



INVITATION TO TENDER

For

**Installation of Electronic Score Board – Rainbow Gully
Soccer Field**

In

PORTUGAL COVE-ST. PHILIP'S

March 2022

**PCSP-PW-2022-02 Installation of Electronic Score Board –
Rainbow Gully Soccer Field**

Tender Opening: April 6, 2022, 2:30 PM N.S.T

Tender Closing: April 6, 2022, 2:30 PM N.S.T

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SUMMARY OF KEY INFORMATION

INVITATION TO TENDER TITLE	Installation of Electronic Score Board – Rainbow Gully Soccer Field Proponents should use this title on all correspondence.
CONTACT PERSON	The point of contact for this tender is: <i>Nicole Clark</i> <i>Director of Recreation & Community Services</i> <i>Town of Portugal Cove-St. Philip's</i> <i>Email: Nicole.clark@pcsp.ca</i> <i>Phone: 709-895-8000 ext. 236</i>
ENQUIRIES	Please direct all enquiries by email to the Contact Person. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Owner. Enquiries should be submitted no later than 2:00 pm on the day that is five (5) business days before the Submission Time. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
SUBMISSION TIME	Submission time is 2:30 pm Newfoundland Time, Wednesday April 6, 2022, or as indicated in the call for bids, or amended by addendum.
SUBMISSION LOCATION	Tenders are to be submitted to: Director of Public Recreation & Community Services Town of Portugal Cove-St. Philip's 1119 Thorburn Road Portugal Cove-St. Philip's, NL A1M 1T6 Or Via email to: procurement@pcsp.ca

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1.0 INSTRUCTION TO BIDDERS

1. TENDERS

- a. Envelopes containing the Tender are to be clearly marked and forwarded to the Owner at the below address:

Tender for
Town of Portugal Cove-St. Philip's
1119 Thorburn Road Portugal Cove-St. Philip's, NL
Attn: Director, Recreation & Community Services
PCSP-PW-2022-02 Installation of Electronic Score Board – Rainbow Gully Soccer Field

The name and address of the Bidder and the closing time must be shown on the envelope.

- b. Tenders must be received at the above address on or before the exact closing time, (2:30 p.m. NST) and date (April 6, 2022) indicated in the advertisement. TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.
- c. The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Bidders and shall not be completed at the time of tendering.
- d. Before submitting a tender, tenderers shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.
- e. The Town will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

2. TENDER DOCUMENTS

- a. The Tender Documents consist of the Instructions to Bidders, Tender Bid Form, Form of Agreement and any Amendments to the Contract Documents issued during the tender period.
- b. Every interpretation of or addition to the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.

3. TENDER SURETY AND BONDING

- a. Bidding Security

Every tenderer shall submit with their Tender a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and made out in favor of the Town of Portugal Cove-St. Philip's.

The bid bond shall be at least ten percent (10%) of the tendered amount. No bidding security will be required for a tendered amount of less than \$25,000 unless specifically called for elsewhere in the tender document. An approved certified cheque may be substituted in lieu of the bid bond. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds.

The terms of the bid security will be invoked, and the amount retained by the Owner, if the Bidder fails to enter into an agreement when notified of the award of the work within the tender validity period; or fails to provide the required insurance and commence work within fourteen (14) days; or fails to provide the Performance and Labour and Materials Bonds in the amount and within the period specified.

b. Performance Bond

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price. The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than \$25,000.

In lieu of the Performance Bond, the Town may accept at its sole discretion an approved certified cheque for ten percent (10%) of the tendered amount. The cheque will be retained until satisfactory completion of the work including the guarantee period, after which this amount will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

c. Labour and Materials Payment Bond

A Labour and Materials Payment Bond will be required in the amount of fifty percent (50%) of the contract price. The Labour and Materials Payment Bond is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the execution of the formal agreement. No work is to be undertaken until the Labour and Materials security has been received. Labour and Materials security will not be required for a contract valued at less than \$25,000. For contracts under \$50,000 only, In lieu of the Labour and Materials Bond, the Town may accept at its sole discretion an approved certified cheque of ten percent (10%) of the tendered amount. The cheque will be retained until substantial completion of the work as defined by the Mechanics Lien Act and upon receipt of a completed and approved Statutory Declaration Form. This security, if in the form of a cheque, will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

4. COMPLETION OF TENDER FORM

- a. The Tender Form is to be completed in its entirety and submitted in the envelopes provided and the name of the Tenderer entered in the "Name of Bidder" space on the tender envelope. The Tenderer should retain a copy of the tender for its records.

- b. Type or legibly print the information required on the Tender Form.
- c. Type or legibly print the Tenderer's full business name and address in the spaces provided on the Tender Form.
- d. Sign the Tender Form in the space provided as indicated:

In the case of a Sole Proprietorship, the Sole Proprietor will sign where indicated in the presence of a witness who will also sign where indicated. Insert the words "Sole Proprietor" next to the signature.

In the case of a Partnership, all partners will sign where indicated in the presence of a witness who will also sign where indicated. Insert the word "Partner" next to signatures.

In the case of a Limited Company, authorized signing officers in the presence of a witness who will also sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.

- e. Spaces or Appendices will be provided with the Tender Form if required for a list of sub-contractors, use of bid depository, contractor's experience, and list of equipment. All such spaces and appendices must be completed in their entirety legibly by typewriter or by printing in ink.
- f. If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.
- g. Failure to acknowledge receipt of addenda shall be considered an incomplete tender.

5. UNACCEPTABLE TENDERS

- a. Tenders not submitted on the Tender Form provided will not be considered.
- b. Faxed or emailed tenders will not be accepted.
- c. Tenders received after the Tender closing time will not be considered.
- d. Incomplete Tenders will be rejected.
- e. Tenders not accompanied by an approved security in the correct amount will be rejected.
- f. Tenders containing qualification or additional clauses to the Tender Form will be rejected.
- g. Incorrectly prepared tenders may be rejected.
- h. For unit prices in a Stipulated Contract and under a Unit Price Contract, bidders are required to enter a unit price for each and every item bid; this includes lump sum bid items. If any unit price or lump sum price as a unit is omitted by the bidder, then the bid shall be considered incomplete and automatically rejected.

6. AMENDMENTS TO TENDER

Properly documented amendments to the Tender will be permitted up to the Tender closing time. Amendments must be submitted either via courier or in-person and be contained in a sealed envelope marked AMENDMENT – PCSP-PW-2022-02 - Installation of Electronic Score Board – Rainbow Gully Soccer Field. It is the responsibility of the bidder to ensure receipt of amendment by the Town.

7. WITHDRAWAL OF TENDERS AND AMENDMENTS

Bids may be withdrawn without penalty by courier or email (procurement@pcsp.ca) request if received prior to the time fixed for the opening. It is the responsibility of the bidder to ensure receipt by courier, fax or in person, by the Town.

8. SUBSTITUTION OF MATERIALS

Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified, the choice shall be left to the Contractor. Where only one brand name is stated there shall be no substitution.

9. USE OF BID DEPOSITORY

The attention of the Bidder is drawn to the fact that the Bid Depository of the Newfoundland and Labrador Construction Association will be used for the Trade as listed in Appendix N/A.

10. ACCEPTANCE OF TENDER

- a. The Town will not necessarily accept the lowest price nor any tender and reserves the right to cancel this solicitation at any time.
- b. The Town reserves the right to remove a portion of the work identified within from the work to be completed.
- c. Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents, and the successful tenderer becomes the Contractor. The Contractor will be required to execute a formal agreement with the Owner within fourteen (14) days of the date of the letter of intent.

11. CERTIFICATE OF RECOGNITION

The contractor and subcontractors shall within 14 calendar days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association.

12. PERIOD OF WORK

- a. Unless otherwise specified or approved by the Town, the contractor shall be mobilized and on the work site within 14 calendar days after execution of a signed contract agreement.
- b. No work is to commence before the date of the formal agreement.

2.0 ACCESS TO INFORMATION

1. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
2. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
3. **The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.**
4. By submitting a Tender, the Proponent represents and warrants to the Owner that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner, and the use, distribution and disclosure of such information as part of the Tender for the purposes of, or in connection with, this INVITATION TO TENDER and the Competitive Selection Process.
5. For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the Information and Privacy Commissioner at the following link: <http://www.oipc.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

3.0 RESERVATION OF RIGHTS

The Owner reserves the right, in its sole and absolute discretion, to:

1. Amend the scope of work of the tender, and/or modify, cancel, or suspend the tender at any time for any reason.
2. Accept or reject any tender based on the evaluation of the tender based on the guidelines in this Terms of Reference. In particular, the Owner is not obliged to select the proponent with the lowest cost.
3. Reject a tender that fails to meet the Mandatory Requirements.
4. Waive a defect, irregularity, non-conformity, or non-compliance in or with respect to a tender or failure to comply with the requirements of this tender, except for Mandatory Requirements, and accept that tender even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this invitation to tender would otherwise render the tender null and void.
5. Reject, disqualify, or not accept any or all tender without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
6. Re-advertise for new tenders to this or a modified invitation to tender, call for quotes, proposals, or tenders, or enter into negotiations for this work or for work of a similar nature.
7. Make any changes to the terms or the business opportunity described in this invitation to tender.

8. Amend, from time to time, any date, time period or deadline provided in this invitation to tender, upon written notice to all Proponents.

4.0 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

1. Reservation of Rights to Disqualify
 - a. The Owner reserves the right to disqualify any Proponent that in the Owner's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.
2. Relationship and Conflict Disclosure
 - a. Each Proponent, including each member of the Proponent team, shall fully disclose all relationships it may have with the Owner, or any other person providing advice or Works to the Owner with respect to the Work or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage at any time during the invitation to tender Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.
 - b. At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize, or eliminate the actual, perceived, or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Owner may require in its sole and absolute discretion in connection with the consideration of the disclosed relationship and proposed measures.
3. The Owner May Make Advance Decisions
 - a. The Owner may make advance decisions, where the Owner identifies a potential conflict or an unfair advantage. The onus is on the Proponent to clear any potential conflict or unfair advantage, or to establish any conditions for continued participation.
4. Decisions Final and Binding
 - a. The decision of the Owner is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Owner has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.
 - b. The Owner may provide any decision by the Owner regarding conflicts of interest to all Proponents if the Owner, in its sole and absolute discretion, determines that the decision is of general application.

5.0 NO COLLUSION

1. Proponents and Proponent team members, their employees and representatives involved with their tender will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent, or representative of any other Proponent (including any Proponent team member of such other Proponent) regarding the preparation, content or representation of their tenders. For subcontractors that are partnering or considering partnering with more than one Proponent, such subcontractors shall keep all

pricing, strategy or other commercially confidential information discussed with one Proponent confidential in their discussion with another Proponent.

2. By submitting a tender, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent team, represents and confirms to the Owner, with the knowledge and intention that the Owner may rely on such representation and confirmation, that its tender has been prepared without collusion or fraud, and in fair competition with tenders from other Proponents.
3. In the event of any collusion in contravention of this Section, the Owner in its sole and absolute discretion may at any time, but will not be required to, reject all tenders submitted by that Proponent without further consideration or compensation.

6.0 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:

1. Agrees not to bring any claim against the Owner or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its tender for any matter in respect of this INVITATION TO TENDER, including:
 - a. If the Owner accepts a non-compliant tender or otherwise breaches, or fundamentally breaches, the terms of this INVITATION TO TENDER; or
 - b. If the Work or INVITATION TO TENDER process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this INVITATION TO TENDER or both) or the Owner exercises any rights under this INVITATION TO TENDER; and
2. Waives any and all claims against the Owner, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent for any reason, including:
 - a. If the Owner accepts a non-compliant tender or otherwise breaches or fundamentally breaches the terms of this INVITATION TO TENDER or the INVITATION TO TENDER Process; or
 - b. If the Work or INVITATION TO TENDER Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this INVITATION TO TENDER or both) or the Owner exercises any rights under this INVITATION TO TENDER.

7.0 TENDER BID FORM

Tender for: **Town of Portugal Cove-St. Philip's**

1119 Thorburn Road

Portugal Cove-St. Philip's, NL

Attn: Director, Recreation & Community Services

PCSP-PW-2022-02 Installation of Electronic Score Board – Rainbow Gully Soccer Field

- a. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Description of Work, Instructions to Bidders, all Addenda, as well as any other documents included as part of the Tender package for this project

WE, THE UNDERSIGNED, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work as outlined in Appendix E: Engineering Drawings for the sum of:

(\$ _____)

In lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

- b. The work will be substantially performed by August 1, 2022.
- c. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
- i. A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or,
 - ii. A certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section d) below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

d. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 14 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:

- i. Execute the Form of Agreement;
 - ii. If specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
 - iii. Complete substantially all the work included in the contract within the time and under conditions specified.
- e. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
- f. WE declare that the rates and prices variously set forth in the Tender Price Table (Appendix B) have been correctly computed for the purposes of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes and handling charges and all transportation and all other charges.
- g. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all coordination fees, insurance premiums and all other charges.
- h. WE understand and agree to list the name of sub-contractors and suppliers whose bids have been used in the preparation of this tender price on the List of Sub-Contractors Form. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitutions shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

- i. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the contract documents.
- j. WE here acknowledge receipt of the following addenda, if applicable:

Addendum No(s)

- k. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: _____

Address: _____

Postal Code: _____ Email: _____

Telephone: _____ Fax #: _____

Signing Officer

Signing Officer

Witnessed By

Date:

Corporate Seal

8.0 LIST OF SUB-CONTRACTORS

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in “By own forces” in the Company Name column.

This form was completed and submitted by:

Name:	
Address:	
Date:	

This form is an integral part of the Tender and shall be submitted as part of the Tender bid if sub- contractors are to be used.

Work	Category: Sub-contractor or Manufacturer or Supplier	Company Name	Address

For each category identified in the table above, work experience references may be required by the Owner.

APPENDIX A – PROJECT BACKGROUND, DESCRIPTION AND REPORTING DETAILS

1.0 BACKGROUND

The Town of Portugal Cove-St. Philip's is a municipality in the greater St. John's metropolitan area, in the Province of Newfoundland and Labrador. The land area of the Town consists of approximately 5,970 ha (59.7 sq. kilometers). Data from Statistics Canada identified that the Town's population had grown approximately 10.6% between 2011 and 2016; from 7,366 local residents in 2011 to 8,147 local residents in 2016.

A goal of the Town is to provide a growing population with state of the art, and up to date recreation facilities, for use by minor soccer associations, after school programs, school sports, residents who rent the facility, outside entities who rent the facility, and any other persons who avail of this artificial turf complex.

2.0 PROJECT DESCRIPTION

The Town is seeking to have an electronic scoreboard installed at the Rainbow Gully artificial turf soccer field. This project includes removal and disposal of unsuitable excavated material, preparation of subgrade and base material. Placement of reinforced concrete base, with attachment for structural steel. Placement of structural steel and all similar components for support of electronic score board. Required electrical components, and safeguards. Electronic score board will be provided by the Town, and drawings of score board can be seen in Appendix E.

3.0 PROJECT TIMELINE

It is the goal of the Owner to have the project beginning in July 4, 2022, with substantial completion to be achieved by August 1, 2022.

4.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

Nicole Clark
Director of Recreation & Community Services
Town of Portugal Cove-St. Philip's
Email: Nicole.clark@pcsp.ca
Phone: 709-895-8000 ext. 236

The successful Proponent shall maintain a communication structure that includes the Owner and other significant stakeholders.

5.0 ENQUIRIES

All enquiries regarding this tender must be directed to:

Nicole Clark
Director of Recreation & Community Services
Town of Portugal Cove-St. Philip's
Email: Nicole.clark@pcsp.ca
Phone: 709-895-8000 ext. 236

All questions should be submitted, in writing at least ten (10) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses, should not be relied upon.

APPENDIX B – PROJECT OBJECTIVES AND SCOPE OF WORK

1.0 SUMMARY:

Work under this contract includes the installation of an electronic score board located at the Rainbow Gully artificial turf soccer field, within the Town of Portugal Cove-St. Philip's. The location of installation of the electronic score board is to be at the northwest corner of the artificial turf soccer field. Outside of the playing surface area. The scoreboard is to be mounted on structural steel columns, secured onto concrete bases.

2.0 SCOPE OF WORK:

1. General Information

1. The scope of work includes removal and disposal of unsuitable excavated material, preparation of subgrade and base material. Placement of reinforced concrete base, with attachment for structural steel. Placement of structural steel and all similar components for support of electronic score board. Required electrical components, and safeguards. Electronic score board will be provided by the Town, and drawings of score board can be seen in Appendix E.
2. All requirements and specifications for construction are identified in Appendix E, and location of placement shall be marked by the Town. The contractor is responsible to verify all work performed is in accordance with the relevant requirements and specifications outlined in the engineering drawings. All work must be in compliance with current OHS policies and requirements from the federal and provincial governments, including but not limited to the Occupational Health and Safety Act & Regulations. In accordance with this, ensure to contact NL Power, and the Town for locates of any underground services that may be in the area, to prevent damage. Due to location of construction being near an education institution, access to construction site must be controlled and limited to authorized personnel.
3. Photos must be taken prior of commencement of work, of the current state of grounds and access points where construction will take place. Upon completion, reinstatement of grounds and access must match the photos.
4. As-builts must be submitted upon completion of the project, showing location of installation in proximity to Brookside Intermediate and the turf soccer field, as well as location of underground electrical service.
5. The Proponent warrants and guarantees that the Work is free from all defects arising from faulty design or application in any part of the Work that has been provided by the Proponent. The Proponent warrants and guarantees that the Work is free from all defects arising from faulty construction, manufacture, installation, materials or workmanship which appear within twelve (12) months from the date of accepted

completion of the Work or such other period specified in the contract documents.

6. The project management contractor will ensure that all warranties received from product manufacturers.
7. Due to location of construction site, controlled access must be maintained at all times. Evenings, weekends, or any time there is no work being performed, the site must be fully secured.
8. A site visit prior to completion of tender is required. This meeting must take place during Monday-Friday between 8:30am – 4:30pm and include a representative from the Town. The Director of Public Works must be contacted to arrange time and date of site visit.
9. A kick-off meeting is required with Town Public Works Management & Director of Recreation prior to the start of construction, no later than May 20, 2022.

4.0 TENDER PRICE TABLE

Tender Item Description	Quantity	Amount
SCOREBOARD ELECTRICAL SERVICE <ul style="list-style-type: none"> • Electrical • Trench Excavation, with 150mm of bedding sand, and marking tape. <ul style="list-style-type: none"> - Length: approximately 30 meters. • Removal of excavated material unsuitable for reinstatement. • Install appropriate electrical cable in excavated trench to supply score board. • All necessary electrical connections. • Backfilling. • Reinstatement of grounds and access to previous state. 		
SCOREBOARD INSTALLATION <ul style="list-style-type: none"> ▪ Install scoreboard base and structural steel as per Appendix C: Engineering Drawings. ▪ Price to include the following: <ul style="list-style-type: none"> - Structural steel, - Anchors - Bolts - Base plates - Labour cost - All other required materials ▪ As-Built of scoreboard and electrical trench location and connections. 		
SCOREBOARD INSTALLATION <ul style="list-style-type: none"> • Attaching scoreboard to structural steel, including any materials required for placement and securing and all necessary labour. • Ensuring all required connections have been completed. • Commissioning of scoreboard. 		

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted price.
3. If rock is encountered during excavation, an adjustment will be made at a price of \$100.00 per cubic meter (m³).

ADDITIONAL NOTES

Due to COVID – 19 the Town has changed some of the operating practices to ensure safety of staff and public. During this time electronic submissions only will be accepted for this process, as well as a digital opening. Upon awarding of the contract, the proponent will have to ensure that the public health guidelines on COVID-19 are met for work completion.

We know this is a challenging time and we thank you for your co-operation and understanding.

Provincial Supplier Allowance

In the evaluation of submissions, the Town must apply a ten per cent (10%) reduction to the bid price of a provincial supplier prior to the evaluation based on the thresholds for the Canadian Free Trade Agreement (CFTA). The 10% reduction only needs to be applied when the evaluation includes suppliers that are not provincial suppliers.

The submission with the lowest price, following the application of the provincial supplier reduction allowance if required, and that meets all the requirements will ultimately be determined to be the preferred supplier and be awarded a contract if an award is made.

ATIPPA

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.

Project Team & Experience

Each bid must contain three (3) completed projects of a similar scope. These three (3) projects should clearly identify the following, which can be found in a Project Reference Form in Appendix D.

- Project Location
- Client
- Client Reference
- Project Type
- Services
- Duration (start and finish dates)
- Approved Funding
- Final Project Cost
- Key Proponent Roles
- Key Project Staff Role

Along with the Project Reference Form, the Key Personnel Form must also be completed for each key member associated with installation of the electronic scoreboard.

Project management practices shall be in accordance with well-established practice and standards, accepted and recognized by project management associations and the industry.

APPENDIX C: CERTIFICATE OF INSURANCE

THIS CERTIFICATE OF INSURANCE SHOULD BE DELIVERED TO CONSULTANT, THE DEPARTMENT, AND/OR THE OWNER WITHIN 30 DAYS OF THE AWARD OF THE CONTRACT AND BEFORE CONSTRUCTION BEGINS.

DESCRIPTION & LOCATION OF WORK		
PROJECT NO.	AWARD DATE	VALUE \$
INSURER	Name:	
	Address:	
BROKER	Name:	
	Address:	
INSURED	Name:	
	Address:	
ADDITIONAL INSURED	___ HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS	
	___ THE OWNER	
	___ ARCHITECTURAL AND ENGINEERING CONSULTANTS OF THE OWNER (EXCLUDING PROFESSIONAL LIABILITIES)	

THIS DOCUMENT CERTIFIES THAT THE FOLLOWING POLICIES OF INSURANCE AND INDICATED COVERAGE ARE AT PRESENT IN FORCE SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS AS CONTAINED THEREIN COVERING THE OPERATIONS OF THE INSURED IN CONNECTION WITH THE ABOVE NOTED CONTRACT MADE BETWEEN THE NAMED INSURED AND THE OWNER.

POLICY TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE Y/M/D	LIMITS OF LIABILITY
1.1 COMMERCIAL GENERAL LIABILITY 1.2 WRAP-UP LIABILITY INCLUDING WHERE INDICATED: A. BLASTING B. PILE DRIVING OR CAISSON WORK C. REMOVAL OR WEAKENING OF SUPPORT	1.1 1.2 A (Y/N) B (Y/N) C (Y/N)	1.1 _____ 1.2 _____	1.1 _____ 1.2 _____	MINIMUM \$2,000,000.00
2A. BUILDERS' RISK "BROAD FORM" OR 2B. INSTALLATION FLOATER "BROAD FORM" OR 2C. PIERS, WHARVES, & DOCKS RIDER COVERAGE MAINTAINED UNTIL ARCHITECT/ENGINEER ISSUES CERTIFICATE OF SUBSTANTIAL PERFORMANCE	2A _____ OR 2B _____ OR 2C _____ (Y/N) _____	2A _____ 2B _____ 2C _____	2A _____ 2B _____ 2C _____	100% OF THE VALUE OF WORK COVERED
3. AUTOMOBILE LIABILITY INSURANCE				MINIMUM \$2,000,000.00
4. AIRCRAFT AND/OR WATERCRAFT WATERCRAFT LIABILITY (IF APPLICABLE)				MINIMUM \$2,000,000.00
5.				

"THE INSURER AGREES TO NOTIFY THE NAMED INSURED, HER MAJESTY AND/OR THE OWNER, IN WRITING, THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE OF ANY POLICY EXCEPT IN THE EVENT OF NON-PAYMENT WHERE POLICY CONDITIONS DEALING WITH TERMINATION WILL APPLY."

NAME OF INSURER'S OFFICER OR AUTHORIZED REPRESENTATIVE:	SIGNATURE:	DATE:
		TELEPHONE NO.:

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE OWNER TO REQUEST, AT ANY TIME, DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES

APPENDIX D – PROJECT REFERENCE AND PERSONNEL REFERENCE TEMPLATES

PROJECT REFERENCE FORM

Project Location

Project Description

Client

Client Reference

Project Type

Services

Role of Proponent

Duration

Start Date:

End Date:

Approved Funding

Final Project Cost

Challenges

Key Proponent Roles

Key Project Staff Role

KEY PERSONNEL FORM

Insert photo if applicable

Name

Title

Experience

Contact

Role for Proposed Project

Reference Project Role

Reference Project 1:

Reference Project 2:

Reference Project 3:

APPENDIX E – ENGINEERING DRAWINGS