



Village of Chester
PO Box 620, Chester NS BOJ 1J0
Telephone (902) 275-4482

Request for Proposals

Windjammer Motel Demolition

Issued: September 22nd, 2021

Submission Date: October 13th, 2021, at 1:00 pm

REQUEST FOR
PROPOSAL

October 13th, 2021, at 1:00 pm

1. **Overview**

The Village of Chester is issuing this Request for Proposal (RFP) for the demolition, removal, and land restoration of the Windjammer Motel located at Lot 2J – Highway #3.

2. **Proposal submission**

One hard copy proposal should be submitted in a sealed envelope marked **Windjammer Demolition** bearing the name and address of the proponent, and will be received up to **October 13th, 2021, at 1:00 pm** AST (or ADT) during regular business hours (9:00-1:00) Monday through Friday at the office at:

27 Pleasant Street
Chester, Nova Scotia
B0J 1J0
Tel: (902) 275-4482

2.1 The Village of Chester does not accept any responsibility for proposals received after the date and time of closing. It is the proponents' responsibility to ensure that their proposal submission is delivered complete and on time to the above noted location. Proposals received after the closing date and time will be returned to the proponent unopened.

2.2 Proposals submitted by electronic means will be accepted. Where a formal proposal has been received before the specified date and time of proposal closing, amendments to the proposal by email are acceptable, provided that such amendments are received at the location specified in 2.1 prior to the specified proposal closing time. **In order to maintain the confidentiality of the proposal, all electronic proposal and amendments must be sent to:**

dennis.egyedy@villageofchesterns.ca and the subject line must read "CONFIDENTIAL".

2.3 All submissions are to be signed by a person with the authority to make commitments on the proponents' behalf.

2.4 No amendment or change to proposals will be accepted after the closing date and time.

2.5 Proposals shall indicate the expected date of delivery and must be FOB Chester. This date, if accepted by The Village of Chester, will form part of the Contract. The Village requires a completion date no later than **October 29th, 2021**.

2.6 Proposals shall be irrevocable for forty-five (45) days following the closing date and shall be retained by the Village of Chester. The closing date being considered the first day the proposal is valid until 2pm AST on the 45th day. Should acceptance not be made within this period, the Proponent may, at his option, rule the Proposal invalid.

3. Other instructions

3.1 The successful Proponent (if any) must be registered under a Provincial Corporate Registration Act of Partnership and Business Name Registration Act before a contract is awarded by the Village of Chester.

4. Indemnification and Insurance

4.1 General Commercial Insurance: Proponents shall, at his or her expense, obtain and keep in force during the term of this agreement, Commercial General Liability Insurance satisfactory to the Village.

4.2 Workers' Compensation Board certificate of insurance for employees and/or contractors to ensure all individuals working on the project have current Workers' Compensation Board Coverage.

5. Contractor Safety Management Policy

The proponent shall:

5.1 Comply with all health and safety and environmental legislation and any Village policy or procedure applied to or applicable to the contract in the performance of this contract and to practice the principles of proactive Due Diligence.

5.2 Maintain safe and healthy work environment during performance of contract.

5.3 Permit the Village to audit or inspect any health and safety and environmental records during the term of the contract. Upon its conclusion, to co-operate fully with any such audit or inspection.

6. Selection, evaluation and award

6.1 The evaluation criteria for the proposals are determined solely by the Village of Chester and are not subject to discussion or negotiation.

6.2 The Village of Chester reserves the right in its sole discretion to request clarification and/or further information, or to enter into negotiations, from/with one or more proponents after closing without becoming obligated to offer the same opportunity to all proponents.

6.3 In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total proposal prices and words shall govern over numbers.

6.4 The Village of Chester has the right to cancel this RFP at any time and to reissue it for any reason whatsoever, without incurring any liability and no respondent will have any claim against The Village of Chester as a consequence. Respondents are advised that any award as a result of this RFP **is dependent on funding availability** and that award might be delayed until funding is available or alternatively the RFP, including award, is subject to cancellation and no respondent will have any claim against The Village of Chester as a consequence.

7. Taxes

7.1 HST is applicable but should be quoted separately from the quoted price.

7.2 The Proposal is to identify a value equal to 15 % of the Proposal Price, this amount represents the Federal and Provincial Government's Harmonized Sales Tax. All other charges, including packaging, handling or documentation must be specified.

7.3 To this end, the contractor and his/her sub-contractors shall first pay for and detail on his/her invoice the amount of sales and other value added taxed levied on all labor, equipment and supplies incorporated into the project execution and completion of the work.

8. Terms and Conditions

8.1 The agreement/contract to the successful proponent(s) (if any) shall include the terms of this RFP, together with those terms of the Proponents submission, which are not inconsistent with the Village of Chester documents, and which have been specifically accepted by the Commissioners of the Village of Chester.

8.2 The successful Proponent (if any) may not assign or subcontract any of the award contract without the knowledge and prior written consent of the Village of Chester.

8.3 The successful Proponent (if any) shall warrant its work and/or products for a period of not less than one (1) year from completion, installation or supply against all defects and deficiencies in manufacture, workmanship and installation. The successful Proponent (if any) shall also promptly remedy or replace any defect or deficiency, in the goods or services as solely determined by the Village of Chester upon notice from the Village of Chester to do so, and at no cost to the Village of Chester.

8.4 Should the successful Proponent (if any) fail to remedy any defect or deficiency promptly within a reasonable time after notice to do so, the Village of Chester may remedy the defect or deficiency, at the successful Proponent's cost.

8.5 Any products supplied and installed by the successful Proponent (if any) shall be installed in such a manner as to preserve any and all manufacturer's warranties, for the benefit of the Village of Chester.

8.6 The Proponent acknowledges a review of Bill C-45 and agrees to indemnify the Village of Chester from any negligence on the part of the proponent in carrying out its obligations under any agreement resulting from this RFP.

8.7 The successful proponent will be required to enter into a written contact/agreement. The contract/agreement between the parties shall ensure to the benefit of the parties and be binding upon them and their successors, executors, and administrators.

