by the Chief of the Saint John Police Force and the City of Saint John's Facility Management Division. Within five (5) days of award of the Contract, the Contractor will provide the City of Saint John's representative with a list of the employees for whom security clearance applications will be submitted. The City of Saint John's representatives, upon review, may request additions to the list submitted. Security clearance applications for all other employees, including new employees, will be submitted to the Chief of Police through the City of Saint John's representative at least thirty (30) days prior to the date the individual is proposed to commence work.

The City of Saint John has the right to refuse any employee to work in all and/or specific locations at its' own discretion at any time during the term of the Contract.

In the event the successful proponent cannot obtain the required security clearance for its' personnel, the City of Saint John, at its' sole discretion, may award the Contract in whole or in part to the next acceptable bidder.

2.28 Warranties

All work will be subject to a minimum warranty period of one (1) year from the date of completion of the work. The warranty will cover all supplies, parts, materials, and labour required to correct any deficiency identified during the warranty period. This does not include any deficiency resulting from an accident, vandalism, negligence, or misuse by others.

If manufacturer's warranties, or otherwise exist beyond the full one (1) year warranty, these shall also be provided to the City of Saint John.

3.0 SCOPE OF SERVICES – SPECIFIC REQUIREMENTS

3.1 Preventative Inspection, Testing, and Maintenance

The successful Contractor will be required to conduct detailed preventative inspections, testing, and maintenance in accordance with the annual schedule attached in Appendix A. At a minimum, the following inspection, testing, and maintenance protocol is to be included in the proponents' fee proposal for this portion of the work.

A. Inspection:

- Tracks
- Hinges
- Rollers
- Springs
- Sections/panels
- Fuse links
- Door operators
- Limit switches
- Brakes
- Clutches
- Cables
- Belts
- Set screws
- Welded connections
- Drums
- Controller units
- Relays and contacts
- Chain and chain devices
- Solenoid brakes
- Sprockets
- Door locks
- Safety photo cells
- Weather stripping
- Vision glass
- Safety devices
- Warning signs and tags
- Cotter pins

B. Cleaning:

- Remove old and excess lubrication materials, dust, and dirt particles from doors, track, and all related mechanisms

C. Lubrication:

- Lubricate all operation mechanisms in accordance with manufacturer's written instructions and accepted trade practices

D. Adjustments:

- Check all nuts and bolts and tighten as required
- Check and tighten all sprockets as required
- Adjust roller side clearance to less than 19mm
- Tighten travel limit cam set-screws as required
- Adjust cables to ensure they run in drum threads

E. Performance testing:

- To be completed after completion of all inspection, cleaning, lubrication, and adjustment operations
- In service operation
- Lock and lock safety
- Travel limits
- Instant reverse systems
- Springs, chains, and related components
- Safety devices

- Manual chain hoist throw-out arm
- Make any adjustments necessary upon completion of performance tests and re-test as required

F. Reporting:

- Provide information on particular overhead door, including location, etc.
- Detail results of inspection by specific overhead door component
- Describe all cleaning, lubrication, and adjustments completed as part of the service for each overhead door
- List all deficiencies observed and categorize as follows:
 - ✓ “Critical” – reactive, safety issue, must be addressed immediately
 - ✓ “Required” – reactive, not a safety issue, functionality of equipment compromised until repair addressed
 - ✓ “Recommended” – proactive, may become a required item if not addressed
- Describe corrective action required for each deficiency
- Report all observations or evidence of misuse
- Provide quotation (detailed with time and materials) to repair deficiencies outlined in report
- Report must be provided within 10 days of inspection
- All “Critical” deficiencies must be reported immediately (i.e. phone call from site)

3.2 Overhead Door Repairs

Any required work to address deficiencies beyond the preventative inspection, testing, and maintenance described in Section 3.1: Preventative Inspection, Testing, and Maintenance will be completed at the approval of the Manager of the Facility Management Division or his/her designate at the proposed (Contracted) hourly rates plus materials and markup.

The City of Saint John reserves the right to obtain competitive bids from other sources for any repairs that are required as a result of inspection and testing programs.

LIST OF FACILITIES, NUMBER OF OVERHEAD DOORS, AND SCHEDULE OF INSPECTION				
ID	Facility	Address	Number of Overhead Doors	Schedule of Inspection (by 10th of each month)
026	Peter Murray Arena	701 Dever Road	4	April, August, December
027	Hilton Belyea Arena	400 Lowell Street	4	April, August, December
028	Charles Gorman Arena	80 University Avenue	4	April, August, December
030	Stewart Hurley Arena	1500 Hickey Road	4	April, August, December
032	Leisure Services Maintenance Garage	175 Adelaide Street	7	March
033	Leisure Services Storage Building	175 Adelaide Street	1	March
035	Forest Hills Maintenance Depot/Office	707 Westmorland Road	2	April, October
036	Forest Hills Ballfield Canteen	707 Westmorland Road	1	March
042	City Market (Solarium)	47 Charlotte Street	14	May
042	City Market (Fire Shutters)	47 Charlotte Street	2	May
061	Fire Station #1	45 Leinster Street	7	January, May, September
062	Fire Station #2	850 Loch Lomond Road	3	January, May, September
063	Fire Station #4	36 Courtenay Avenue	5	January, May, September
064	Fire Station #5	35 Adelaide Street	5	January, May, September
065	Fire Station #6	290 King Street West	3	January, May, September
066	Fire Station #7	41 Manchester Avenue	4	January, May, September
067	Fire Station #8	600 Millidge Avenue	3	January, May, September
072	Municipal Operations Complex / Central Stores	175 Rothesay Avenue	4	February, June, October
073	Fleet Garage / Carpenter Shop	175 Rothesay Avenue	15	February, June, October
077	Works West Garage/Office	1954 Manawagonish Rd	3	January, May, September

LIST OF FACILITIES, NUMBER OF OVERHEAD DOORS, AND SCHEDULE OF INSPECTION				
ID	Facility	Address	Number of Overhead Doors	Schedule of Inspection (by 10th of each month)
079	Works North Garage/Offices	20 McIntosh Street	8	February, June, October
081	Works East Garage/Offices	525 McAllister Drive	7	February, June, October
088	Lancaster Memorial Storage Building	224 Greendale Crescent	2	February, September
092	Police Headquarters	1 Peel Plaza	9	March, June, September, December
093	Works West Salt Building	406 Bay Street	2	February, September



City of Saint John

TENDER # 2023-085701T

OVERHEAD DOOR INSPECTION AND MAINTENANCE SERVICES

APPENDIX C – FORM OF TENDER

PREVENTATIVE INSPECTION, TESTING, AND MAINTENANCE						
ID	Facility	Address	Number of Overhead Doors	Proposed Fee Per Inspection Per Facility (including all doors at each facility) (excluding HST)		
				Year 1	Year 2	Year 3
026	Peter Murray Arena	701 Dever Road	4			
027	Hilton Belyea Arena	400 Lowell Street	4			
028	Charles Gorman Arena	80 University Avenue	4			
030	Stewart Hurley Arena	1500 Hickey Road	4			
032	Leisure Services Maintenance Garage	175 Adelaide Street	7			
033	Leisure Services Storage Building	175 Adelaide Street	1			
035	Forest Hills Maintenance Depot/Office	707 Westmorland Road	2			
036	Forest Hills Ballfield Canteen	707 Westmorland Road	1			
042	City Market (Solarium)	47 Charlotte Street	14			
042	City Market (Fire Shutters)	47 Charlotte Street	2			
061	Fire Station #1	45 Leinster Street	7			
062	Fire Station #2	850 Loch Lomond Road	3			
063	Fire Station #4	36 Courtenay Avenue	5			
064	Fire Station #5	35 Adelaide Street	5			
065	Fire Station #6	290 King Street West	3			
066	Fire Station #7	41 Manchester Avenue	4			
067	Fire Station #8	600 Millidge Avenue	3			
072	Municipal Operations Complex / Central Stores	175 Rothesay Avenue	4			
073	Fleet Garage / Carpenter Shop	175 Rothesay Avenue	15			
077	Works West Garage/Office	1954 Manawagonish Rd	3			

PREVENTATIVE INSPECTION, TESTING, AND MAINTENANCE						
ID	Facility	Address	Number of Overhead Doors	Proposed Fee Per Inspection Per Facility (including all doors at each facility) (excluding HST)		
				Year 1	Year 2	Year 3
079	Works North Garage/Offices	20 McIntosh Street	8			
081	Works East Garage/Offices	525 McAllister Drive	7			
088	Lancaster Memorial Storage Building	224 Greendale Crescent	2			
092	Police Headquarters	1 Peel Plaza	9			
093	Works West Salt Building	406 Bay Street	2			

OVERHEAD DOOR REPAIRS						
Item	Description	Unit	Approximate Quantity Per Year	Rate Per Unit		
				Year 1	Year 2	Year 3
Regular Time						
1	Overhead Door Technician	HR	200	\$	\$	\$
2	Apprentice or Helper	HR	150	\$	\$	\$
Overtime						
3	Overhead Door Technician	HR	50	\$	\$	\$
4	Apprentice or Helper	HR	35	\$	\$	\$
Materials						
5	Percentage Mark-Up on Materials	%	\$ 40,000	%	%	%

Notes:

- * Costs above are to be inclusive of all administrative costs, overhead, and profit and shall be **exclusive of HST**
- ** Costs for labour shall include all wages, fringe benefits, insurance, vehicles, transportation, working tools, equipment costs, etc. and other charges incurred to provide the required services
- *** Percentage mark-up on materials shall include pick-up, transportation, delivery, and all other charges incurred in order to provide required materials to the place of installation
- **** **There is no guaranteed minimum amount of work in this Contract**

Contractor's Organization:		Address:	
Phone:		Fax:	
Email:			
Signing Authority (print name):		Signing Authority Title:	
Signature of Authorized		Date:	