

 <p>35 Carolina Avenue Stephenville, NL A2N 3P8</p> <p>www.cna.nl.ca/tenders</p>	<p>DATE OF INVITATION:</p> <p>14 August 2013</p>	<p>TENDER NUMBER:</p> <p>2013-81</p>	<p>Closing Time: 27 August 2013 2:00 P.M. Newfoundland Local Time</p> <p>Public Opening: 27 August 2013 2:05 P.M. Newfoundland Local Time</p>
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<p>INVITATION TO TENDER</p>	<p>DIRECT INQUIRIES TO: Sharon Alexander Email: sharon.alexander@cna.nl.ca Fax: 709-643-7971</p>
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<p>SUBMITTED BY: (Company Name and Address)</p>	<p>PLEASE QUOTE PRICES FOB DESTINATION TO BE DELIVERED TO</p>	<p>College of the North Atlantic Prince Philip Drive Campus St. John's, NL</p>
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ITEM	DESCRIPTION/SPECIAL INSTRUCTIONS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	<p>College of the North Atlantic invites Tenders for the Supply & Installation of Suspended T-Bar Ceiling and PC350 Gravity Lock Partition system as per specifications listed within at the Prince Philip Drive Campus, St. John's, NL.</p> <p>Contract Duration: Upon Award for 12 months with an option to extend for one additional 12 month period, providing terms and conditions remain the same and by mutual consent of College and the Contractor.</p> <p>This Tender consists of:</p> <p>Invitation To Tender Form 1 Page Maintenance Agreement 10 Pages Terms and Conditions for Purchasing 3 Pages</p>			

<p>NAME OF OFFICIAL (Please Print)</p>	<p>SIGNATURE:</p>	<p>DATE:</p>
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<p>TELEPHONE NUMBER:</p>	<p>FAX NUMBER:</p>	<p>DELIVERY DATE:</p>	<p>PAGE 1 OF 1</p>
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The Bidder offers to sell and/or supply, upon the terms set out herein (and any on any enclosed sheets) the supplies/services listed above (and on any attached sheets) at the prices quoted.

IMPORTANT – TERMS AND CONDITIONS FOR PURCHASING ATTACHED & ANY ATTACHED DOCUMENTS CONSTITUTE PART OF THE TENDER. THIS DOCUMENT CANNOT BE ALTERED IN ANY MANNER.

T-Bar Ceiling and Partition System Agreement

BETWEEN: _____

(here and after referred to as the Contractor).

AND: College of the North Atlantic
P. O. Box 5400
432 Massachusetts Drive, Stephenville, NL
A2N 2Z6 (herein after referred to as the Corporation).

It is agreed that the Contractor will perform **SUPPLY AND INSTALL SUSPENDED T-BAR CEILING AND PC350 GRAVITY LOCK PARTITION SYSTEM (VINYL BOARD, GYPROC, STEEL STUDS AND ACCESSORIES)** at Prince Philip Drive Campus when called upon and as directed by the Building Manager or his representative.

The Contractor will be subject to the following terms and conditions:

1. SAFETY

The Contractor shall, at all times, exercise maximum safety precautions and will assume responsibility for the protection of its employees and the Corporation property, which includes buildings other than the main building located on Prince Philip Drive. The Corporation shall, in no way, accept responsibility in the event of accidents affecting either the employee or the Corporation property. The Contractor must produce evidence of payment to Workplace Health, Safety and Compensation Commission. The Contractor must also provide documentation certifying that he is still registered and in good standing with the Workplace Health, Safety and Compensation Commission prior to final payment of contract invoices.

2. PROTECTION OF WORK AND PROPERTY

- 2.1 The Contractor shall provide and maintain adequate protection as approved by the Building Manager for the building and its contents during the progress of his work.
- 2.2 The Contractor will be solely responsible to ensure that the owners property is not damaged, destroyed, or stolen during the progress of work. Any damage or injury resulting from the actions of the contractor or his employees to the work and the property of the owner will be made good with new materials as required to match existing work in kind, quality, and workmanship at the expense of the contractor.
- 2.3 Before commencing any work, the contractor shall assess the effect of the proposed work on the existing building structure or systems. Any work which could result in an adverse on building safety and operations must be brought to the attention of the Building Manager for approval.

T-Bar Ceiling and Partition System Agreement

Page 2

- 2.4 The Contractor shall be completely responsible for the safety of the work as it applies to protection of the public and property and the construction of the work. The codes that must be followed and enforced for safety must include but are not limited to the following:
- A. The National Building Code, Part 8, Construction Safety Measures (Latest Edition).
 - B. The Workplace Health, Safety and Compensation Board Accident Prevention Regulations (Latest Edition).
 - C. Canadian Code for Construction Safety (Latest Edition) is issued by the Associate Committee of the National Building Code.
 - D. The Occupational Health & Safety Act and Regulations (1997).
 - E. WHMIS
 - F. Canadian Electrical Code

3. INVOICING

- A. Separate invoicing will be required for each job performed and submitted immediately after the completion of the job. Discounts and trade allowance of every kind shall be deducted to show the new amount payable. All applicable taxes (e.g. H. S. T) shall be shown separate on the invoices. Failure to comply with the terms of invoicing could delay payment of that invoice and could be due cause for terminating this Contract after notice in writing has been given.
- B. The Contractor shall be expected to obtain the best supplier price available for any materials used and pass on this price to the College. The College also reserves the right to request confirmation of prices charged for materials, if, in the opinion of the College, the prices charged seem excessive.
- C. The College reserves the right to determine the number of Journeyperson, Apprentices and /or Laborers required to perform each job. College of the North Atlantic employees may assist.

4. PRICING:

The following rates will apply to supply and install Suspended T-Bar Grid and Ceiling Tiles (fire rated).

<u>PRODUCT</u>	<u>SIZE</u>	<u>PRICES</u>
Armstrong, Second Look IV or equal.	2' X 2'	\$ _____ per sq ft. (1)
	2' X 4'	\$ _____ per sq. ft. (2)

T-Bar Ceiling and Partition System Agreement
Page 3

Bulkheads where applicable \$ _____ per sq. ft. (3)

Armstrong, Cortege or equal 2' X 2' \$ _____ per sq. ft. (4)

#823 fire guard or equal 2' X 4' \$ _____ per sq. ft. (5)

Remove existing tiles and replace with new tiles \$ _____ per sq. ft. (6)

Hourly rate for the repair of existing T-Bar grid work. \$ _____ per hour. (7)

The following rates will apply to supply and install PC 350 Gravity Lock Partition System on a price per unit basis in the following categories.

DESCRIPTION

FLOOR TO CEILING WALLS

Price per sq. ft.

VB direct to existing walls \$ _____ (8)

1 5/8 steel studs 24". O. C.
 with VB one (1) side \$ _____(9)

with VB both sides \$ _____(10)

2 1/2 steel studs 24" O. C.
 with VB one (1) side \$ _____(11)

with VB both sides \$ _____(12)

T-Bar Ceiling and Partition System Agreement
Page 4

3 5/8 studs 24" O. C.

with VB one (1) side \$_____ (13)

with VB both sides \$_____ (14)

6" steel studs 24" O. C

with VB one (1) side \$_____ (15)

with VB both sides \$_____ (16)

Aluminum door frames

3' - 0" x 6' x 8" Each \$_____ (17)

Pressed steel door frames (fire rated) welded

3' - 0" X 6' - 8" Each \$_____ (18)

R-8 Sound Blanket: _____ sq. ft. (19)

Aluminum window frame: _____ lin. ft. (20)

Polished Georgian wire glass 1/4 _____ sq. ft. (21)

Steel door fire related

3' - 0" x 6"- 8" x 1 3/4

C/W hinges _____ each (22)

Wood matte core door

3' - 0" x 6"- 8" x 1 3/4

C/W hinges _____ each (23)

FREE STANDING WALLS

Free standing walls are defined as walls that are not CONTINUOUS from floor to ceiling and supported in the following manner:

- G. 4' in height walls to be supported from the floor only with metal brackets, and or, supported to the ceiling with a 4" square column at 8' OC, Bracket supplied by owner, installed by contractor.
- B. 4' in height walls to be supported at the floor in the conventional manner and at the ceiling with 4" square columns spaced at 8' OC

Payment for free standing walls will be based on a minimum height of 4 feet x length.

	Price per sq. ft.
VB direct to existing walls	\$ _____ (24)
1 5/8" steel studs 24" O.C.	
with VB one (1) side	\$ _____ (25)
with VB both sides	\$ _____ (26)
2 2@ steel studs 24" O.C.	
with VB one (1) side	\$ _____ (27)
with VB both sides	\$ _____ (28)
3 5/8" steel studs 24" O. C.	
with VB one (1) side	\$ _____ (29)
with VB both sides	\$ _____ (30)
6" steel studs 24" O.C.	
with VB one (1) side	\$ _____ (31)
with VB both sides	\$ _____ (32)
Gyproc direct to existing walls	\$ _____ (33)
1 5/8" steel studs 24" O.C.	
with 5/8 Gyproc one (1) side	\$ _____ (34)
with 5/8 Gyproc both sides	\$ _____ (35)

**T-Bar Ceiling and Partition System Agreement
Page 6**

2 1/2 steel studs 24" O.C.		
with 5/8 Gyproc one (1) side	\$ _____	(36)
with 5/8 Gyproc both sides	\$ _____	(37)
3 5/8" steel studs 24" O.C.		
with 5/8 Gyproc one (1) side	\$ _____	(38)
with 5/8 Gyproc both sides	\$ _____	(39)
6" steel studs 24" O.C.		
with 5/8 Gyproc one (1) side	\$ _____	(40)
with 5/8 Gyproc both sides	\$ _____	(41)

GYPROC AND STEEL STUDS

Price per sq. ft.

Price per sq. ft.

DESCRIPTION:

1/2 Fire - Rated

5/8 Fire Rated

Gyproc direct to existing walls.	\$ _____ (42)	\$ _____ (43)
1 5/8" steel stud 24" O.C with Gyproc one (1) side	\$ _____ (44)	\$ _____ (45)
with Gyproc both sides	\$ _____ (46)	\$ _____ (47)
2 2@ steel studs with Gyproc one (1)	\$ _____ (48)	\$ _____ (49)
with Gyproc both sides	\$ _____ (50)	\$ _____ (51)

T-Bar Ceiling and Partition System Agreement
Page 7

6" steel studs 24" O.C.

3 5/8" steel studs

with Gyproc one (1) side	\$ _____ (52)	\$ _____ (53)
with Gyproc both sides	\$ _____ (54)	\$ _____ (55)

with Gyproc one (1) side	\$ _____ (56)	\$ _____ (57)
with Gyproc both sides	\$ _____ (58)	\$ _____ (59)

Hourly Rate for Labor

Journeyman (Hourly Rate) \$ _____ (60)

Apprentice (Hourly Rate) \$ _____ (61)

5. CANCELLATION:

The Corporation reserves the right to cancel this contract without notice in the event that the work performed is not satisfactory, or in cases where the Contractor is not available, or is not responding to calls to our satisfaction.

6. INSURANCE:

The successful bidder shall be required to carry insurance and provide a certificate from an Insurance Company licensed to do business in Newfoundland giving the following details:

- (a) **Insurance Company Name:** _____
- (b) **Policy Number:** _____
- (c) **Further, successful bidder will be asked to name College of the North Atlantic as additional named insured on their policy.**
- (d) **Successful bidder MUST show proof of a minimum of one million dollars liability insurance.**

7. **INDEMNIFICATION:**

The Contractor shall protect himself and save harmless the owner from and against all claims, losses, costs, damage, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the work, including his omission, improper acts, or delays in executing the work.

Without restricting the generality of the foregoing, the Contractor shall maintain insurance acceptable to the owner, during the period of the contract or any extension to the following limits:

7.1 Comprehensive Minimum General Liability in the amount of \$1,000,000 to cover all operations of the contract especially third party and property damage, throughout the term of this contract.

7.2 The Contractor shall provide suitable documentation certifying that he is registered and in good standing with the Workplace Health, Safety and Compensation Commission.

7.3 The Contractor will also be required to provide similar Workplace Health, Safety and Compensation Commission Certification prior to receiving payment on substantial and total performance of the work.

7.4 Certificate of Recognition

(A) The contractor within 14 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.

(B) At anytime during the term of the contract, when requested by the College, the contractor shall provide such evidence of compliance by any or all of his or her subcontractors.

8. **EFFECTIVE DATES OF CONTRACT: Upon Award for 12 Months**

With an option to extend for one additional 12 month period, providing terms and conditions remain the same and by mutual consent of College and the Contractor.

9. **CHECK -IN AND CHECK -OUT TIMES:**

The Contractor shall instruct all of his employees working under this Contract to sign- in and sign out of the building in a book provided in Physical Operations sign-in room and have Physical Operations personnel verify the time. Contractor employees are required to sign-out each time they leave the premises regardless of the reason for leaving. **Payment of bills will not be made without confirmation of time through the use of the book provided.**

10. MATERIALS:

Materials will be charged at contractors cost, plus 10% mark-up, plus 10% profit. This mark-up shall cover all pick-up and delivery charges, administration costs, and other related costs.

The Contractor **must** supply a copy of the supplier=s invoice for all items in excess of \$100.00. This **must** accompany the Contractor=s invoice to the College. The College reserves the right to request copies of all supplier=s invoices regardless of amount.

11. PROJECTS:

This contract does not include planned projects or major pieces of work. The College will invite quoted prices from other Contractors for projects that are over and above regular maintenance service work.

12. SUPERVISION:

The Contractors must incorporate in the tendered price the cost of company supervisor=s time spent on the job site for periodic inspections of company personnel, estimating, compiling data from completed work for invoicing and/or job progress.

13. SECURITY CLEARANCE:

The Contractor must inform his employees that a security clearance may be required. The Contractor may be required to submit certificates of conduct for his employees upon request. These certificates may be obtained through the Royal Newfoundland Constabulary/RCMP and must be supplied to the Building Manager before work commences.

14. PLANT REQUIREMENTS:

All common manual hand tools and portable electric hand tools complete with accessories associated with the refrigeration trade are to be supplied by the contractor at no cost to the College.

15. EXPERIENCE AND TRAINING:

Refrigeration/Air Conditioning personnel must have journeyman qualification certificate of competency recognized by the Provincial Department of Labour. Apprentices must be registered with the Department of Labour and certificates must be supplied to the Building Manager before work commences.

16. EMERGENCIES:

The Building Manager or his designate has authority in any emergency to stop progress or make changes to the work whenever in his opinion such stoppage or changes may be necessary to ensure the safety of life or structure or neighboring property.

DATED: _____

CONTRACTOR: _____

WITNESS: _____

CORPORATION: _____

PURCHASING DEPARTMENT

General

1. Inquiries before tendering should be directed in writing to the official whose name is shown in the appropriate box on the tender form and firms should quote the tender number on any correspondence. In the case where a tender envelope has been sent to the bidder, do not use the tender envelope for inquiries because tender envelopes are not opened before tender closing time. All requests for tender award prices should be in writing and sent to the purchasing department.
2. Responses by fax will be accepted, however the College will not be held responsible for errors or omissions in fax transmissions. Responses may be sent by facsimile, using the official tender forms, to 709-643-7971. Bids by facsimile are accepted for the convenience of the Bidder. A Bidder submitting a Bid by facsimile does so at their own risk. Tender documents submitted by facsimile must be received "in full" at the College of the North Atlantic, Purchasing Department, by the specified closing time. Bids received late, or not received completely by the closing time will not be considered. Documents in transmission after the closing time will be considered late tenders. Bidders are responsible for ensuring their Bid, however submitted, is received on time at the specified location. All responses must be received before the exact closing time and date indicated. Responses received after that time will not be considered.
3. In the case where tender envelopes are used, tenders must be submitted on the official tender form in sealed envelopes, showing the closing time and tender number and delivered before the closing time to:

SUBMIT TO:

**Purchasing Department
35 Carolina Avenue
Stephenville, Newfoundland
Canada, A2N 3P8
Telephone: 709-643- 7853
Facsimile: 709-643-7971**

4. Please ensure that your firm's name, address, tender number and the closing date appears on the outside of the tender envelope.
5. The firm's name must appear on the tender and the forms provided must be completed in their entirety. Failure to submit a tender on the provided forms and/or failure to comply with all the terms and conditions will result in disqualification of the bid.
6. Any tender may be accepted or rejected in whole or in part. The lowest or any tender will not necessarily be accepted.
7. Prices include customs and brokerage fees, packing, cartage and loading charges, unless otherwise specified in the tender.
8. It is understood that the tender offer will remain open for acceptance by the College for a period of not less than 30 days from the closing date of tender, unless otherwise indicated herein.
9. Firms must satisfy themselves that the item on which they are tendering is available for delivery on the date they specify on the tender, as such a quotation is legal and binding.
10. Unless otherwise stated herein, all prices quoted shall be regarded as net, unless a cash discount is specified, taxes extra.

11. In case of error in the extension of prices, the unit price will govern.
12. If required, the bidder will enter into a formal contract containing such items and conditions (not inconsistent with the terms and conditions of this tender) as may be required. Unless and until such a formal contract is entered into, this tender and any acceptance of tender shall together be the complete and only contract.
13. If applicable, items must be C.S.A. approved. The College may also take into account any approvals or recommendations provided by neutral, independent third parties as to energy efficiency or environmentally friendly products.
14. Bidders shall provide brochures, descriptive literature or specifications for such items as furniture, equipment, etc. Failure to provide such literature or specifications sufficient to show that tender specifications have been met shall result in the disqualification of the bid. Equipment, furniture, etc. must be new unless otherwise specified in the tender.
15. Acquisition made as a result of this tender will be governed by the laws of the Province of Newfoundland and Labrador.
16. Bidders must ensure that you have read and understand all requirements articulated on this document -the invitation to tender and any other documentation provided. Failure to meet all requirements will result in the disqualification of your bid.
17. Any bidder wishing to clarify any aspect of a tender or express concern over specifications or basis of evaluation must make a written submission. Only written submissions will be answered and such answers will be in writing and will be provided to any bidder who receives tender documents. **Submissions must be received 48 hours prior to the tender closing date.**
18. College of the North Atlantic reserves the right to modify the terms of a tender document at any time prior to closing, at its sole discretion. When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable bid preparation.
19. College of the North Atlantic will not consider or issue amendments, corrections or extensions of a tender 24 hours before the noted tender closing time.
20. Or equivalent: Bidders must provide detailed specifications on all furniture, equipment, etc, offered in order to determine equivalency in those circumstances where bidders are not supplying the specific unit described. College of the North Atlantic shall be the sole judge as to the suitability of the equipment and/or services to be purchased. Whenever reference to a specific brand name is made in a tender/proposal, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by College of the North Atlantic as best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of College of the North Atlantic, thereby incorporating the requirements by reference within the specification. An equivalent (or equal) may be offered by bidders, subject to testing and evaluation at the option of College of the North Atlantic prior to award of bid. College of the North Atlantic reserves the sole right to reject a substituted component that will not fulfill requirements. It shall be the sole responsibility of bidders to provide at the bidder's expense any product information, test data and other information or documents College of the North Atlantic may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation, including destructive testing at qualified test facilities at bidder's expense, may be required as a condition of acceptance
21. Where dimensions are shown, suppliers are advised that they are for descriptive purposes only. Variations will be accepted provided the product is suitable for the intended use.
22. Payment Terms: 30 Days net

23. Quantities: College of the North Atlantic reserves the right to make purchases of additional quantities providing prices, terms and conditions remain the same as provided in the original tender documents.
24. College of the North Atlantic reserves the right to reject bids received from bidders who cannot show a reasonable acquaintance with and do not possess proper qualifications for the preparation and proper performance of the class of work involved. Evidence of such competence must be furnished by the bidder if requested to do so prior to the acceptance of the bid and execution of the contract documents.
25. Unless otherwise specified in the tender document, evaluation will be made on the mandatory requirements only and no weight or value will be given to added values.
26. Bidders may only submit one (1) bid per line item. Multiple bids per line item may be rejected. Bidders with multiple options on items may submit multiple tender documents. (For each alternate bid, a complete separate tender document must be submitted)
27. Bidders who are currently in a legal dispute with the College about the provision of wares or services substantially similar to those being sought under this tender are disqualified from bidding.
28. Bidders please note: The College is a public body and is subject to the Provisions of the Access to Information and Protection of Privacy Act S.N.L. 2002, c. a-1.1 (ATIPP). Any information supplied to and held by the college may be subject to requests from the public made under ATIPP for access to this information. You will be notified of any such request and will be given the opportunity to make representations on the request. The College will not be responsible for any legal costs incurred by you in making such representations and will not make any such representations on your behalf.
29. Holdbacks: College of the North Atlantic reserves the right to withhold payment of 10% of the overall tender value until all conditions of the tender are met to the satisfaction of the College. These holdback funds will also serve as security for the remedy of any breach of the tender.
30. Liquidated damages applicable to heavy equipment only: Heavy Equipment shall be delivered to the location specified in the tender within 120 days of issuance of the purchase order by the College. Should the successful bidder fail to deliver the heavy equipment as required within this 120-day timeframe, the successful bidder will pay to the College, as liquidated damages and not as a penalty, an amount equal to the total per-day rental cost of equivalent heavy equipment to that specified in the tender, calculated from the 121st day after issuance of the purchase order by the College until the date of actual delivery.