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## PURCHASING DEPARTMENT

### General

- 1) All Inquiries during the tendering process must be directed in writing to [anna.oquinn@cna.nl.ca](mailto:anna.oquinn@cna.nl.ca) and must reference Tender/RFP number in the subject line. Requests for opening results can also be sent to [anna.oquinn@cna.nl.ca](mailto:anna.oquinn@cna.nl.ca)
- 2) **IMPORTANT NOTICE: COVID-19 CHANGE TO BID SUBMISSION** Responses to this solicitation must be submitted by email to the following address: [tenders@cna.nl.ca](mailto:tenders@cna.nl.ca) . The tender/RFP number only must be clearly provided in the subject line. All responses must be received to the designated email by the date and time as indicated in the solicitation document. Late responses will not be considered. Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by the email stated above will not be accepted. Bidder acknowledges the fact that email is NOT a guaranteed delivery method and is subject to what is conventionally referred to as ANTI-SPAM filters that may impact the delivery of the email to our email account. Bidder acknowledges that the college will not be responsible for an email once it has left the college server unless the delivery failure is caused solely by the gross negligence of the college. The email system will automatically send a confirmation to the Bidder advising if the emailed submission has been received. Onus and responsibility rests solely with the Bidder to ensure that their bid is received by the submission deadline and at the location specified. If the Bidder does not receive a confirmation email, immediately call the tender contact person at the telephone number provided in the tender document.
- 3) Bidders are advised to make submissions well before the deadline. Bidders making submission near the deadline do so at their own risk.
- 4) 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.
- 5) College of the North Atlantic reserves the right to cancel this solicitation at any time. The lowest, or highest ranking, or any bid may not necessarily be accepted. Any tender may be accepted or rejected in whole or in part.
- 6) Prices include customs and brokerage fees, packing, cartage and loading charges, unless otherwise specified in the tender.
- 7) 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.
- 8) 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.
- 9) Unless otherwise stated herein, all prices quoted shall be regarded as net, unless a cash discount is specified, taxes extra.
- 10) In case of error in the extension of prices, the unit price will govern.
- 11) 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.
- 12) 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.

- 13) Bidders must provide specifications, brochures or descriptive literature for all items. Failure to provide such literature or specifications sufficient to show that tender specifications have been met shall result in the disqualification of the bid. All Items must be new unless otherwise specified in the tender.
- 14) Acquisition made as a result of this tender will be governed by the laws of the Province of Newfoundland and Labrador.
- 15) 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.
- 16) Any bidder wishing to clarify any aspect of a tender/RFP or express concern over specifications or basis of evaluation must make a written submission to [anna.oquinn@cna.nl.ca](mailto:anna.oquinn@cna.nl.ca) Only written submissions will be answered, and such answers will be in writing and will be provided to any bidder that signed up for Amendment Notification. **Submissions must be received 48 hours prior to the tender closing date. 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.**
- 17) 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.
- 18) **OR EQUIVALENT:** Bidders must provide detailed specifications on all items offered in order to determine equivalency in those circumstances where bidders are not supplying the specific item 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
- 19) Payment Terms: 30 Days net
- 20) 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.
- 21) 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.
- 22) 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)
- 23) 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.

- 24) 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.
- 25) 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 121<sup>st</sup> day after issuance of the purchase order by the College until the date of actual delivery.
- 26) The financial value of a contract resulting from this procurement process will be publicly released on our website under Awarded Tenders. <https://www.cna.nl.ca/Tenders>
- 27) 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**.
- 28) Unless otherwise specified in the tender document, either party may cancel this contract by providing (30) thirty days written notice.
- 29) This procurement opportunity is subject to the provisions of the Agreement on Internal trade and Atlantic Procurement Agreement within the defined thresholds.

Revised 29 July 2021