

THE CORPORATION OF THE TOWN OF PENETANGUISHENE

# REQUEST FOR TENDERS FOR

**SEASONAL ICE CONTROLLER AND COMPRESSOR REPLACEMENT**

**TENDER #: 2018-12**

**DATE:**

**TENDER CLOSING**

June 19, 2018

**TIME:**

**11:00 AM local time**

**LOCATION: Penetanguishene Memorial Community Centre,**

**Town of Penetanguishene**

61 Maria St, Penetanguishene, Ontario

**MANDATORY SITE MEETING: YES**

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

The Corporation of the Town of Penetanguishene reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Request for Tenders at any time.

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##### DEFINITIONS

The following definitions apply to the interpretation of the Bid Documents;

* 1. “ADDENDUM” means a written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre- proposal site meeting/conference or as a result of a specification or work scope change to the solicitation.
  2. “BIDDER” refers to any legal enterprise making a submission in response to this Request for Tenders.
  3. “BID FORM” are the standard forms provided in Part V of the Bid Documents. Bidders must complete and submit the forms contained within this section in order to provide the necessary information for the evaluation of the bids and to create a legally binding bid.
  4. “BID PRICE” means the total price proposed by a Bidder in its Bid for the performance of the Work.
  5. “BID SUBMISSION” means the information submitted by a Bidder in response to this Request for Tenders.
  6. “BUSINESS DAY” means any day from Monday to Friday between the hours of 8:30 am and 4:30 pm, excluding statutory or civic holidays observed by the Corporation of the Town of Penetanguishene
  7. “CONTRACT” means a legal document and any attachments that bind the Town and all other parties subject to the provisions of the Contract.
  8. “CONTRACTOR” means any Successful Bidder who has entered into a Contract with the Town.
  9. “CONTRACT PRICE” means full and total compensation that the Town shall pay to the Contractor for the full, timely and complete performance of the Work in compliance with all terms and conditions of the Contract.
  10. “MAY” used in this document denotes permissive.
  11. “REQUEST FOR TENDERS” or “TENDER” means the document issued by the Town.
  12. “SHALL” and “WILL” used in this document denotes imperative.
  13. “SUCCESSFUL BIDDER(S)” means a Bidder whose Bid(s) has been accepted by the Town.
  14. “TOWN” means the Corporation of the Town of Penetanguishene
  15. “WORK” means the total services required by the Contract.

##### PART I INSTRUCTIONS TO BIDDERS

#### DELIVERY OF BIDS

The Bid Form, together with all required supporting documentation, enclosed in a sealed opaque envelope bearing the name of the Bidder and sealed with the submission label provided herein, shall be delivered to the Town at the Customer Service desk at 10 Robert Street West, Penetanguishene, Ontario L9M 2G2, at or before **11:00 a.m. by the Town’s clock, on June 19, 2018** (the “Submission Deadline”).

Submissions time stamped 11:01 am or later shall be declared non-compliant and shall be returned unopened.

Submissions delivered by e-mail or facsimile shall not be accepted.

Submissions delivered in person, or by a courier service, without the submission label affixed to the envelope, or Bids that are not delivered to the designated location by the Bidder or courier service may be rejected.

Delivery of the Submission through a courier service shall be the responsibility of the Bidder and shall result in the Bid being rejected if:

* 1. the Submission is not delivered to the location stated on the envelope;
  2. the Submission is not removed from the courier envelope prior to the Submission Deadline and the statement “BID DOCUMENT ENCLOSED” is not visible; and/or
  3. the submission envelope is delivered to the Customer Service desk after the Submission Deadline.

All Bids shall be irrevocable and shall remain open for acceptance, at the prices quoted, for up to ninety (90) business days from the Submission Deadline. In submitting a Bid, each Bidder agrees that, notwithstanding anything to the contrary, the Town may notify the Successful Bidder at any time within the Bid validity period that its Bid has been accepted.

#### The Customer Service Office Clock (lobby wall) determines the Closing Time of the Tender Call.

#### REQUEST FOR TENDERS

|  |  |
| --- | --- |
| **Task** | **Date** |
| Date of Posting | May 29, 2018 |
| Submission Deadline | June 19, 2018 |

**Note**: Although every attempt will be made to meet all dates, the Town reserves the right to modify any or all dates at its sole discretion.

#### MANDATORY SITE MEETING

#### All Bidders are required to complete a mandatory site inspection of the Penetanguishene Memrial Community Centre prior to submitting a tender, to review an confirm the scope of work required for this project. A mandatory site visit can be scheduled with Roy Patenaude, Facilities Manager by phone 705-549-6957 or email [rpatenaude@penetanguishene.ca](mailto:rpatenaude@penetanguishene.ca). Proponents, by careful examination of the site, shall satisfy themselves as to the requirements of this tender.

#### COMPETITION INTENDED

It is the Town’s intent that this Tender will permit competition. It shall be the Bidder’s responsibility to advise Recreation and Community Services, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Tender to a single source. Such notification must be received by Purchasing no later than seven (7) days prior to the Submission Deadline.

#### INQUIRIES, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA

All inquiries concerning this tender including specifications, process and results are to be directed **in writing** (e-mail) through:

**Roy Patenaude, Facilites Manager**

**rpatenaude@penetanguishene.ca**

Questions of clarification will be answered individually in writing, but response(s) to any question that modifies the scope of this document will be circulated in writing as an Addendum and posted on the original posting locations

The Town shall not be held liable for any **errors or omissions in** any part of this document. While the Town has used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in this document.

Should a Bidder find omissions or discrepancies in any part of this document or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder shall notify the designated contact in writing without delay. If the designated contact considers that a correction, explanation or interpretation is necessary or desirable an Addendum will be issued and posted to the Biddingo.com website.

Addenda if required will be issued by the Recreation & Community Services and shall hereby form part and parcel of the said Tender. Failure to acknowledge the Addendum/Addenda issued may result in a non-compliant submission. It is the responsibility of the Bidder to have received all Addenda that have been issued by the Recreation & Community Services. No oral explanation or interpretation will modify any of the requirements or provisions of the Documents. **The Town of Penetanguishene will assume NO responsibility for oral instructions or suggestions.**

#### Prior to submitting their Bid, Bidders should check the appropriate website to verify that they have received all Addenda.

#### MANDATORY BID REQUIREMENTS

Failure to adhere to the following mandatory bid requirements shall result in a Bid being declared a non-compliant Bid:

* 1. Bids shall be received in a sealed envelope by the Town before the Submission Deadline;
  2. Bids shall be submitted complete and in the original Bid Form as supplied without any unauthorized alterations, additions, deletions or qualifying statements made to or provided with the Bid Form;
  3. the Bid Form shall be ‘original’ with ‘original’ signature(s) that is signed in the spaces provided by a duly authorized official of the Bidder;
  4. If applicable, the Bidder shall attend all mandatory site meetings as set out in the bid document;
  5. If applicable, the Bidder shall be previously qualified, under a related pre-qualification process.

If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf.

Signatures on behalf of a non-incorporated body or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.

Upon request, a Bidder shall submit, in addition to any information required to be included in a Bid Form submission, evidence of experience, ability, quality of Work, service, past experience, and qualifications necessary to meet the requirements set forth or implied in the Bid Documents.

#### CHECKING OF BIDS

Bids opened are checked to ensure that:

* 1. the required Bid security is provided and properly executed;
  2. all Bids submitted comply with the terms and conditions of the Bid Documents;
  3. all arithmetic extension calculations are correct;
  4. all items as specified have been bid on;
  5. all strikeouts, erasures or overwrites are initialed by an authorized person;
  6. where there is an obvious error in extensions, additions or computations, the Town shall be entitled to correct such errors based on the unit prices supplied, and the corrected total shall be considered as representing the intention of the Bidder, and shall be used as the basis for comparison of Bids. For greater certainty, any failure by a Bidder to insert a unit price where required shall be deemed to be a $ “0” value;
  7. no claims or litigation proceedings have been instituted by the Bidder against the Town, or in turn by the Town against the Bidder; and
  8. all addenda have been acknowledged on the Bid Form in the space provided.

#### DATE OF BIDDING DOCUMENT

Bid Documents date:

The official bid documents are dated as follows, unless otherwise amended:

 June 19, 2018

#### AMENDMENT OF SUBMISSIONS

The Bidders may amend their submission up to the official closing time by submitting a replacement submission. Amended submissions must be sealed and submitted in accordance with all other requirements in this document. The amended submission will clearly be marked “Amended” and should clearly indicate that it replaces any other submitted version. In the case of a discrepancy, the Town will deem the last submission received prior to the closing time, to be the valid submission.

Amendments by telephone, facsimile, email or letter to a Bid or Bid Form already submitted shall not be accepted or considered.

The Bidder will not change the wording of its submission after closing and no words or comments will be added to the submission unless requested by the Town for purposes of clarification.

#### WITHDRAWAL OF BIDS

Withdrawal of Bids Prior to the Submission Deadline

* 1. A Bidder may request that its Bid be withdrawn up until the Submission Deadline. Withdrawal requests shall be directed to Purchasing, on the Bidder's stationery, by letter, facsimile or in person. Telephone requests shall not be considered.
  2. The withdrawal of a Bid does not disqualify a Bidder from submitting another Bid provided that the new Bid is delivered in accordance with Section 2 herein.

Withdrawal of Bids during Bid Opening

1. In some instances, multiple Request for Tender (RFT) solicitations are closed and opened on the same day. If a Bidder has submitted a Bid submission for multiple RFT solicitations opening on the same day, and their Bid is the lowest on a particular RFT solicitation, he/she may withdraw any of their remaining Bid submissions for RFT solicitations not yet opened. The low Bidder must advise Purchasing Staff, in the Tender opening room, of their official request to withdraw their remaining Bid submission(s), prior to the opening of the next RFT solicitation set to be opened that day. It is the understanding that the low Bidder representative has the authority from its Company to make such a decision and that under no circumstances will their Bid submission be reinstated.
2. If more than one Bid is read out under the same name for the same Contract and no withdrawal notice has been received, the Bid contained in the envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

#### IRREVOCABILITY OF SUBMISSIONS

By submission of a clear and detailed written notice, the Bidder may amend or withdraw its submission prior to the closing date and time. Upon closing time, all submissions become irrevocable. By submission of a Tender, the Bidder agrees that should its Tender be deemed successful the Bidder will enter into a Contract with the Town.

#### BID OPENING

The Town will open Bids publicly after 11:00 a.m. on June 19, 2018 at 10 Robert Street West, Penetanguishene, Ontario, L9M 2G2.

The un-official Tender Results may be posted to the municipal website after the Tender opening. Accordingly, bidders are advised to not make any business decision based upon the information disclosed at either the tender opening or the unofficial results. Until the Recreation & Community Services has had an opportunity to review and evaluate each bid, and confirm that all bids comply with the requirements of the tender, the Successful Bidder will not be known.

#### RESERVATION OF RIGHTS AND PRIVILEGE CLAUSE

The Town has the right to accept or reject any and all Bids, in whole or in part.

The Town has the right to cancel this Tender at any time and for any reason without any liability to any Bidder.

The Town reserves the right to award the Contract in its entirety or in part, to one or more Bidders, in accordance with the Tender.

The Town has the right to waive strict compliance with the terms of the Tender if, in the opinion of the Town, the non-compliance does not affect the Bid in any material way, materiality to be determined in the sole discretion of the Town.

The Town reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

* 1. accept a Bid other than the lowest Bid or reject the lowest Bid;
  2. cancel this Tender at any time, either before or after the Submission Deadline;
  3. accept or reject any and all Bids, whether in whole or in part;
  4. accept the Bid deemed most favourable to the interest of the Town or that may provide the greatest value and benefit to the Town based upon and not limited to:
     1. price
     2. ability
     3. quality of work
     4. service
     5. past experience
     6. past performance
     7. qualification
  5. with the exception of clause 6 “Mandatory Bid Requirements”, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid Submission.

The Town may consider the total Bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which Bid best meets its needs and interests.

The Town reserves the right to seek clarification of the contents of any Bid, or to require a Bidder to submit further documentation.

In its evaluation of the Bids, the Town may consider the following:

1. information provided in response to enquiries of credit, experience and industry references set out in the Bid;
2. information received in response to enquiries made by the Town of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
3. the experience and qualification of the Bidder’s senior management, and project management.
4. The compliance of the Bidder with the Town ’s requirements and specifications; or
5. Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Town reserves the right to verify any information from third parties and receive additional information regarding any Bidder, its directors, officers, shareholders or owners, and any other party associated with the Bid, as the Town may require.

The Town has the right to reject any Bidder who is involved in litigation with the Town.

If only one Bid is received, the Town has the right to elect to:

1. open the Bid;
2. not open the Bid and close the Tender;
3. reject the Bid and cancel the Tender if the Bid is over budget.

If no Bids or no compliant Bids are received, the Town has the right to elect to:

1. cancel the RFT and reissue the Bid Document at a later date;
2. cancel the RFT and to single source the works to any one person or entity whatsoever at its sole discretion.

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the Approvals) as may be required from third parties, including applicable government agencies, under applicable laws, statutes and regulations in order to commence and perform the Work.

In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Town reserves the right to either:

1. not award the Contract and cancel the Call for Bids; or
2. award the Contract in whole or in part, subject to the right of the Town to cancel all or part of the Contract at any time after award in the event any required Approvals cannot be obtained; or
3. delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

By submitting a Bid, the Bidder acknowledges the Town’s rights under this Section and absolutely waives any right, or cause of action against the Town, by reason of the Town’s failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence or otherwise.

#### EXECUTION OF CONTRACT UPON AWARD

The Successful Bidder, if any, shall sign the Contract in duplicate (2), within ten (10) business days of written notification of acceptance. Should the awarded Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the Town will award the Contract to the next preferred compliant Bidder. The following completed documents, as listed, shall be submitted prior to or at the time of signing:

* 1. Agreement

#### BIDDER’S STATEMENT OF UNDERSTANDING

Each Bidder shall be deemed to have carefully examined the Tender prior to submitting its Bid for the Work, and if it should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, it shall, before submitting its Bid, communicate the same in writing to the Town. At the Town’s sole discretion, some or all of the corrections, questions and answers may be incorporated into addenda to the Tender for distribution to all Bidders.

Each Bidder warrants and represents that it has substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that it possesses the competence, skills, experience and expertise required to successfully carry out the Work and that in preparing its Bid, it has satisfied itself that it has secured all necessary information required by a competent, experienced contractor to prepare a responsible and complete Bid.

#### PRICE COMPONENTS

All prices will be quoted in Canadian Funds.

Prices must be expressed in accordance with the unit of measure specified in the document.

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Bidder to any specified destination within the limits of the Town of Penetanguishene, unless a breakdown is requested on the Pricing Schedule.

The Town reserves the right to correct patent computational or other mathematical errors evident on the face of the bid; however unit prices will not be adjusted.

Taxes

* 1. The Town is subject to payment of Provincial and Federal taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services and construction to be purchased

or provided during the term of the Contract, the Successful Bidder and the Town mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Successful Bidder to bring to the Town’s attention any such changes.

* 1. The Successful Bidder shall allow in their prices for all Sales Taxes that they may be required to pay on materials and equipment to be utilized or expended in their performance of the Work. Except where the Successful Bidder is in the position to claim for Sales Tax Rebate on the materials used.

It is the Successful Bidder’s responsibility to obtain up-to-date directives.

Transportation and Delivery Charges

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Successful Bidder to any specified destination within the corporate limits of the Town, unless a breakdown is requested on the Bid Form.

Firm Prices

Prices tendered are to be in Canadian Funds and are to remain firm for acceptance for a period of ninety (90) days after the Closing Date unless otherwise stated herein.

#### SCHEDULE OF ITEMS AND UNIT PRICES

The Bidder understands and accepts that the quantities shown in the RFT Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Town.

#### PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Bid Form as “Provisional Items” may or may not be required for completion of the Work called for under the Contract. The Town shall determine the necessity and/or actual quantities of these items as the Work progresses. Should any of these items be required, the Bidder shall be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Bidder may not claim extra payment for loss of anticipated profits.

#### BIDDERS EXPENSES

Bidders are solely responsible for their own expenses in preparing the submission. If the Town elects to reject any or all Tenders, the Town will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the submission, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever

#### FREEDOM OF INFORMATION

All submissions to the Town become the property of the Town and as such are subject to the “*Municipal Freedom of Information and Protection of Privacy Act*.”

Bidders may mark any part of their Tender as confidential except for the total Contract price and the Bidder’s name. The Town will use its best efforts not to disclose any information so

marked but shall not be liable to a Bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

Upon award the Town may publish the Company name, the name of the contact person and phone number unless the Town is notified otherwise in writing in which case the Town will only publish the name and phone number of the Successful Bidder.

#### ACCESS TO RECORDS

The Town reserves the right to request, at any time during the duration of the contract, access to all logs and/or records held by the Successful Bidder pertaining to the works detailed herein.

The Successful Bidder shall provide the requested documents to the Town within seven (7) business days of the initial date of request.

It is the responsibility of the Successful Bidder to adhere to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) with respect to protecting any personal information collected on behalf of the Town during the duration of the contract.

#### ANTI-LOBBYING

Any attempt on the part of a Bidder, or its employees, agents, contractors, sub-contractors or representatives, to contact an employee of the Town, Elected Official or Appointed Officer, other than the designated Recreation and Community Services staff detailed in section 5, to influence the outcome of the purchasing process or subsequent award, may result in the disqualification from the bidding process.

At the discretion of the Town, any Bidder who violates the provisions of this paragraph may be prohibited from submitting a further bid.

#### BLACK OUT PERIOD

The Town prohibits communications with respect to this bid opportunity initiated by a Bidder to any Town official, consultant or employee for the period of time from the closing of the Bid up to and including the date that the contract has been awarded. This is called the “Black Out Period” of a competitive bid process.

Any communication between a Bidder and the Town during the Black Out Period will be initiated by a representative from the Town’s Recreation & Community Services for reasons as outlined in the Reservation of Rights and Privilege clause in this document. Any communication initiated by a Bidder during the Blackout Period in contradiction to this clause, may be grounds for disqualifying the Bidder from consideration for the Contract Award.

#### BRIBERY/FRAUD

Should any Bidders or any of their agents give or offer any gratuity or attempt to bribe any employee of The Town, or to commit fraud, the Town shall be at liberty to cancel the prospective Bidder’s submission or Contract and to rely upon the Contract Security submitted for compensation if applicable.

##### PART II STANDARD CONDITIONS OF CONTRACT

#### PURCHASING PREFERENCE POLICY

No preference will be given to any business for goods and/or services provided to the Town.

#### PIGGYBACK OPTION

The Town reserves the right to negotiate with the Successful Bidder to allow additional agencies to piggyback on the Contract.

#### DAMAGE CLAIMS

The Contractor shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract.

#### ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations, as amended, with regard to provision of the goods and/or services contemplated herein. The Bidder, when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder acknowledges that the Corporation of the Town of Penetanguishene, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

#### LAWS AND REGULATIONS

The Contractor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and all C.S.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on his/her part, or of any person employed or engaged by the Contractor, he/she shall immediately desist from and/or correct such violation.

#### NON-WAIVER

No act or omission by the Town shall be construed by the Contactor as a renunciation or waiver of any rights or recourses for any breach by the Contractor of its obligations set out in this Tender and in the Contract, unless the Town provided the Contractor with an express waiver in writing. Any Work completed by the Town required by this agreement to be done by the Contractor shall not relieve the Contractor of his/her obligations to do that Work.

#### NON-ASSIGNMENT

The Contractor may not assign this Contract in whole or in part or any work performed in accordance with the Contract without the prior written consent of the Town. Such written consent, however, shall not relieve the Contractor of his/her liabilities and obligations under any circumstances and shall be within the sole and unfretted discretion of the Town.

#### INSPECTION AND TESTING

The inspection of the Work shall be carried out by the Town or the Town’s consultant to determine whether or not it meets the requirements of the Tender.

Any material or workmanship that fails in any way to meet the terms of the Tender is subject to rejection or to be purchased on an adjusted price basis. The decision of the Town shall be final.

All cost associated with the inspection or testing of any service/material that does not meet the Town's specification, shall be charged to the Contractor.

The Contractor shall give 24 hours’ notice of any operation that shall require either inspection or measurements by the Town.

#### EMERGENCY TELEPHONE NUMBER

If applicable, prior to commencing, the Work, the Contractor shall provide the Town with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24- hour basis in case of an emergency during the term of the Contract.

#### MEETINGS

If applicable, the Contractor's representative(s), as requested by the Town, shall attend all meetings required prior to and or during the project at their own expense.

The Contractor's representative(s) attending meetings shall be experienced, skilled and qualified and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

#### ALTERATIONS AND AMENDMENTS

The Town shall have the right at any time to order changes in the Work in accordance with the Conditions of Contract.

Except as stated in a Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work, the cost of such change, including costs to the Contractor and where required and change to the Work schedule. Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

Any changes in price and/or schedule agreed upon by both the Town and Contractor will be considered to be a fair and equitable adjustment for the Contractor’s direct and indirect costs. The modification provides full compensation for the changed work, including both Contract costs and Contract time. The contract price adjustment agreed upon by both the Town and Contractor will be acknowledged as inclusive of full and final compensation for any cumulative impact of the current and all prior changes. The Contractor hereby releases the Town from any and all liability under the Contract for further equitable adjustment attributable to the Modification.

The Town and Contractor shall have the right to change, amend or modify the form or content of a Contract document in regard to matters, which do not affect the nature of Work, by Contract amendment, which shall be executed by the Town and Contractor. Contract documents, except to the extent stated in the Contract amendment, shall remain unaltered and in full force and effect.

#### DEFECTIVE OR UNSUITABLE

Items purchased in this document which are later found to be defective or unsuitable for their intended use shall be returned to the Contractor forthwith, whether the material(s) are on the job site or held in inventory. Such products shall be subject to replacement or 100% refund of purchase price, at the Town's discretion, and shall not be subject to any re-stocking charges.

#### REJECTED COMMODITIES

Upon rejection of commodity(s) the same shall be removed by the Contractor from the premises of the Town within five (5) days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Town may take such actions, as it deems necessary. Rejected items left longer than five (5) days shall be considered as abandoned and the Town shall have the right to dispose of them as its own property.

#### DELIVERY SCHEDULE

The Town expects that the Successful Bidder will deliver the equipment on time as specified in the document/bid submission/contract. If the delivery of any or all of the equipment is delayed beyond the firm delivery date stipulated in the bid submission and/or contract, the Successful Bidder is required to provide written notice to the Town as soon as the delay becomes known to them but at a minimum no later than 5 business days prior to the stipulated firm proposed delivery date, such notice shall include the new expected delivery date (“Extended Delivery Dates”) for the equipment. The Successful Bidder is required to provide the same notification for all subsequent Extended Delivery Dates. In the event that the equipment cannot be delivered on the stipulated firm proposed delivery date or any subsequent Extended Delivery Date thereof, the Town, at any time and at its sole discretion may opt to terminate the purchase order for the equipment which has an Extended Delivery Date without penalty to the Town.

#### F.O.B. POINT, DELIVERY AND FORCE MAJEURE

The F.O.B. point shall be the destination.

Where materials are specified in the Tender, the Bidder shall not ship materials without approval by the Town. Once the Contract is awarded, the Town shall provide a release schedule to the Contractor, advising when materials are required.

The Town requires delivery of the specified items from the Contractor at the earliest opportunity. Tender price(s) shall be **F.O.B, freight prepaid, 61 Maria St., Penetanguishene** (or as indicated herein or on the Purchase Order) and indicate delivery lead time details as provided for on the Schedule of Items & Prices.

The “firm” delivery date will be applicable to the completed items and shall be confirmed with the Contractor at such time an award decision is made by the Town. This date will become the benchmark for application of any Delivery Date Penalties that may apply. Failure to meet the mutually agreed upon **firm** delivery schedule may cause the Town additional expense, the cost of which may be deducted from the Contractor’s invoice for the completed order.

If the Contractor is delayed in completion of the work by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the Contractor’s control, then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty to the Town.

No such delivery time extension shall be made for delays unless **written notice of the same is given to the Town within seven (7) calendar days** of its commencement, other than in the case of a continuing cause of delay only one claim shall be necessary.

#### TIME IS OF THE ESSENCE

The Town shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. **“Time is of the essence**”.

#### PERSONAL PROPERTY SECURITY ACT

The Contractor warrants that the goods/inventory/equipment being supplied to the Town, are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, copyrights, patents or any third party statutory claims.

#### TOWN NOT EMPLOYER

The Contractor agrees that the Town is not to be understood as the employer to any Contractor nor to such Contractor’s personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Tender document. The Contractor herewith agrees to be the “Constructor” as defined in the *Occupational Health and Safety Act*.

#### INDEMNIFICATION

The Contractor shall indemnify and save harmless the Town from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Town, its employees, officers or agents may suffer as a result of or in any way caused by negligent acts or omissions by the Contractor or any of its officers, directors, employees, or agents, in connection with the Services performed.

#### DEFAULT

In the event the Contractor fails to comply with the specifications, scope, terms and conditions of this document properly, fully and promptly, at any time throughout the duration of the Contract, the Town reserves the right to:

* 1. order the Contractor, on written notice, to discontinue all work under the Contract;
  2. advertise for new Bids; or,
  3. carry out the Work in any way as the Town may, at its sole discretion, deem best.

The Contractor further agrees to save and hold harmless the Town, and/or its officers, agents, or servant from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to be reason of such default or failure.The Town reserves the right to remove from future eligibility to submit bids to the Town, any Bidder that is in breach of its obligations.

#### TERMINATION

In the event that the Contractor fails to comply with any provision of the Contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Town, the Town may give notice in writing to the Contractor of such failure. In the event that the Contractor has not remedied its failure within ten (10) days of the said notice, the Town shall be entitled to exercise any one or more of the following remedies:

* 1. the Town may terminate the Contract without further notice and exercise its rights to the performance security provided by the Contractor;
  2. the Town may withhold any payment due to the Contractor hereunder until the Contractor has remedied its failure;
  3. the Town may engage the services of others to remedy the Contractor’s failure, and obtain reimbursement therefore from the Contractor. Such reimbursement may be obtained either through deduction from any amount owing to the Contractor or through any other legal means available to the Town; or
  4. the Town may assert any other remedy available to it in law or equity.
  5. The Town reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

#### EVALUATION OF PERFORMANCE

Upon completion of the Contract, the Town may complete an evaluation of the Contractors' performance. The evaluation shall be placed on file and a copy of this evaluation may be given to the Contractor. This information may be made available to persons requesting Town references for the Contractor and also may be reviewed and may form part of the criteria when awarding future bids by the Town. In the event of documented poor performance, non- performance or conflict of interest, the Town may put the Contractor on a no-bid list and will not accept bids from the Contractor for up to two years.

The Contractor hereby authorizes the maintenance and release of this information.

#### TOWN OF PENETANGUISHENE PURCHASING BY-LAW NO. 2018-12

The terms and requirements of the Town of Penetanguishene Purchasing By-Law constitute an integral part of this RFT and are incorporated by reference into this RFT. It is the responsibility of all Bidders to become familiar and comply with the requirements of the Town of Penetanguishene Purchasing By-Law, which is available on the Town’s website:

[www.penetanguishene.ca](http://www.penetanguishene.ca)

#### WORKING LANGUAGE

The working language of the Town of Penetanguishene is English and all responses to this Tender must be English.

#### TOWN OF PENETANGUISHENE PAYMENT TERMS & METHODS

The Town’s standard payment terms are NET 30 days from the date of invoice. If applicable, the Town’s Project Leader of this Contract may require the vendor to submit invoices in a specific format/outline and if so, details of such will be discussed with the vendor after award of the Contract.

All payments will be processed using a cheque or electronic funds transfer (EFT). If any deviation from the accepted method of payment is necessary such deviation shall be mutually agreed upon and confirmed in writing by both the vendor and the Town.

New or existing vendors to the Town will be provided with the necessary documents to facilitate EFT payment.

Invoices may be submitted electronically to [sdesjardins@penetanguishene.ca](mailto:sdesjardins@penetanguishene.ca)

or mailed directly to:

Town of Penetanguishene

10 Robert Street West

Penetanguishene, ON, L9M 2G2

Inquiries regarding payment status shall be directed to [sdesjardins@penetanguishene.ca](mailto:sdesjardins@penetanguishene.ca)

#### PAYMENT HOLDBACK FOR UNSATISFACTORY PERFORMANCE

The Town shall not pay the final invoice to the successful Bidder for the work, services, products or materials stated in these documents until the Town is fully satisfied that all terms and conditions in these documents and all work, service preformed, products or materials delivered shall be deemed to have been completed, installed or delivered to the complete satisfaction of the Town.

##### PART III SPECIAL CONDITIONS OF CONTRACT

#### INTRODUCTION

The Town is calling for complete quotations from qualified Bidders to supply, deliver and install one (1) MYCOM 6WA bare Compressor and one (1) Seasonal Ice Controller designed for the purpose of efficiently cooling the Penetanguishene Memorial Community Centre for seasonal ice operations, as detailed herein.

#### MANUFACTURER’S SPECIFICATIONS

Bidders, upon request, must submit the manufacturers’ specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

#### WARRANTY

The Tender will include all warranties and guarantees covering materials and workmanship.

The successful Bidder at no additional cost to the Town will carry out any repairs, services or adjustments for the cab and chassis, as well as “non-cab and chassis components” during the warranty period for this product.

If the product needs to be returned to supplier for warranty work, it will be at the full cost to the successful Bidder.

#### PRE-DELIVERY INSPECTION/SET-UP

The Successful Bidder may be required to perform a pre-delivery inspection and complete set- up/adjustment for the product and respective attachments bid. Any such costs for this requirement are to be included as part of the quoted cost.

#### TRAINING

The Successful Bidder will provide training for up to 10 Town Staff members including both theory and practical components and records of training as indicated herein

#### DEMONSTRATION

Bidders may be required to provide an onsite **(Penetanguishene, Ontario)** demonstration of product(s) being offered for consideration.

**THIS AGREEMENT** made in duplicate on this day of 2018.

#### BETWEEN

The Corporation of the Town of Penetanguishene hereinafter called the “Town”,

#### AND

herein after called the “Contractor”

**WHEREAS** the Town has awarded to the Contractor the Contract for;

#### RFT # 2018-12

**Seasonal Ice Controller & Compressor replacement**

According to the terms and conditions herein referred to, the Contractor having put in a Bid therefore, a copy of which is hereto annexed, which bid was accepted by the “Town” on the;

day of , 2018.

**THE** Contractor covenants and agrees with the Town to provide, as more specifically set out in the Bid Documents and provide such goods, proper and sufficient materials, equipment and labour of all kinds whatsoever as may be necessary for Supplying the said goods and services, as hereinafter specified and in accordance with the conditions and requirements prepared therefore and attached hereto and which are expressly acknowledged and made part of this Contract.

**IN** witness where of the parties hereto have hereunto set their hand and seals on the above date.

#### CONTRACTOR

SIGNED, SEALED AND )

DELIVERED ) Signature:

)

)

) Position:

) (I have authority to bind the Company)

)

) Witness:

) (If not under Seal)

)

)

#### ) THE CORPORATION OF THE TOWN OF PENETANGUISHENE

)

)

Chief Administrative Officer’s Signature

**BID FORM**

**THE CORPORATION OF THE TOWN OF PENETANGUISHENE**

**10 Robert Street West, Penetanguishene, ON, L9M 2G2**

**TENDER #: 2018-12**

**Seasonal Ice Controller & Compressor Replacement**

**DOCUMENTS TO BE ENCLOSED WITH THIS BID FORM**

* **Bidders Information Form**
* **Bidder Contract Commitment Form Signed & Sealed**
* **Schedule I – Items and Unit Prices/Compliance**
* **Schedule II - List Sub-Contractors**
* **Schedule III – Ability and Experience Form**
* **Accessibility Compliance Form**
* **Certificate of Independent Bid Determination**
* **Submission Label affixed to outside of Envelope**

**BIDDERS INFORMATION FORM**

**Bidders must complete this form and include with the Bid Submission Please ensure all information is legible.**

|  |  |  |
| --- | --- | --- |
| **1.** | **Company Name** |  |
| **2.** | **Bidder’s Main Contact Individual** |  |
| **3.** | **Address (including postal code)** |  |
| **4.** | **Office Phone #** |  |
| **5.** | **Toll Free #** |  |
| **6.** | **Cellular #** |  |
| **7.** | **Fax #** |  |
| **8.** | **e-mail address** |  |
| **9.** | **Website** |  |
| **10.** | **HST Account #** |  |

**ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA**

**This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)**

**ADDENDUM # DATE RECEIVED**

**#**

**#**

**#**

□ Check here if NO Addenda received.

#### BIDDER SIGNATURE DATE

**BIDDER CONTRACT COMMITMENT FORM**

To The Corporation of The Town of Penetanguishene, Hereafter called the "Town ":

I/WE the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Town, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
4. I/WE represent that no member of the Council, and no officer or employee of the Town, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to Supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT additions or alterations to or deductions from the said Contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the awarded Bidder for the said Work or Ninety (90) Business Days from the Submission Deadline, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Town may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Business Days from the Submission Deadline, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Town.
10. THAT the awarding of the Contract, by the Town is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as

required by the Contract Document and to execute the agreement in duplicate within Ten (10) Business Days after notification of award. If I/WE fail to do so, the Town may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best and I/WE also agree to pay to the Town the difference between this Bid any greater sum which the Town may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new bids, and shall indemnify and save harmless the Town and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

1. THAT I/WE agree to save the Town, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
2. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
3. /WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations

#### THE TOTAL BID PRICE (INCLUDING TAXES):

**DOLLARS ($** **)**

in lawful money of Canada.

The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in this document form part and parcel of the said contract. All Addendum/Addenda should be issued before forty eight (48) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by The Town of Penetanguishene.

#### Bidders are encouraged to check with the municipal website prior to submitting a bid submission to ensure receipt and acknowledgment of all addenda’s released.

The undersigned affirms that he/she is duly authorized to execute this bid.

BIDDER'S SIGNATURE AND SEAL:

(Signature must be in ink)

POSITION:

WITNESS:

POSITION:

(If Corporate Seal is not available, documentation must be witnessed)

DATED AT THE

(City/Town)

THIS DAY OF , 2018.

#### 

**SCHEDULE I**

**ITEMS AND UNIT PRICES**

**ITEM #1**

**SPECIFICATIONS/COMPLIANCE**

**SUPLLY AND INSTALL ONE (1) MYCOME 6WA BARE COMPRESSOR**

**PRODUCTS OFFERED SHALL BE NEW AND UNUSED**

**Should a Bidder wish to submit more than one (1) MYCOM 6WA bare Compressor, then a separate Quotation Form and Specifications/Compliance form must be completed.**

## SCOPE OF WORK

This Section of the Contract includes all Ice Rink Equipment work called for, or implied, together with all necessary incidentals, whether referred to or not, as will be required to complete the work to the full intent and meaning of the specifications. The work includes, but is not limited to the following:

* 1. Work under this Contract covers the upgrade and/or replacement of the Refrigeration Plant Control System. This includes but is not limited to the reinstatement of all connections to the panel in accordance with the specifications. Also additional new equipment may be provided as noted in the specification. It is the responsibility of the contractor to coordinate all components of the project and defined herein.
  2. The specification is not intended as a detailed description of installation methods but serves to indicate particular requirements of the completed work.
  3. It is the intention of the specification to provide finished work. Any items omitted there which are clearly necessary for the completion of the work or its appurtenances shall be considered as portion of the work.
  4. Contractor is responsible to review the existing system and equipment within the refrigeration plant and include for all necessary devices to complete the installation. Coordinate requirements with electrical contractor if required.
  5. Contractor shall provide a fully functional control system to safely operate the refrigeration plant condenser system based on a floating head pressure design.

1. **REFERENCES**
   1. CAN/CSA-B52-99 Mechanical Refrigeration Code, latest revision.
   2. Ontario Electrical Safety Code, latest revision.
   3. ANSI/ASME Boiler and Pressure Vessel Code, latest revision.

**3.0 MAINTENANCE**

* 1. Provide a copy of operation manual for new equipment installed.

**4.0 WARRANTY**

4.1 One year parts and labour warranty from start-up date. Including 2 hour emergency response

time in the event of failure of the system.

1. **GRANT APPLICATION**
   1. Provide detailed engineered calculations to illustrate the kWh saved from installing floating head pressure on existing control system.
   2. Provide grant application services to the Ontario Power Authority.
   3. Provide Pre Approval Amount to be received from Ontario Power Authority.
   4. Amount will be shown as a deduct on the bid form
   5. Contractor must have at least 10 previous installations approved by the Ontario Power Authority.
2. **DESCRIPTION OF WORK**
   1. One bare Mycom X-change 6WA compressor
   2. Old compressor must go back to Mycom for X-change program
   3. New OSHA belt guard
   4. Pump down ammonia and reuse
   5. Reuse existing cement pad and steel base
   6. Reuse 50HP motor and all electrical
   7. Reuse existing oil separator, 11L drainer, discharge stop valve, discharge check valve
   8. Reuse all safety cutouts
   9. One pail of C-oil
   10. Gantry rental
   11. Freight to site
   12. Necessary mechanics & welders labour re & re
   13. Misc pipe and fittings
   14. TSSA inspection

**7.0 EQUIVALENCY**

Please note products that are deemed equivalent to the above must follow the below process for evaluation.

* 1. Submittal – contractors must submit the equivalent product for review **1 week prior to closing at 4:00 PM. In the event this does not take place than the above products must be priced with your submittal.**
  2. Review – Town will review the equivalents with a 3rd Party Consultant to ensure they meet the requirements.
  3. Approval – Town will advise contractor if the products meet or do not meet the

requirements 72 hours after received.

**ITEM #2**

**SPECIFICATIONS/COMPLIANCE**

**SUPPLY AND INSTALL ONE (1) SEASONAL ICE CONTROLLER**

**PRODUCTS OFFERED SHALL BE NEW AND UNUSED**

**Should a Bidder wish to submit more than one (1) SEASONAL ICE CONTROLLER, than a separate Quotation Form and Specifications/Compliance form must be completed.**

## 8.0 SCOPE OF WORK

This Section of the Contract includes all Ice Rink Equipment work called for, or implied, together with all necessary incidentals, whether referred to or not, as will be required to complete the work to the full intent and meaning of the specifications. The work includes, but is not limited to the following:

* 1. Work under this Contract covers the upgrade and/or replacement of the Refrigeration Plant Control System. This includes but is not limited to the reinstatement of all connections to the panel in accordance with the specifications. Also additional new equipment may be provided as noted in the specification. It is the responsibility of the contractor to coordinate all components of the project and defined herein.
  2. The specification is not intended as a detailed description of installation methods but serves to indicate particular requirements of the completed work.
  3. It is the intention of the specification to provide finished work. Any items omitted there which are clearly necessary for the completion of the work or its appurtenances shall be considered as portion of the work.
  4. Contractor is responsible to review the existing system and equipment within the refrigeration plant and include for all necessary devices to complete the installation. Coordinate requirements with electrical contractor if required.
  5. Contractor shall provide a fully functional control system to safely operate the refrigeration plant condenser system based on a floating head pressure design.

1. **REFERENCES**
   1. CAN/CSA-B52-99 Mechanical Refrigeration Code, latest revision.
   2. Ontario Electrical Safety Code, latest revision.
   3. ANSI/ASME Boiler and Pressure Vessel Code, latest revision.
2. **MAINTENANCE**
   1. Provide a copy of operation manual for new equipment installed.
3. **WARRANTY**
   1. One year parts and labour warranty from start-up date. Including 2 hour emergency response time in the event of failure of the system.
4. **GRANT APPLICATION**
   1. Provide detailed engineered calculations to illustrate the kWh saved from installing floating head pressure on existing control system.
   2. Provide grant application services to the Ontario Power Authority.
   3. Provide Pre Approval Amount to be received from Ontario Power Authority.
   4. Amount will be shown as a deduct on the bid form
   5. Contractor must have at least 10 previous installations approved by the Ontario Power Authority.
5. **DESCRIPTION OF WORK**
   1. Design, provide and commission all the accessories necessary, the software, the relays, transmitters, the control panels and others for the complete operation of a DDC based dedicated floating head pressure control system.
   2. Design, provide and commission all the accessories necessary, the software, the relays, transmitters, the control panels and others for the complete operation of a DDC based dedicated floating head pressure control system.
   3. Disconnect power to existing control panel and equipment to allow for safe upgrade of controller.
   4. The contractor as part of the refrigeration contract is to supply and install a floating head pressure based automatic control system to achieve the performance specified in the following clauses.
   5. The system shall not require any on-site programming.
   6. The system shall be programmed to safely and efficiently operate the refrigeration plant condenser system based on a true floating head pressure system.
   7. The refrigeration contractor shall have an in-house automation group directly employ those responsible for designing and programming the floating head pressure control system. Sub-contracting of this work to another company by the refrigeration contractor is not permitted.
   8. The refrigeration contractor shall have completed a minimum of 10 floating head pressure control systems the past three years (10 systems in total). Installation addresses and site contact names must be provided with bid submission.
   9. The DDC control panel shall be built by a CSA certified panel shop.
   10. The control system shall properly control the following equipment where applicable.

* **Condenser pump**
* **Condenser fan c/w VFD**
* **Condenser is controlled by floating head pressure control strategy**

1. **PRODUCTS**

**CONTROLLER:**

* 1. Refrigeration Management System condenser controller shall be the CIMCO Seasonal PLUS Controller or approved equivalent
  2. The controller shall have the ability to be upgraded to a CIMCO 6000E refrigeration management system by the same contractor.

**VARIABLE FREQUENCY DRIVE:**

* 1. Variable Frequency Drive shall be manufactured by ABB Inc., Model # ACH550-VDR or approved equivalent
  2. Line Reactor & Enclosure shall be manufactured by ABB Inc. or approved equivalent
  3. Engineered Wiring Drawings must be complete by the selected contractor
  4. Programming of the VFD must be completed by the selected contractor

**CONDENSER FAN MOTOR:**

* 1. Condenser Fan Motor shall be manufactured by WEG or approved equivalent
  2. Condenser Fan Motor shall be an Open Drip Proof (ODP) Nema Premium Motor or approved equivalent

1. **PRODUCT EQUIVALENCY**

Please note products that are deemed equivalent to the above must follow the below process for evaluation.

* 1. Submittal – contractors must submit the equivalent product for review **1 week prior to closing at 4:00 PM. In the event this does not take place than the above products must be priced with your submittal.**
  2. Review – Town will review the equivalents with a 3rd Party Consultant to ensure they meet the requirements.
  3. Approval – Town will advise contractor if the products meet or do not meet the requirements 72 hours after received.

**The bidder must submit a list of 3 different municipalities in the Province of Ontario, with contact names and telephone numbers, who currently own and operate one (1) or more of the model offered.**

1. **SYSTEM FEATURES**
   1. Up to one ice surface
   2. Two (2) rink pump(s) with allowance for a stand by pump
   3. Up to two stages for condenser
   4. Up to four (4) reciprocating compressors
   5. Under floor pump control
   6. 10.4” Color Touch Screen
   7. Equipment Run Status
   8. Equipment Alarms
2. **INSTRUMENTATION INCLUDED**
   1. One (1) Infra-Red Camera
   2. Common Discharge Pressure
   3. Under floor Temperature
   4. Common Brine/Glycol Return Temperature
   5. Outdoor Air Temperature/%RH
   6. Run status for controlled equipment
3. **STANDARD FEATURES**
   1. 10.4” Panel Mounted Colour Touch Screen
   2. Floating Head Pressure Control (VFD required for proper implementation)
   3. Data Trending
   4. Leak Detection ( Binary Input only, sensor not included)
   5. Compressor / Pump cycling
   6. Day / Night set points
   7. Alarm History
   8. E – Stop / High Level Safety Status

#### SCHEDULE OF ITEMS & PRICES

**ITEM 1 – MYCOM 6WA BARE COMPRESSOR**

|  |  |
| --- | --- |
| Equipment and Delivery | $ |
| Labour, Travel and Materials required to complete scope of work as per the tender document | $ |
| HST 13 % | $ |
| Before Incentive Total | $ |
| Pre-Approved Incentive Value | $ |
| TOTAL | $ |

**ITEM 2 – SEASONAL ICE CONTROLLER**

|  |  |
| --- | --- |
| Equipment and Delivery | $ |
| Labour, Travel and Materials required to complete scope of work as per the tender document | $ |
| HST 13 % | $ |
| Before Incentive Total | $ |
| Pre-Approved Incentive Value | $ |
| TOTAL | $ |

The Total Product Package amount shall include all costs incurred, including supply, delivery, installation, applicable taxes and incentives.

|  |  |  |
| --- | --- | --- |
| **The Bidder shall specify a firm # of days for delivery and installation from receipt of tender award**  Calendar Days From Tender Award | | |
| **One (1) MYCOM 6WA bare Compressor** | | **$** |
| **One (1) Seasonal Ice Controller** | | **$** |
|  | **SUB-TOTAL** | **$** |
|  | **H.S.T.** | **$** |
|  | **BEFORE INCENTIVE TOTAL** | **$** |
|  | **PRE-APPROVED INCENTIVE VALUE** | **$** |
| **\*\*TOTAL PRODUCT PACKAGE** | | **$** |

**\*\*Transfer this amount (Total Product Package to page 23; item# 15**

**SCHEDULE II (IF APPLICABLE) LIST SUB-CONTRACTORS**

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed; otherwise name work type and name of Sub-Contractor proposed to be used.

The Town reserves the right to approve all proposed Sub-Contractors and where the Town objects to the use of any proposed Sub-Contractor, the Bidder shall use another Sub-contractor acceptable to the Town. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract Award shall be subject to the approval of the Town.

The awarded Bidder may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Awarded Bidder shall only use those Sub-Contractors approved by the Town and shall be held fully responsible to the Town for the acts and omissions of its Sub-Contractors.

|  |  |  |
| --- | --- | --- |
| **TYPE OF WORK** | **SUB-CONTRACTOR** | **CONTACT NAME & NUMBER** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**SCHEDULE III**

**ABILITY AND EXPERIENCE FORM**

The Bidder shall provide below five (5) separate Customers **other than the Town** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

Each Reference must include:

* Contact information for validation
* Site Location
* Model Number of unit installed
* Year of the installation

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Number | Contact Name | Contact Phone | Site Location | Model | Year |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |

**This will be used to verify that the contractor has completed a minimum of 5 installations of similar projects in the last 3 years. If a contractor fails to reference 5 installations in the last 3 years their bid submittal will be rejected.**

**INCENTIVE CONFIRMATION**

All document requirements below must be clearly marked and submitted along with the tender submission.

1. Provide detailed engineered calculations to illustrate the kWh saved from converting systems.
2. Provide application submittal service in house and cannot be outsourced to a 3rd party.
3. Provide potential pre-approval amount to be received from Ontario Power Authority for this install.

|  |  |  |
| --- | --- | --- |
| **Task Number** | **Task** | **Confirmation** |
| #1 | Did Contractor Provide Detailed Calculations to Illustrate Savings? | YES / NO |
| #2 | Did Contractor provide proof they can complete application in house? | YES / NO |
| #3 | Did Contractor provide potential pre-approval amount to be received form OPA? | YES / NO |

Refrigeration contractor must provide with tender submission a minimum of five (5) previous arena installations approved by the Ontario Power Authority.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Number | Contact Name | Contact Phone | Site Location | Year | Amount |
| 1 |  |  |  |  | $ |
| 2 |  |  |  |  | $ |
| 3 |  |  |  |  | $ |
| 4 |  |  |  |  | $ |
| 5 |  |  |  |  | $ |

**This will be used to verify that the contractor has completed an incentive application in house and received the funding on behalf of the Municipality**. **If a contractor fails to reference 5 previous installations their bid submittal will be rejected.**

#### REFERENCE RELEASE FORM

I (authorized signatory for the submitting Firm) authorize the Town to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the Bidder.

The Town reserves the right to call references if in its sole discretion finds a need to do so. The Town reserves the right to check other references other than listed herein.

### DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name:

Print Name:

Title:

Date:

I acknowledge that I am required to comply with the *Accessibility for Ontarians with Disabilities Act, 2005* including but not limited to the *Accessibility for Customer Service* and the *Integrated Accessibility Standard Regulation*. I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required training. I will provide to The Corporation of the Town of Penetanguishene any further documentation that confirms this training upon its request.

I will indemnify the Corporation of The Town of Penetanguishene (“Town”) from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understand and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by for the completion of work contracted for the Town will also comply with the above requirements.

Authorized Signature Date

I have authority to bind the corporation

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or Prequalification (hereinafter “bid”) to:

The Corporation of the Town of Penetanguishene (Corporate Name of Recipient of this Submission)

For: 2018-12 Seasonal Ice Controller & Compressor Replacement (Name and Number of Bid and Project)

in response to the call or request (hereinafter “call”) for bids made by:

The Corporation of the Town of Penetanguishene (Name of Bidding Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of that: (Corporate Name of Bidder [hereinafter “Bidder”])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who
   1. has been requested to submit a bid in response to this call for bids;
   2. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
   1. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   2. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   1. prices;
   2. methods, factors or formulas used to calculate prices;
   3. the intention or decision to submit, or not to submit, a bid; or
   4. the submission of a bid which does not meet the specifications of the call for bids;
   5. except as specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Bidding Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder) (Position Title) (Date)

#### SUBMISSION LABEL

**From:**

# Address:

**Contact:**

**Email:**

# Deliver to:

#### SEALED BID:

**The Corporation of the Town of Penetanguishene**

**10 Robert Street West**

**Penetanguishene, Ontario L9M 2G2**

**BID NUMBER: 2018-12**

**DESCRIPTION: Seasonal Ice Controller & Compressor Replacement**

**CLOSING DATE: June 19, 2018 at 11:00am**

#### For Town Office Use only

**Date and Time Received:**

**Received By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_