

Infrastructure & Operations

REQUEST FOR CONSTRUCTION

Elmsdale Business Park Expansion
RFC50228 - Addendum 5

Release date: February 14, 2019

Tenders will be received up to
3:00:00 pm local time on Thursday, February 21, 2019

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1. Additional Information

Delete Section 2 of 00 21 00, *Information to Tenderers*, and replace with the following:

2. SAFETY SUBMISSIONS

.1 Safety Certification:

- .1 **Submit with tender**, a copy of tenderer's current and valid accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.
- .2 Out of province tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations recognised safety association shall obtain and submit a valid COR from Construction Safety Nova Scotia.

.2 Workers' Compensation Board Clearance:

- .1 **Submit with tender**, a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
- .2 Out of province tenderers must register with the Nova Scotia Workers' Compensation Board prior to being awarded a Contract.

Section 17 of 00 21 00, *Information to Tenderers*, is updated as follows:

17. OFFER, ACCEPTANCE, REJECTION

- .1 The Owner reserves the right to accept or reject any or all tenders and not to accept the lowest tender. The Owner may accept any tender which it considers to be in its best interests. The Owner may cancel the tendering process and reject all tenders at any time prior to the award of Contract without incurring any liability to affected tenderers.
- .2 All tenders become the property of the Owner once submitted.
- .3 Late tenders will be rejected and will be returned unopened.
- .4 Tenderers undertake any expenditure related to the submission of a tender at their own risk.
- .5 This tendering process neither expresses nor implies any obligation on the part of the Owner to enter into a contract with any party submitting a response or responses.
- .6 The Owner reserves the right to waive formality, informality or technicality in any tender. This includes the right to accept a tender that is not strictly compliant with the instructions in the Project Documents.
- .7 The Owner reserves the right to negotiate, after tender closing, with any tenderer and to finalize service arrangements in the best interests of the Owner.



- .8 In the event that all compliant Tenders exceed the estimated price budgeted to complete the Work, the Owner may, in their sole discretion, utilize one or more methods specified in the *Construction Contract Guidelines*, Nova Scotia, 2017, Section 6.7 “*Effect of Bids Higher than the Estimated Contract Value*”, in determining how to proceed.
- .9 The Owner may, in its sole discretion, accept or reject any tender which relies on alternatives or counter proposals which were not approved, in a written addendum, prior to the tender closing.
- .10 The Owner will consider alternatives or equivalents for approval after award of the Contract. Only alternatives or equivalents that provide a benefit to the Owner, such as, but not limited to, reduced cost or improved schedule, will be considered.
- .11 Where there is a conflict between the unit prices and the extended price in a tender, the Owner will rely on the unit price in evaluating the tender.
- .12 Without limiting the foregoing, the Owner reserves the right to interpret any and all aspects of a tender as may be most favorable to the Owner.
- .13 The Owner shall not be bound by trade or custom in dealing with and/or evaluating tenders and accepting or rejecting the same.
- .14 **In the event that a Tender is submitted by a Tenderer who is disqualified from bidding, pursuant to Section 7.10 of the *Procurement Policy*, such Tender will be rejected.**
- .15 The tenderer, in submitting a tender response, has accepted the reservation of rights as set out herein and agrees to be bound by same.
- .16 This tendering process and any resulting contract is subject to the Atlantic Standard Terms and Conditions, Goods and Services (ASTC). In the event of any discrepancy between the ASTC and these Project Documents, the Project Documents will prevail.
- .17 This tender is subject to the terms of the Atlantic Procurement Agreement and the Canada Free Trade Agreement (CFTA).

**** End of Addendum 5 ****

