
MUNICIPALITY OF THE COUNTY OF

ANTIGONISH

Heat Pumps Tender

Antigonish County Court House – Tender 2019

Tender Document; includes scope of work, conditions and tender application

Name of Public Tender:	Antigonish County Court House Heat Pumps Tender 2019
Location of Work:	Antigonish County Court House, 172 Main Street Antigonish NS
Tender Closing Date:	Friday October 25, 2019
Closing Time:	2pm
Opening Time:	2pm on closing date; immediately following closing.
Opening Location:	Board Room, Municipality of the County of Antigonish Administration Building at 285 Beech Hill Road, Antigonish, NS
Date of Publication:	October 9, 2019

Built in 1855, the Antigonish County Court House was designated as a National Historic Site in 1981 because it is considered to be one of the best examples of the typical mid-19th century maritime courthouse in Nova Scotia. Although it has undergone some modifications, and survived a major fire, the building retains the layout and room functions, as well as the classicized ornamental details on a simple frame, typical of court houses of the period in the province. It continues to serve its original use.

Sealed Tenders from contractors will be accepted until **2:00 p.m., AST, Friday, October 25, 2019**, by **Beth Schumacher, Deputy Clerk, of the Municipality of the County of Antigonish**, and are to be submitted with the bid form provided in an envelope marked “**Antigonish County Court House – Heat Pump Tender 2019**”.

Bidders are solely responsible for the delivery of their bids in the manner and time prescribed. Bids received after the time and date stated will be rejected. Tenders may be accepted in person, at 285 Beech Hill Road or electronically (in .pdf format) to beth.schumacher@antigonishcounty.ns.ca with **Antigonish County Court House Heat Pump Tender 2019** in the subject title.

Following the Municipality’s **Policy 16 – Procurement and Sustainable Purchasing**, evaluation of all tenders will be based on best value and the principles outlined in Section 5 of the Policy. Other factors that will be considered include tender compliance, calendar / timeline of work, qualifications, price, references, and when applicable, warranty.

The Municipality of the County of Antigonish reserves the right to accept any tender that is, in its discretion, is deemed to provide the best value; **or**, to reject any or all tenders for any reason.

Section 1.0 Building and Project Background

1. Background:

Antigonish County Court House is located on the main commercial street in the heart of the Town of Antigonish. Designed and built in 1855 by local carpenter Alexander McDonald, it is a simple, vernacular building with strong Greek Revival influences, consisting of a two-storey wood frame construction fronted by a temple-like pedimented portico. Although it has undergone some modifications, and survived a major fire, the building retains the layout and room functions, as well as the classicized ornamental details on a simple frame, typical of court houses of the period in the province. It continues to serve its original use.

Key character-defining elements that relate to these values include the following:

- The two-and-a-half storey, rectangular massing under a front-sloping gable roof;
- The wood-frame construction with clapboard siding;

- The symmetrical principal elevation with pedimented portico supported by four large volute columns of the Greek Ionic order;
- The five-bay façade with central principal entrance and regularly placed double-height, multi-pane windows;
- The wooden exterior detailing that includes a prominent pediment, a wide frieze under the eaves, a series of fluted pilasters marking the bays of the façade;
- The double doors of the main entrance with a semi-circular fanlight above;

2. Scope of Project

Supplementary Heat Pump System

The Courthouse is currently heated using an electric water boiler, which feeds electric heat registers throughout the main floor of the building. A heat pump provides supplementary heating and cooling to the Jury Room, but this unit is fairly old. Ceiling fans in the main courtroom were replaced in 2018 and assist with air circulation through the courtroom and gallery. The overall size of the building's ground floor area is just under 200 sq metres (2150 sq ft), and the main courtroom is open to second floor mezzanines.

Quotes are requested for the following with respect to a supplementary heat pump system to be installed in the main courtroom of the building:

1. To supply all labour, materials, equipment and tools required to complete the project.
2. To provide details on the model, size, and configuration of the system proposed (interior and exterior equipment locations), including pictures of the equipment;
3. The system should be designed in such a manner to minimize the visual impact of the units from both the interior and exterior of the building while providing supplementary heating and cooling to the main courtroom of the building, and may include the removal of the existing heating registers on either side of the Judge's Bench in the Courtroom, if necessary, for the interior heat pump equipment;
4. Pricing should include any necessary removal of any existing boiler registers, and any electrical work.

Further, quotes are requested to include the replacement of the existing heat pump system that is in the Jury Room to a unit that is appropriately sized for that space.

Section 2.0 General Standard Terms and Conditions

1. The contractor(s) are responsible to ensure all materials, supplies, etc., provided are new and of the highest quality. Materials and methods are to be approved in writing by Antigonish County Municipal Clerk/Treasurer or Deputy Clerk.
2. The contractor(s) is responsible for all work to confirm to professional standards of care and practice, to be of the highest quality and be free from all faults, defects and errors.
3. All work to be performed shall be in accordance with all applicable municipal, provincial, and federal regulations and codes. The contractor(s) accept liability for any work required to complete the job or rectify deficiencies in accordance with such codes and indemnifies the Municipality of the County of Antigonish in the event of injury, damage, claim, or action arising from the contractor's failure to comply with all regulations and codes. In any case of conflict or discrepancy, the most stringent of requirement shall apply.

4. The contractor / successful bidder will be responsible for securing any permits necessary, including Building Permits that may be required from the Town of Antigonish, to ensure compliance with all codes, regulations, and by-laws.
 - a. Included in this responsibility are regulations under the Nova Scotia Occupational Health and Safety Act and Regulations
<http://nslegislature.ca/legc/statutes/occupational%20health%20and%20safety.pdf>
 - b. Up-to-date fall protection training is necessary dependent on the equipment used for this Tender Project. Certified copies of training certificates must be submitted to the Municipality prior to contract start.
5. The contractor(s) are responsible for maintaining a clean, safe work site and are responsible for clean-up and disposal of waste at project end.
6. In the event that a contractor fails to perform any work in accordance with specifications or leaves work unfinished, the Municipality of the County of Antigonish may enlist another, whom they deem fit, to complete the work. The original contractor is liable for the cost incurred by the Municipality, and this amount will be deducted from the price of the job or the payment for the job completed.
7. In addition to these general Terms and Conditions, this Tender is subject to Atlantic Provinces Standard Terms and Conditions for Goods and Services, <http://www.atlanticsuppliers.ca/acts-regulations/atlantic-provinces-standard-terms-and-conditions-good-and-services/#2>.

Section 3.0 Project Timelines

1. The timing for the work being bid upon should be specified in the bid document.
2. Exposed wood and/or openings shall be protected from inclement weather, to protect the integrity of the heritage elements as well as the standard of work.
3. Construction schedules may be required to consider noise and access restrictions imposed due to the function of the building as an active courthouse.
4. Prior to final payment there will be an inspection of the work to ensure that it is complete and satisfactory. The contractor is responsible to notify the Municipality in writing when work is complete, and the Municipality will have up to one (1) week to conduct their inspection and respond in writing to the contractor. All major and minor deficiencies identified in this inspection will be listed for correction or completion and work will be corrected / completed in a timely manner. All deficiencies must be addressed before the project is closed and payment is made.

Section 4.0 Indemnification and Warranty

1. The selected bidder / contractor shall indemnify the Municipality of the County of Antigonish, its officers, and its employees from and against all claims, damages, losses, costs, suits, proceedings, or actions arising from, out of, or in relation to improper acts in execution of the work.
2. It is the responsibility of the contractor to maintain and pay for liability insurance for the duration of the contract / agreement in an amount that is not less than two million dollars (\$2,000,000.00) in respect to any one accident or occurrence against claims for property damage, damage to person, death or loss arising from any fault and/or omission and/or act of the contractor/bidder.

- a. Certificates of Insurance that show the Municipality of the County of Antigonish as an additional named insured shall be filed with the County at the time of the execution of contract.
3. The contractor / bidder shall warranty all work completed for a period of at least five (5) years from the date of project completion and project closure acceptance. Any defects, failures or deficiencies shall be address within seven (7) business days of written notification from the Municipality, at the expense of the contractor / bidder. Latent defects, failures and deficiencies that are directly attributed to the work done by the contractor / bidder, even after final approval and contract closure, are the responsibility of the contractor.

Section 5.0 Tender Submission Directions

1. **Eligible Respondents:** Respondents shall be qualified individuals, legally incorporated entities, or groups formed by such as joint ventures.

Respondents are not entitled to participate in this Tender if:

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in Provincial or Federal legislation or regulations;
 - they are subject of proceedings for a declaration of bankruptcy, for winding-up for administration by the courts, for an arrangement with creditors or for any other similar procedure provided for in Provincial or Federal legislation or regulations;
 - they have been convicted of an offence concerning professional conduct;
 - they are guilty of grave professional misconduct proven by any means that the County of Antigonish can justify;
 - they have not fulfilled the obligations relating to the payment of taxes, Workers Compensation Insurance, Canada Pension Plan or any payments in accordance with laws or by-laws of the Government of Canada, Province of Nova Scotia, or Municipality of the County of Antigonish;
 - they are guilty of serious misrepresentation in supply the information required by the Municipality of the County of Antigonish as a condition of participation in any Request for Qualifications, RFP, Tender, or Request for Quotation;
 - they have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the Municipality of the County of Antigonish.
2. **Cost of Submission:** The Respondent shall bear all costs associated with the preparation and submission of the Tender, and the Municipality of the County of Antigonish will in no case be responsible or liable for those costs.
 3. **Closing:** The Municipality of the County of Antigonish may, at its discretion, extend this deadline for the submission of the Tender by amending the Tender Documents, in which case all rights and

obligations of the Municipality of the County of Antigonish and Respondents previously subject to the deadline will thereafter be subject to the new deadline.

Any Tenders received by the Municipality of the County of Antigonish after the Deadline for Submission will be rejected and returned unopened to the Respondent.

4. **Modification and Withdrawal of the Tender:** The Respondent may withdraw its Tender after submission, provided that written notice of withdrawal is received by the Deputy Municipal Clerk prior to the deadline for submission. No Tender may be modified after passing of the Deadline for Submission.
5. **Clarification of Tender:** To assist in the examination, evaluation and comparison of Tenders, the Municipality may, at its discretion, ask the Respondent for clarification. The request for clarification and its response shall be in writing and no change in substance of the Tender shall be sought, offered, or permitted.
6. **Contract:** Neither the submission of a Tender nor the acceptance of the Respondent's Tender shall be construed as a contract.
7. **Mandatory Requirements:** Proponents are asked complete the attached Tender Form for inclusion in their submission.



Figure 1: Photograph of the Antigonish County Court House, taken 2016

Tender Form

1. Company Details:

Legal Company Name (all payments will be made to this party)		
Description of Business (including number of employees and years in business in Nova Scotia):		
Company Address	Mailing:	
	Physical Location (Office):	
Telephone Numbers	Cell:	Landline:
HST Number (if applicable):		GST Number (if applicable):

2. Project Team Details:

Name and title of Project Lead:		
Direct Phone Number:		
Direct Email Address:		
Qualifications and Experience:		
Additional Project Staff Names	Positions	Qualifications/Training/Experience
1.		
2.		

3.		
4.		

3. Company Experience / References:

Provide references that can provide support to your suitability for this project and/or list similar projects that were successfully completed. If and when possible, provide references that reflect a project of similar or great value or size:

Contact Name, Position, and Telephone Number	Project Description	Date of Completion and Length of Project	Project Contract Value
1.			
2.			
3.			

4. Scope of Work Being Bid On:

Please indicate which of the following parts of this tender your bid applies to (circle all that apply):

A. Supplementary Heat Pump System

5. Pricing and Materials:

Provide a project cost outline to the Tender application, including a detailed list of all materials to be used, including brands and colour codes. Quote in Canadian dollars. All costs expected to be covered in payment should be outlined and included and disclosed here in this tender document. If a contract is awarded, no funds or sums will be paid by the Municipality for any reason expect those disclosed and agree upon in the Tender Contract.

Total Project Cost (before HST) \$ _____

6. Timeline for Project:

- a. Once project is awarded, how many workdays before this project will be started? _____ days.
- b. Number of workdays for this project to be completed: _____ work days, over _____ weeks.
- c. As this is an outdoor project, how many days are built into this schedule for weather complications / interferences? _____ days.

7. Additional Information to be Submitted:

- Proof of insurance (a copy of the policy is required)
- Letter confirming status with the Workers Compensation Board of Nova Scotia, including proof of an issued or interim Certificate of Recognition from Nova Scotia Occupational Health and Safety.

8. Number of Tenders Submitted:

- a. One (1) Tender package, delivered in a sealed envelope with the Tender name and title, clearly marked on the outside; or,
- b. Electronic submissions must be compiled into one (1) document in .pdf format.

9. Submission Instructions: Sealed Tender documents will be received until the closing date and time at:

The Municipality of the County of Antigonish
Attn: Beth Schumacher, Deputy Clerk
285 Beech Hill Road
Antigonish, NS B2G 0B4
beth.schumacher@antigonishcounty.ns.ca

Tender submissions arriving after the closing time and date will not be considered and will be returned to the vendor unopened. Faxed and/or verbal responses shall not be considered. Incomplete submissions will not be considered. The vendor will be solely responsible for ensuring that its response is delivered to the correct address in a timely fashion.

10. Tender Submission Understanding:

I submit this Tender having read and understood all terms, conditions, and specifications stated in this document and agree to these terms, conditions, and specifications for this Tender.

Name of Representative (printed or typed): _____

Signature of same Representative: _____

Date: _____

Witness Name and Role (printed or typed): _____

Signature of same Witness: _____

Date: _____