 <p>35 Carolina Avenue Stephenville, NL A2N 3P8</p> <p>www.cna.nl.ca/tenders</p>	DATE OF INVITATION: 22 May 2014	RE-TENDER NUMBER: 2014-22	Closing Time: 29 May 2014 2:00 P.M. Newfoundland Local Time Public Opening: 29 May 2014 2:05 P.M. Newfoundland Local Time
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INVITATION TO TENDER	DIRECT INQUIRIES TO: Monique M. Rideout Email: monique.rideout@cna.nl.ca Fax: 709-643-7971
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SUBMITTED BY: (Company Name and Address)	PLEASE QUOTE PRICES FOB DESTINATION TO BE DELIVERED TO College of the North Atlantic Labrador West Campus
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ITEM	DESCRIPTION/SPECIAL INSTRUCTIONS	QTY	UNIT PRICE	EXTENDED PRICE
1	<p>College of the North Atlantic invites tenders for the Lease of Field Training Site and Support Building in the Labrador City/Wabush, Labrador, NL</p> <p>Lease of Field Training Site and Support Bldg. Cost per month to Lease, 21,000,000 Square Feet of Outside Field Site Space in Wabush/Labrador City, Labrador region, as per the specifications outlined.</p> <p>Site must be within 15kms of Labrador West Campus of College of the North Atlantic, Labrador City</p> <p>Contract Period: 4 month period (June 1st, 2014 to Sept 31, 2014) with an option to extend.</p> <p>Required occupancy date: On or before 01 June 2014. Bidders are advised that purchase or lease is conditional on program funding and enrollment.</p> <p>Bidders must indicate on tender submission the date proposed space will be available for occupancy.</p> <p>DATE : _____</p> <p>Bidders must include with tender submission a complete description of the space offered including room measurements.</p>	4 Mos.	\$ _____ Lease Rate /Month	\$ _____

NAME OF OFFICIAL (Please Print)	SIGNATURE:	DATE:
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TELEPHONE NUMBER:	FAX NUMBER:	DELIVERY DATE:	PAGE 1 OF 3
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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

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	<p>All rental facilities must be inspected and approved by College of the North Atlantic's Facilities Manager before tenders can be awarded.</p> <p><u>Lease space must have the following requirements:</u></p> <ul style="list-style-type: none"> -minimum of 21,000,000 Square Feet - Cleared Land and Access roads- with and without cement and pavement - No overhead obstructions -Must contain secure storage area for equipment -must have grade and flat areas -Must contain warning signage indicating Training area at exits and entrances - must contain areas where excavation can occur unobstructed to depths of 20'(ft.) <p><u>Support building</u></p> <ul style="list-style-type: none"> - 1500 square feet unobstructed shop - Must be well lit with protected lens - Area should have minimum of 12- 115volt AC outlet - Shop should have 1- 240 AC volt outlet - 1 bay door minimum of 12 foot wide and 14 foot high- with chain or electric opener - Man door with emergency push bar - Should have wooden or metal benches with H36"X Depth 24"X60Long - Emergency lighting <p style="text-align: right;">Continued on Pg. 3</p>			

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ITEM	DESCRIPTION/SPECIAL INSTRUCTIONS	QTY	UNIT PRICE	EXTENDED PRICE
	<ul style="list-style-type: none"> - Eye wash station - Heated - Concrete floor- minimum 4" thick - 14' ceilings - With washroom facilities - Meet all current fire, accessibility and life safety codes. <p>Invitation to Tender Form 3 Pages Sample Lease Agreement 2 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 3 OF 3</p>
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432 Massachusetts Dr.
P.O. Box 5400
Stephenville, NL, A2N 2Z6

LEASE AGREEMENT

This agreement is made in the Province of Newfoundland _____ day of _____

BETWEEN: College of the North Atlantic
(Hereinafter called the "Lessee")

AND _____
(Hereinafter called the "Lessor")

WHEREAS the Lessor has agreed to rent the said portion of premises to the Lessee

NOW THEREFORE in consideration of rents, covenants and agreements hereinafter reserved

And contained, the parties hereto agree with each other as follows:

THE LESSOR:

- a) Does hereby rent unto the Lessee _____ at
the Lessor's premises in the Town of _____ in the Province of Newfoundland
and to hold said premises for the following term _____
- b) Hereby agrees to service the building including:
- Utilities such as heat, lights and water.
 - Maintenance as required
 - Janitorial and garbage removal minimum twice a week
 - Snow removal and ice control
 - Pest control
 - minor items such as toilet paper, hand towels, light bulbs, keys, etc.

THE LESSEE:

- a) Hereby agrees to pay to the Lessor for the term hereby created, on the first day of each month,
the amount of rental owing for that month calculated at a rate of _____
HST Registration No. _____.
- b) Hereby agrees to abide by all reasonable regulations governing the use of the rented property
for the above period and accepts reasonable responsibility for the actions and behavior of
instructors and students for the duration of this agreement.

BOTH PARTIES AGREE:

- a) That this rental agreement may be cancelled by either party upon giving of sixty (60) days Notice in writing to either party. Such cancellation shall be without penalty save for any rental Payment currently owed to the date of the said cancellation.
- b) The lessor shall indemnify and save harmless the lessee from all liabilities, damages, cost claims, suits or actions arising out of any injury to any person or persons, including death, resulting in any time therefrom, occurring in or about the premises or any part thereof or resulting from the use and occupation of the premises or from any cause what so ever during the term of the lease.
- c) The rent payable by the lessee shall be the only payment payable to the lessor and that all taxes, assessments and fees and utility expenses and all other costs arising as the result of the tenants occupancy of the premises shall be borne by the lessor unless otherwise agreed upon in writing between parties.
- d) That any notice contemplated by this rental agreement shall be sufficiently communicated to the Lessor if delivered in person or mailed by registered mail to the Lessor at:
or the Lessee, if delivered in person or mailed by registered mail to the Lessee at:

College of the North Atlantic
P.O. Box 5400
Stephenville, NL
A2N 2Z6

IN WITNESS WHEREOF the parties hereto have executed this lease on the day, month and year above written.

Witness

Representative
College of the North Atlantic

Witness

Representative

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- 7805
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 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.
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 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
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.