

TOWN OF SHELBURNE

Nova Scotia, Canada

REQUEST FOR TENDER

GRAHAM’S PARK EXPANSION PROJECT:

ADDITION OF BASKETBALL COURT

RFT Number:	TOS2026-006
Issue Date:	September 23, 2026
Closing Date/Time:	October 14, 2026, at 2:00PM AST
Submission Address:	Town of Shelburne, 162 Mowatt Street, Shelburne, NS B0T 1W0
Contact Person:	Will Butler, Public Works Supervisor
Contact Email:	Will.butler@shelburnens.ca

Tenders must be submitted in a sealed envelope, clearly marked with the RFT number, to the address above by the closing date and time. Late submissions will not be accepted and will be returned unopened. The Town of Shelburne reserves the right to reject any or all tenders and to accept the tender deemed most advantageous.

1. INTRODUCTION AND BACKGROUND

1.1 About the Town of Shelburne

The Town of Shelburne is a municipal government located in Shelburne County, Nova Scotia. The Town operates under the Nova Scotia Municipal Government Act and is governed by an elected Mayor and Council. The Town is committed to fair, open, and transparent procurement in accordance with its Procurement Policy (effective November 13, 2013), the Nova Scotia Procurement Act, and the Atlantic Procurement Agreement.

1.2 Background

The Town of Shelburne (the “Town”) has been working with Fathom Studio (“Fathom”), a landscape architecture firm, on a broader concept plan for the expansion of Graham's Park. The concept plan was informed by public engagement carried out in fall 2025, including an online survey and in-person open house, summarized in Fathom's “What We Heard Report.”

The Town is proceeding with the expansion in phases. This Terms of Reference (“ToR”) covers the first phase of construction: a new community basketball court on vacant Town-owned land adjacent to the Graham's Park splash pad, consistent with the attached Fathom Studio concept plans.

1.3 Purpose of this Request for Tender

The Town is seeking proposals/quotations from qualified contractors to supply and install a community basketball court in accordance with the scope, specifications, and concept plans set out in this document. This is a design-build-to-spec construction tender; the site layout and general design intent have already been established through the Fathom Studio concept planning process.

1.4 Legislative and Policy Framework

This procurement is conducted in accordance with:

- Town of Shelburne Procurement Policy (November 13, 2013)
- Nova Scotia Procurement Act, SNS 2011, c. 12
- Atlantic Procurement Agreement (APA)
- Nova Scotia Municipal Government Act, RSNS 1998, c. 18
- Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP)

2. TERMS OF REFERENCE

2.1 General Scope

The successful proponent will be responsible for the supply, installation, and completion of a new outdoor basketball court, including but not limited to:

- Site preparation, including clearing, grading, and sub-base preparation of the vacant lot parallel to the splash pad.
- Construction of one (1) high-school-sized basketball court surface, asphalt or approved equivalent, suitable for outdoor recreational play.
- Supply and installation of two (2) full-size basketball hoops/backboards/posts, one at each end of the main court, for regulation-style play.
- Supply and installation of six (6) additional basketball hoops/backboards/posts (three along each side of the court) to support small-sided/casual game play and multiple concurrent users.
- Professional painting/line-marking of the court surface, including boundary lines, key/free-throw areas, and any additional lines required for the main court and side hoop zones.
- Supply and installation of chain-link fencing fully enclosing the court perimeter, including gate(s) for access, to a height and specification acceptable to the Town.
- Surface drainage considerations to prevent standing water on the court.
- Site restoration/clean-up of all disturbed areas surrounding the court upon completion.
- Any incidental work reasonably required to deliver a complete, safe, and functional facility, consistent with the Fathom Studio concept plan.

2.2 Design Reference

Concept plans prepared by Fathom Studio are attached to this ToR and form part of the tender documents. Proponents shall base their proposals on the layout, orientation, and design intent shown in the concept plans. Any proposed deviation from the concept plan must be clearly identified in the proposal, along with the rationale.

2.3 Technical Specifications

At minimum, the completed facility shall meet the following:

- Court dimensions: one (1) full high-school-sized basketball court.
- Hoop configuration: 2 hoops (one per end, main court) + 6 hoops (3 per side) = 8 hoops total, positioned to allow multiple simultaneous games/users.
- Surface: durable, outdoor-rated sport surface with professional court markings/lines for regulation and side-court play, in a colour scheme to be confirmed with the Town.
- Fencing: chain-link fencing enclosing the full court perimeter, with at least one (1) access gate; height and gauge to meet standard outdoor court practice, subject to Town approval.
- All materials, hardware, and installation methods to meet applicable Canadian/provincial safety standards for outdoor sport courts and playground-adjacent facilities.

- Any electrical, lighting, or accessibility features are out of scope for this phase unless otherwise stated by the Town.

2.4 Location / Site

The court will be constructed on vacant Town-owned land within Graham's Park, 43 King Street, located parallel to the existing splash pad. Refer to the attached Fathom Studio concept plan for the site boundary, orientation, and context within the broader park expansion.

2.5 Project Schedule

The Proponent shall provide their available commencement date and anticipated project schedule, including an estimated timeline for substantial and final completion.

The proposed schedule should identify any key timing considerations that may affect project delivery.

2.6 Proponent Qualifications

Demonstrated experience constructing outdoor sport courts (basketball, tennis, multi-use courts, or similar) within the last five (5) years, with references.

2.7 Estimated Quantities

Item	Description	Unit	Est. Qty	Unit Price (\$)	Total (\$)

3. INSTRUCTIONS TO BIDDERS

3.1 Eligibility

The tender is open to all qualified contractors. By submitting a tender, the Bidder confirms they:

- Are legally authorized to carry out business in Nova Scotia;
- Possess all licences, permits, and certifications required by applicable law;
- Are not engaged in litigation with the Town of Shelburne (see Procurement Policy — Exclusion of Supplier in Litigation);
- Have not been prohibited from Town procurement processes within the last three (3) years.

3.2 Tender Documents

Complete tender documents may be obtained:

- From the Town of Shelburne website: www.shelburnens.ca
- From the Nova Scotia Provincial Procurement Portal: novascotia.ca/tenders (where applicable)
- In person at Town Hall, 162 Mowatt Street, Shelburne, NS B0T 1W0

3.3 Inquiries

All inquiries must be submitted in writing to: Will Butler, Public Work Supervisor at will.butler@shelburnens.ca no later than October 8, 2026. Responses to all written inquiries will be issued as a formal Addendum distributed to all registered bidders.

NOTE: Verbal inquiries will not be addressed and verbal representations by Town staff are not binding. Only written Addenda issued by the Town form part of the tender documents.

3.4 Addenda

The Town reserves the right to issue Addenda to the tender documents. When an Addendum is issued within two (2) business days of the closing date, the closing date may be extended to allow four (4) working days between issuance and the revised closing date. Bidders are responsible for confirming they have received all Addenda prior to submission.

3.5 Submission Requirements

Tenders shall be submitted as follows:

1. Submitted in a sealed envelope, clearly marked on the outside:
"SEALED TENDER — RFT No. TOS2026-006 — GRAHAM'S PARK EXPANSION PROJECT:
ADDITION OF BASKETBALL COURT — DO NOT OPEN"
2. Addressed to: Town Clerk, Town of Shelburne, 162 Mowatt Street, Shelburne, NS B0T 1W0
3. Received before the closing time and date. The Town's clock is definitive.
4. Completed in non-erasable ink (or electronic submission where specified). Bids in erasable medium will be automatically rejected.
5. Signed by a person authorized to bind the Bidder.
6. Accompanied by all required forms, deposits, and documentation listed in Section 5.

NOTE: Per Procurement Policy Schedule B: Late bids, unsealed envelopes, unsigned bids, bids not completed in non-erasable medium, and bids without required financial security are subject to automatic rejection.

4. EVALUATION AND AWARD

4.1 Tender Opening

Tenders will be opened publicly at the closing date and time by a subcommittee consisting of the issuing Department Manager, the Treasurer (or designate), and one additional staff member, in accordance with the Procurement Policy. Bid prices will be read aloud and a written summary made available for public viewing.

4.2 Evaluation Criteria

This is a Request for Tender. Award will be made to the highest graded, compliant tender that meets all specifications, subject to the following:

Criterion	Basis- Scoring
Price	60%
Compliance	20%
References	20%
Local Preference	Shelburne County vendors receive 5% allowance on total cost >\$10,000; 10% on total cost ≤\$10,000 (Procurement Policy — Local Preference)
Mathematical Errors	Unit price governs where total price conflicts; corrected total governs

The Town is seeking best overall value, and the lowest-priced submission will not necessarily be selected. Proposals will be evaluated using technical and price weighting to ensure consideration is given to the overall quality and approach of the submission.

4.3 Right to Reject

The Town reserves the right to reject any or all tenders, to waive minor irregularities, and to accept the tender deemed most advantageous to the Town. The lowest or any tender will not necessarily be accepted. The Town is not obligated to provide reasons for rejection.

4.4 One or No Acceptable Response

If no acceptable tenders are received, or all tenders exceed the budgeted amount, the Manager and Treasurer may jointly negotiate with the lowest responsive bidder, provided the general nature of the requirement is not materially changed. The Town may also cancel and re-issue the tender.

4.5 Award Process and Reporting

A written report summarizing all tenders received and the recommended award will be presented to Council for information, per the Procurement Policy. For procurements above \$50,000 where Council has identified at budget time that it wishes a pre-award report, no contract shall be executed until Council approval is obtained. All unsuccessful bidders will be notified in writing.

5. REQUIRED SUBMISSIONS CHECKLIST

The following must be included with the tender submission. Failure to include mandatory items may result in automatic rejection:

Item	Required
Completed and signed Tender Form (Form A — attached)	MANDATORY
Proof of valid WCB Clearance Certificate (max. 60 days old)	MANDATORY
Certificate of Insurance naming Town of Shelburne as additional insured	MANDATORY
Acknowledgement of all Addenda received (Form B — attached)	MANDATORY
List of sub-contractors (Form C — if applicable)	AS REQUIRED
References — minimum two (2), municipal clients preferred	MANDATORY

6. CONTRACTUAL REQUIREMENTS

6.1 Insurance

The successful Bidder shall, at their own expense, obtain and maintain throughout the contract term the following insurance from an insurer licensed to conduct business in Nova Scotia, with the Town of Shelburne listed as an additional insured:

Commercial General Liability	\$2,000,000 per occurrence (minimum)
Automobile Liability	\$2,000,000 (if vehicles used on Town property)
Professional Errors & Omissions	\$2,000,000 (if professional services involved)
Builder's Risk	Full replacement value of project (if construction)
Workers' Compensation	Valid WCB coverage for all workers on site

NOTE: For most Public Works construction projects, CGL and Auto Liability minimum is \$5,000,000. Confirm with the Town's insurer for each project.

6.2 Workers' Compensation

The Contractor and all sub-contractors shall maintain valid Workers' Compensation Board (WCB Nova Scotia) coverage for the duration of the contract. A current WCB Clearance Certificate (not older than 60 days) shall be provided prior to commencement and upon request during the contract term.

6.3 Health and Safety

The Contractor shall comply with the Nova Scotia Occupational Health and Safety Act and all applicable regulations. Prior to commencement, the Contractor shall acknowledge receipt of the Town's Health & Safety Rules and Regulations, and Equipment Lockout Procedures (where applicable).

6.4 Conflict of Interest

By submitting a tender, the Bidder declares that no conflict of interest exists or is likely to arise in performing the work. Any actual or potential conflict must be disclosed in writing to the CAO prior to contract execution, in accordance with the Procurement Policy — Vendor Conflict of Interest provisions.

6.5 Ethical Bidding

By submitting a tender, the Bidder confirms that the tender has been prepared independently and without collusion, communication, agreement, or arrangement with any other potential bidder regarding pricing, methods, or terms. Violation may result in rejection of the tender and referral to Competition Bureau Canada.

6.6 Payment Terms

Payment terms and invoicing arrangements will be discussed and mutually agreed upon with the successful Proponent following the award of the Tender.

6.7 Sub-contractors

The Contractor shall not subcontract any portion of the work without prior written approval from the Town. Sub-contractors are bound by all terms of this contract including insurance, WCB, and conflict of interest requirements.

6.8 Access to Information

Winning tenders become public information upon award and may be disclosed upon request under the Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP). Bidders are advised in advance that if their tender is successful, it becomes a public document. Proprietary information that is genuinely confidential (trade secrets, financial data) should be clearly marked; the Town will use its discretion in applying FOIPOP exemptions.

7. TENDER FORMS

FORM A — TENDER SUBMISSION FORM

TO: Town of Shelburne, 162 Mowatt Street, Shelburne, NS B0T 1W0

RE: RFT No. TOS2026-006- Graham's Park Expansion Project: Addition of Basketball Court

The undersigned Bidder, having carefully examined the Tender Documents including all Addenda, and having visited the site (where applicable), hereby offers to supply and/or perform all work described in the Tender Documents for the following price(s):

LUMP SUM TENDER PRICE (excluding HST):	\$ _____
HST (15%):	\$ _____
TOTAL TENDER PRICE (including HST):	\$ _____

NOTE: OR — attach unit price schedule where applicable (see Section 2.5). Unit prices shall govern in the event of a mathematical discrepancy.

The Bidder confirms:

7. This tender has been prepared without collusion with any other Bidder.
8. All Addenda have been received and incorporated. Addenda acknowledged: No. ____, ____, ____ (list all)
9. The Bidder has read and accepts all terms and conditions of the Tender Documents.
10. The Bidder is capable and willing to enter into a formal contract with the Town on these terms.
11. This tender remains open for acceptance for sixty (60) calendar days from the closing date.

Legal Name of Firm:	
Business Address:	
Phone:	
Email:	
HST Registration No.:	
WCB Account No.:	

Authorized Signature / Date

Printed Name & Title

FORM B — ADDENDA ACKNOWLEDGEMENT

The Bidder acknowledges receipt of the following Addenda to this Request for Tender:

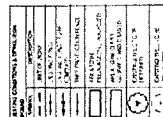
Addendum No. Date Issued Incorporated (initial)	
Addendum No. 1 _____ _____	
Addendum No. 2 _____ _____	
Addendum No. 3 _____ _____	
No Addenda received _____ _____	

If no addenda were issued or received, indicate: "None received" and initial.

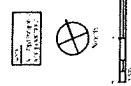
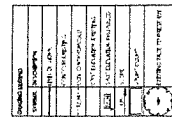
FORM C — SUB-CONTRACTOR LIST (if applicable)

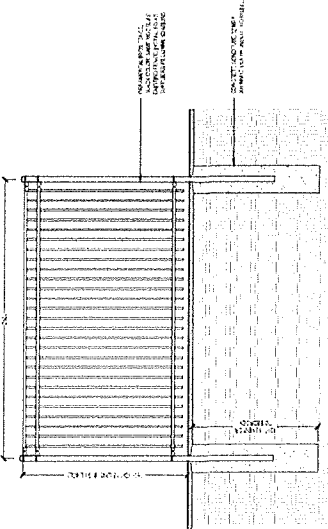
The Bidder intends to use the following sub-contractors. All sub-contractors are subject to Town approval.

Sub-contractor Name	Trade / Scope

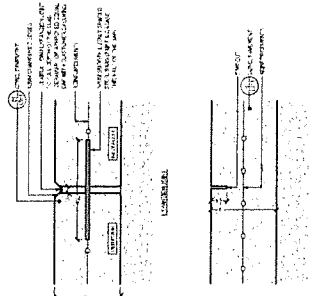
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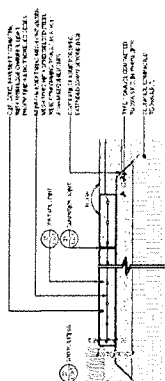


05 ORNAMENTAL FENCE
SCALE: 3/8" = 1'-0"

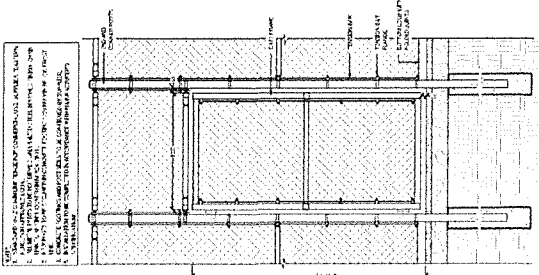


02 CONTROL JOINT AND EXPANSION JOINT
SCALE: 3/8" = 1'-0"

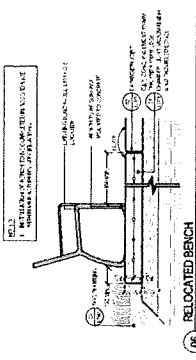
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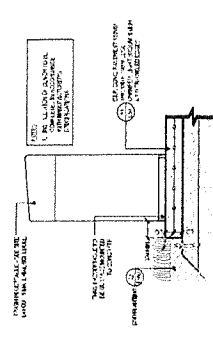
01 C/P CONCRETE PAVING
SCALE: 3/8" = 1'-0"



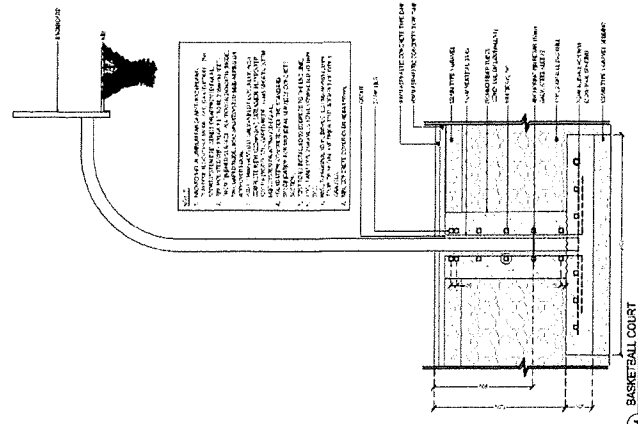
06 BASKETBALL COURT - FENCE
SCALE: 3/8" = 1'-0"



06 RELOCATED BENCH
SCALE: 3/8" = 1'-0"



07 TRASH RECEPTACLE
SCALE: 3/8" = 1'-0"



01 BASKETBALL COURT
SCALE: 3/8" = 1'-0"