



MUNICIPALITY OF HURON EAST

TENDER BMG-01-2019

FOR

**REPLACING TWO (2) MECHANICAL DEHUMIDIFIERS
WITH TWO (2) DESICCANT STYLE ELECTRIC DEHUMIDIFIERS**

TENDER TIMELINES AND REQUIREMENTS

Tender Issue: Tuesday, June 4th, 2019

Tender Closing: Tuesday, June 25th, 2019 at noon

Tender Opening: Tuesday, June 25th, 2019 at noon

Tender Award: The award of the tender is expected to be made at the Huron East Council meeting the evening of July 2nd, 2019

Tender Requirements: Sealed tenders must be received by the due date at the

following address:

Brussels, Morris & Grey Community Centre
Attention: Facility Manager, Abigail Corbett
800 Sports Drive
Box 209
Brussels, Ontario
NOG 1H0
519-887-6621
bmgcc@ezlink.ca

Tenders received after the stated closing time and date will be returned unopened.

GENERAL CONDITIONS AND INSTRUCTIONS FOR TENDER

1. SCOPE OF WORK

The qualified successful bidder will be required to supply and install two (2) new desiccant style electric dehumidifiers at the BMG Community Centre located at 800 Sports Drive, Brussels, Ontario. Tender price should include all materials and labour. See attached Schedule "A" for material specifications.

2. CONDITIONS OF TENDER

- 2.1** Accepted tenders must be submitted on the tender form supplied by the Municipality, which must be signed and returned in its entirety. More than one tender form from a firm, partnership, or corporation under the same name or different names, will not be considered.
- 2.2** Tenders must be submitted in envelopes, properly sealed and clearly marked on the outside with the word "TENDER" together with the number assigned to the tender and the name and address of the tenderer. No electronically transmitted tenders (i.e., faxed submissions) will be permitted or accepted as such bids lack proper security or confidentiality, or a "real" authenticated signature/seal.
- 2.3** No tenders will be accepted beyond the exact closing time set out by the Municipality in the tender call. Any tenders received after the established closing time will be returned unopened.
- 2.4** Tender prices are to be quoted in Canadian funds and are to be exclusive of HST, which is to be added and shown separately, as applicable, on the tender form supplied.
- 2.5** Unit prices will govern where mathematical errors may occur in the extension of prices. Where it appears the tenderer may have made a major mistake in calculation, the Municipality will consider the intent of the tenderer and may accept the tender for consideration and subsequent correction.
- 2.6** No changes may be made in tenders after they have been opened.
- 2.7** Tenders must be legible and completed in ink or typewritten. Incomplete, conditions, or improperly signed bids are not acceptable. Erasures, overwriting, or strike-outs will not be reason for rejection, provided such changes remain legible and have been initialed by the authorized person signing on behalf of the tenderer.
- 2.8** Tenders may not be restrictive in any way.

- 2.9 Tenders may be withdrawn prior to closing by a request to the Clerk's Department, but only if made in writing or in person.
- 2.10 The Municipality reserves the right to negotiate minor changes or variations with the successful tenderer, without a general tender recall, provided any such change would not be deemed to have an effect on the relative standing of the bidders or be in any way otherwise prejudicial to them.
- 2.11 The Municipality reserves the right to terminate the award for sufficient cause (non-performance, late deliveries, inferior quality, pricing problems, customer service, etc.).
- 2.12 Where required and applicable, the tenderer shall supply written documentation indicating compliance with published regulations.
- 2.13 Tender shall include documentation showing detailed engineered calculations to show energy savings to convert from existing mechanical systems to desiccant dehumidifiers. Successful tender shall submit application to IESO for pre-approval of Save On Energy incentives.
- 2.14 All current and applicable Federal, Provincial and Municipal Regulations and procedures shall be followed as they pertain to this work.

3. OWNER'S RIGHT TO REJECT TENDER

The Municipality of Huron East reserves the right to reject any or all tenders or to accept any tender should it be deemed in the interest of the Municipality of Huron East to do so and, in particular if only one Tender is received, the Corporation of the Municipality of Huron East reserves the right to reject it.

4. ADDENDA

Bidders finding discrepancies or omissions in the specifications or having any doubt as to the meaning or intent shall at once notify the BMG Facility Manager, who shall send written instructions to all bidders. Bidders may during the bidding period be advised by addenda of any additions, alterations or deletions to the specifications and document. Any addenda issued during the bidding period must be returned with the tender submission.

5. CLARIFICATION OF TENDERING DOCUMENTS

- 5.1 No officer, agent or employee of the Municipality of Huron East is authorized to alter orally any of these tendering documents. If it becomes necessary to revise, delete, substitute or add to any part of the tender document, a written addendum will be issued. Any addenda issued are to be returned with the tender form.

- 5.2** Any clarification of this document required by the bidder during the bidding period shall be requested to Abigail Corbett, BMG Facility Manager at 519-887-6621 or bmgcc@ezlink.ca
- 5.3** The cut-off point for inquiries from potential bidders relating to clarification of tendering documents will be twenty four (24) hours prior to the stated tender closing time, in order to ensure adequate time remains to issue any required addenda.

6. NON-RESPONSIVE DOCUMENT

The following irregularities will result in rejection of bids:

- 6.1** Bids delivered late.
- 6.2** Bids submitted in unsealed envelopes and envelopes which are unmarked and do not clearly identify the contents of the envelope (i.e. tender number, closing date and time, project name, tender submitted by).
- 6.3** Bids not completed in ink, by typewriter or in non-erasable medium and not signed in ink.
- 6.4** Bids qualified or restricted by an attached document.
- 6.5** Bids received on documents other than those provided by the Municipality.
- 6.6** Documents in which all necessary addenda that have financial implications have not be acknowledged.

7. ACKNOWLEDGEMENT

The bidder hereby acknowledges that by submission of this document he/she has duly read and fully understands the full context and scope of the work detailed in the specifications and conditions of the tender.

8. COLLUSION

By this submission, the bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same commodity and is, in all respects, fair and without collusion or fraud.

9. CONTRACT PERIOD

The contract period is from July 3rd, 2019 to September 13th, 2019.

10. PAYMENT

Payment will be made after completion of the work on receipt of an approved invoice. Work must be completed before September 13th, 2019.

11. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The contractor is required to provide the Municipality of Huron East a certificate of proof of registration and good standing with the Workplace Safety and Insurance Board (WSIB).

12. INSURANCE

The company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$3,000,000.00 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The policy shall include the Municipality as an additional insured in respect of all operations performed by or on behalf of the company. A certified copy of such policy or certificate shall be provided to the Municipality prior to commencement of the work. Further certified copies shall be provided upon request.

13. LIABILITY

The company agrees to defend, fully indemnify and save harmless the Municipality from all actions, suits, claims, demands, losses, costs, charges and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the contract, save and except for damage caused by the negligence of the Municipality or its employees.

The company agrees to defend, fully indemnify and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act arising out of this contract.

14. DAMAGES

The contractor will be responsible to repair all damages done to the premises by his employees.

15. MANDATORY SITE VISIT

Companies wishing to tender this project must make arrangements with Facility Manager Abigail Corbett (519-887-6621 or bmgcc@ezlink.ca) to inspect the site at 800 Sports Drive, Brussels prior to their submission.

16. Please see attached Schedules "A" and "B" for unit specifications and tender form.

Legal Business Name: _____

Contact Person: _____

Business Address: _____

Business Telephone: _____

Business Cell Phone: _____

Business Email: _____

Signed: _____ Dated: _____

**Municipality of Huron East
Schedule "A" to BMG-01-2019
Two (2) Desiccant Style Electric Dehumidifiers for BMG Arena**

SECTION II - SCOPE OF WORK / TERMS & CONDITIONS

1. SPECIFICATIONS

- .1 The purpose of this tender is to obtain bids for the removal of two existing dehumidifiers from their existing platforms and the installation of two (2) Desiccant Style Electric Dehumidifiers on the same platforms, at the Brussels, Morris and Grey (BMG) Community Centre.
- .2 No Bidder is relieved from supplying all components necessary to render the equipment fit for the use specified merely because detailed specifications on the various components are not set out herein. It is the Bidder's responsibility to deliver a fully equipped unit with compatible components to provide dependable efficient services.
- .3 Bidder must be an authorized dealer of the equipment being supplied.

2. APPROVED EQUIPMENT

- .1 The following is the approved equipment meeting the requirements of the Municipality. Other makes and models which meet or exceed these standard specifications may be bid (refer to "Brand Name" provision below).

Smart Dry™ – 2000 from Dry Solutions Inc

3. BRAND NAME

- .1 Any manufacturer's names, trade names, brand names or catalogue numbers mentioned are for the purpose of establishing and describing general performance and quality levels unless specified otherwise. Such references are not intended to be restrictive and bids are invited on approved generic no-name equals and comparable equipment of any manufacturer. However, if a product other than the one specified is bid, it is the Bidder's responsibility to name such product and prove to the Municipality that said product is equal to the specifications, and to submit brochures, samples upon request and/or specifications in detail on the item(s) bid. The Municipality shall be the sole judge concerning the merits of bids submitted.

4. SCOPE OF WORK – GENERAL

The successful Bidder (Contractor) shall supply all necessary labour, material, equipment and supervision to complete the Work, including but not limited to:

- .1 removal and disposal of existing dehumidifier unit
- .2 installation of two (2) new Smart Dry™ – 2000 Desiccant Dehumidifiers
- .3 provision and installation of wall mounted humidistat for each unit
- .3 ensure existing platform meets standards to adequately support the new dehumidifier unit, including any required adjustments. If existing platforms are not adequate, Contractor is responsible subject to pre-approval of the Municipality of necessary modifications to platforms to support the new units.
- .5 provision of all required duct work
- .5 provision of all required electrical (including labour, wiring, supplies and equipment)
- .6 provision of all miscellaneous pipe, fittings, structural subframe and hardware required
- .7 provision of all miscellaneous shop supplies
- .8 start-up of equipment to check operation
- .9 TSSA inspection (including fees), if applicable
- .10 completion of warranty material

5. TERMS & CONDITIONS

5.1 Delivery and Installation

- .1 Delivery and installation of the equipment will occur at the BMG Community Centre, 800 Sports Drive, Brussels.
- .2 Units to be installed on existing platforms subject to confirmation by Contractor of the adequateness of the platforms.
- .3 Installation of all work cannot interfere with scheduled events of the facility. Installation to be coordinated with the BMG Facility Manager.
- .4 Date of delivery and installation will be a factor in the awarding of the contract. The Municipality requires delivery and installation of the equipment by September 13th, 2019.
- .5 Time will be of the essence for any order placed. The Municipality reserves the right to cancel such order, or any part thereof, without obligation if delivery is not made at the time(s) specified.

5.2 Operational Equipment

- .1 Unit must be supplied with suitable components necessary to ensure safe and satisfactory operation whether or not specified herein.
- .2 Where minimums are called for, the unit must meet or exceed the minimum stated.
- .3 Unit must be new and not a demonstrator.

5.3 Quality of Work/Products

- .1 All Work shall be undertaken in accordance with best trade practices by skilled persons with a minimum of two years relevant experience in the type of work being performed.
- .2 A competent foreperson is required at all times while work is in process. The foreperson shall represent the Contractor in their absence and all instructions given shall be as binding as if given to the Contractor.
- .2 Substitution of materials, equipment or methods different from that outlined in the specifications will not be accepted without the written approval of the Municipality.
- .3 Use new materials only, free from all defects, unless otherwise specified.

5.4 Environmental Protection

- .1 The Contractor shall dispose/recycle all waste or surplus materials used or generated on the site in accordance with applicable Regulations.
- .2 The Contractor shall abide by all applicable regulations pertaining to the work, including but not limited to the transportation of materials to and from the site.

5.5 Final Sign Off

- .1 After all equipment has been installed and adjusted and all systems balanced, conduct performance tests in the presence of BMG staff. Arrange the time for these tests at the convenience of the BMG staff.
- .2 During these tests, demonstrate the correct performance of all equipment items and of the systems they comprise. Should any system or any equipment item fail to function as required, make such changes, adjustments or replacements necessary to meet the performance requirements. Repeat tests until these requirements have been fully satisfied and all systems accepted by the Municipality.

- .3 Prior to final acceptance, the Contractor must verify in writing that the equipment has been inspected and approved by the Technical Standards and Safety Authority and Ontario Building Code Standards (if applicable).

5.6 Warranty

- .1 Notwithstanding any other warranties that may exist under law and/or as may be provided by the manufacturers of the components that are incorporated in the Work, the Contractor will warranty that with ordinary wear and tear excepted, the said Work shall for period of twelve (12) months from the date of final acceptance or such longer period as may be specified for certain materials of the work, remain in such condition as will meet the approval of the Municipality and that the Contractor will, upon being required by the Municipality, make good a permanent manner any imperfections therein due to materials or workmanship used in the work.
- .2 The Contractor shall correct any deficiency within five (5) days after receiving notice from the Municipality and complete the work as expeditiously as possible, except that in the case the deficiency would prevent maintaining security or keep basic systems essential to the ongoing business of the BMG's operations as designed, in which case all necessary corrections and/or installation of temporary replacements shall be carried out immediately as an emergency service. Should the Contractor fail to provide this emergency service within 8 hours of a request made during normal business hours of the Municipality, the Municipality is authorized to carry out all necessary repairs or replacements at the Contractor's expense.
- .3 The carry out of the replacement work and the making good of defects (labour and material) shall be at the sole cost of the Contractor and shall be executed at all times convenient to the Municipality.
- .4 The administration of all warranties on the equipment shall be responsibility of the Contractor and the Municipality will not deal directly with the Contractor's subcontractors. The Municipality's responsibility for warranty work shall end at notifying the Contractor.
- .5 The decision of the BMG Facility Manager or her designate shall be final as to the nature and imperfection of warranted work and the necessary remedy of the same.
- .6 If after five (5) days' notice, the Contractor fails to carry out any repairs as directed by the BMG Facility Manager or her designate, the Municipality may proceed with such and charge the same against the Contractor's holdbacks or exercise its rights to the performance security provided by the Contractor.

5.7 Control of the Work

- .1 The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and co-ordinating the various parts of the work under the contract. The Contractor shall complete the Work in a first class and workmanlike manner in conformity with the contract documents.

5.8 Protection and Security

- .1 The ice pad at the BMG Community Centre is used occasionally during the summer months. Work should be scheduled in consultation with the BMG Facility Manager taking into account scheduled events. The Contract will not permit public access to the work area.
- .2 The Contractor shall be required to erect sufficient barricading, signage and other warning device(s) around the construction area or at other nearby locations to ensure the safety of its staff, Municipal staff and the public. The cost of such signing, etc. shall be the responsibility of the Contractor.
- .3 Protect all work and materials before and after installation from hazards and keep in a clean and orderly manner.

5.9 Restoration

- .1 Restore all areas disturbed or damaged as a result of the work.
- .2 Maintain the site in a condition free from accumulation of debris. Upon completion of each stage of work, remove from the site all equipment, surplus materials and rubbish resulting from the work.

5.10 Acceptance of Equipment

The equipment delivered under this request for tender shall remain the property of the vendor until a physical inspection and actual usage of the equipment is made and thereafter accepted to the satisfaction of the Municipality and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the equipment supplied to the Municipality is found to be defective or does not conform to the specifications, the Municipality reserves the right to cancel the order upon written notice to the vendor and return the equipment to the vendor at the vendor's expense.

5.11 Variations to Specifications

For purposes of evaluation, bidder must indicate any variance from the specifications, terms and/or conditions, no matter how slight. If variations are not

stated or referenced in the space provided, it will be assumed the equipment fully complies with the specifications, terms and conditions.

5.12 Safety Standards

The bidder warrants that the equipment supplied to the Municipality conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

5.13 Manufacturer's Certification

The Municipality reserves the right to request from the bidder separate manufacturer's certification of all statements made in the tender.

5.14 Training

At the time of delivery, vendor shall provide the Municipality with training on the operation of the equipment, including but not limited to, a demonstration of all applicable features of the equipment.

5.15 Special Tools

Any special tools required to operate or perform routine servicing of the equipment shall be supplied at time of delivery and are to be included in the base bid price. The successful Bidder shall include any testing information, inspections, scaling, or any other requirements to license or operate the unit.

5.16 Operating and Maintenance Instruction Manuals

One (1) manual for each unit shall be included in the base bid price. Manuals shall be delivered with each unit as part of the final acceptance.

5.17 Basis of Payment

- .1 Payment for the work will be made in accordance with the Form of Tender.
- .2 Lump sum payment will be made upon total completion of the work. Payment will be subject to the *Construction Lien Act*, if applicable.
- .3 Invoice to be submitted to the BMG Facility Manager.

5.18 Additional/Extra Work

- .1 No extra work is to be carried out without the written authority of the BMG Facility Manager or her designate.

- .2 Any work which is carried out without such written authority shall be entirely at the Contractor's own risk and expense.
- .3 A detailed submission of the work and total costs associated therewith is mandatory prior to the issue of such written authority by the Municipality.

5.19 Damage

- .1 The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the work as a result of any negligence, act or omission, or misconduct in the performance of the works and its subcontractors' work and shall indemnify and hold harmless the Municipality, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the Municipality, or its officers, employees or agents. Acceptance of the works will not relieve the Contractor of the responsibility for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom.

**Municipality of Huron East
Schedule "B" to BMG-01-2019
Form of Tender**

I/We the undersigned hereby offer to supply and install the equipment in accordance with the terms, conditions and specifications of this Tender, inclusive of Addenda No. _____ to _____ as applicable.

1. Equipment (Smart Dry™ – 2000 Dehumidifier)

Unit Price	Quantity	Extended Price
\$ _____	2	\$ _____

1.1 Alternate Equipment Proposal

Make: _____

Model: _____

Unit Price	Quantity	Extended Price
\$ _____	2	\$ _____

- 2. Labour and Materials – all labour and materials to complete both installations** \$ _____
- 3. TSSA, ESA and other approvals/inspections** \$ _____
- 4. HST** \$ _____
- 5. Total Tender** \$ _____

6. I/We agree that we have reviewed and understand the tender documents and I/We are capable and willing to perform the requirements of the contract and enter into a legal agreement with the Municipality of Huron East in regard thereto and where the tender is submitted by a Corporation, it shall be signed by a duly authorized officer of the company. Should the tender be submitted by a Partnership or Proprietor, it shall be signed by the partner or owner.

7. I/We agree that this offer shall be irrevocable from the time the tenders are opened and for a period of one hundred and twenty (120) calendar days.
8. I/We have enclosed documentation as required in General Condition 2.13 showing engineered energy savings calculations and IESO grant incentives for this project.
9. TENDER SUBMITTED BY: **(Please print or type)**

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____ DATE: _____

EMAIL: _____

NAME OF AUTHORIZED SIGNING OFFICER: _____

POSITION OF SIGNING OFFICER: _____

Signature of Signing Officer: _____
I have the authority to bind the Corporation