

Municipality of
Bluewater

**TENDER REQUEST FOR THE SUPPLY AND INSTALLATION OF A
DEHUMIDIFIER AT BOTH THE HENSALL AND ZURICH ARENA**

BW-FAC02-2021

DATE & PLACE FOR RECEIVING TENDERS:

Tenders will be received by the
Manager of Facilities until
12 pm on Friday, April 30th, 2021 at:

**The Municipality of Bluewater
PO Box 250, 14 Mill Avenue,
Zurich, Ontario N0M 2T0**

Telephone: 519-236-4351
Fax: 519-236-4329

INFORMATION TO BIDDER

Sealed tenders will be accepted until 12 pm local time **Friday, April 23rd, 2021** for the supply and installation of a dehumidifier at both the Hensall and Zurich Arena including all necessary labour, equipment and materials more completely described in this document.

Please direct all inquiries or questions to the Manager of Facilities.

1. SUBMISSION

Tenders must be submitted on the forms provided and delivered in a sealed marked envelope to:

Jeff Newell, Manager of Facilities
Municipality of Bluewater
14 Mill Avenue, PO Box 250
Zurich ON N0M 2T0

Re: Tender Request for the Supply and Installation of a Dehumidifier at both the Hensall and Zurich Arena

Telephone: (519) 236-4351 ext. 240

Fax: (519) 236-4329

E-mail: facilities@municipalityofbluewater.ca

Tenders arriving after the stated closing time will not be considered.

2. ACCEPTANCE OF TENDERS

The Municipality of Bluewater reserves the right to accept any tender, in whole or in part, that it feels is most beneficial to the residents of the Municipality of Bluewater. Therefore, the lowest or any Tender may not necessarily be accepted.

3. WITHDRAWAL OR QUALIFYING OF TENDERS

A bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder for this Contract.

A bidder may withdraw their tender at any time up to the official closing time by submitting a letter bearing their signature as in their tender to The Municipality of Bluewater. No emails, telegrams, facsimile or telephone calls will be considered. After the official closing time for the receiving of tenders, all tenders received shall be irrevocable.

4. CLARIFICATION

Should a bidder find discrepancies in or omissions from the tender documents, or should there be any doubt as to their meaning, inquiry should be made with the Designated Official, telephone (519) 236-4351. Should a correction, explanation, or interpretation be necessary or desirable, a written addendum will be issued to all bidders. Addenda, issued during the bidding period, are part of these Tender Documents.

5. RESERVATIONS

The Municipality reserves the right to accept any tender in whole or in parts thereof judged most satisfactory, without liability on the part of the Municipality.

The Municipality reserves the right to reject any or all tenders. The lowest or any tender will not necessarily be awarded a Contract.

Tenders which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations and irregularities of any kind may be rejected as informal.

6. PRICES AND BUDGETS

The Municipality of Bluewater has a strictly defined budget for the work within this Contract and reserves the right to change the scope of this Contract to bring the tender price within the available budget limits.

The Municipality reserves the right to waive formalities and enter into negotiations with the low bidder, or any other bidder that it deems appropriate in order to bring the project to within any given budget limit.

Should it be determined that the changes in the scope of the Contract are of sufficient magnitude, then the Municipality shall cancel the tender process, then, at its discretion, commence a new process in order to complete the project within the budget available.

Changes to the scope of this Contract, either by changes in scheduling, changes in quantities of work and/or deletion of any part of the work shall not entitle the Contractor to any extra compensation.

The Municipality will not be held responsible for any cost incurred by any bidder associated with preparing or submitting a tender for this project, should the tender be rejected or the process cancelled.

7. PAYMENT

Invoices will be paid within 30 days of the invoice date, unless early payment discounts are available, in which case payment will be made by the discount date.

8. DESIGNATED OFFICIAL

For the purpose of this contract Jeff Newell is the “Designated Official” and shall perform the following functions:

Releasing, recording, and receiving tenders, recording and checking of submissions; answering queries from prospective bidders, considering extensions of time. In addition, reviewing of bids received, ruling on those not completely meeting requirements and preparing a report and recommendation to Municipal Council.

9. FAILURE TO PERFORM

If, in the opinion of the Municipality, the Contractor refuses or neglects to perform the work required under the contract in an orderly manner and without delay, then The Municipality of Bluewater may cancel the contract by twenty-four (24) hours written notice.

The said Municipality shall have the full right and power at its discretion, without process of action at law, to take possession of the whole work remaining at the time of notice of cancellation and to re-let the same to any other person, persons, or Company, with or without previous advertisement.

The Contractor shall be liable for all damages, expenditure and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof, together with the penalties from the date fixed for the completion of the work.

10. INSURANCE

A certificate of insurance or a certified copy of the Contractor's policy shall be provided at the time of tender award, showing coverage for at least the following limits:

- i) Comprehensive liability insurance providing bodily injury limits of at least \$2,000,000 per person and accident, and providing for property damage of at least \$2,000,000 in any one accident. The Municipality of Bluewater shall also be named as an additional insured party on such policies.
- ii) Insurance as in i) above for all licensed motor vehicles operated by or on behalf of the bidder.

The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse during the duration of the Contract without 30 days prior written notice to The Municipality of Bluewater. The insurance policy shall not contain any deductible amounts and shall remain in effect until the contract has been terminated.

11. WORKPLACE SAFETY AND INSURANCE

It is the obligation of any successful bidder to comply with all requirements of the Workplace Safety and Insurance Board Act. Bidders must certify that all employees, officers, agents and sub-contractors are covered under the Act.

A WSIB Certificate shall be supplied at the time of tender award and updated every 60 days in compliance with the Act. Failure to supply or update this certificate as required is cause for termination of the contract. Both the Municipality of Bluewater and the Contractor have obligations under the Workplace Health and Safety Act to ensure that work sites are safe and that accidents are prevented.

The contractor will be responsible for the ongoing safety and security of the job-site.

In the event of a serious or recurring problem, a notice of non-compliance will be issued. The Contractor will be responsible for reacting to any deficiency and correcting any potential health and safety risks.

Disregard for any requirement of the Workplace Health and Safety Act may be cause for the issuance of a stop work order or even termination of the contract.

REQUIREMENTS GENERAL

1. SCOPE

The Municipality of Bluewater seeks tenders for the installation of dehumidifiers at the Hensall and Zurich Arena including all necessary labour, equipment and materials. One dehumidifier at each facility is required.

2. PRICING

Tenders must be firm pricing for the complete supply of the item specified, noting all applicable extra charges which may include mobilization/demobilization of necessary equipment required to perform the works.

3. BASIS OF REJECTION OF TENDER(S)

Tenders may be rejected for one or more of the following reasons:

- a) Bids arriving after the closing time and date as specified in this document
- b) Bids received in a form other than the tender form supplied
- c) Bids not completed in ink or by type
- d) Bids containing any other form of alteration, including but not limited to include, strike-out, white-out, etc.
- e) Bids not properly signed and sealed

4. SALES TAXES

Harmonized Sales Taxes shall be clearly shown on submitted invoices where applicable.

5. INSURANCE

A certification of insurance or a certified copy of the Contractor's policy shall be provided showing coverage for at least the following limits:

- i) Comprehensive liability insurance providing bodily injury limits of at least \$2,000,000 per person and accident, and providing for property damage of at least \$2,000,000 in any one accident. The Municipality of Bluewater shall also be named as an additional insured party on such policies.
- ii) Insurance as in i) above for all licensed motor vehicles operated by or on behalf of the bidder.

The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse during the duration of the Contract without 30 days prior written notice to The Municipality of Bluewater. The insurance policy shall not contain any deductible amounts and shall remain in effect until the contract has been terminated.

6. DURATION OF TENDERED PRICE

Prices submitted by a supplier for materials and services shall be binding upon the supplier 120 days following the close of this tender, unless otherwise specified on the form.

7. SUBCONTRACTORS

All subcontractors shall abide by the terms of this tender.

SPECIFICATION

1. SITE INFORMATION:

- Remove existing dehumidifier from existing location.
- Remove refrigerant from unit and dispose of as per environmental regulations.
- Supply and install two (2) Smart Rink Dry Electric desiccant dehumidifiers.
- Reuse existing platforms.
- Power and control wiring from load side of the main disconnect to all equipment specified.
- Supply and install a remote controller and wiring from selected location to unit.
- Supply and install appropriately sized spiral duct work from reactivation inlet/outlet to the outside.
- Perform any ministry inspections as required
- Start up and testing.
- Training
- Product manuals and drawings (2 copies)

2. START DATE:

The work activity for this project is to be undertaken as soon as possible.

3. COMPLETION DATE:

The work activity must be completed by August 2nd, 2021.

The Municipality of Bluewater – Tender Request for the Supply and Installation of a Dehumidifier at both the Hensall and Zurich Arena



FORM OF TENDER

INSTALLATION OF DEHUMIDIFIERS AT BOTH THE HENSALL AND ZURICH ARENA

The undersigned hereby agrees to furnish the Hensall and Zurich Arena with a dehumidifier for each facility in accordance with the specifications outlined in this document.

Company Name: _____

Representative: _____
(Please Print)

Representative Signature: _____

Date: _____

\$ _____ Net Price

\$ _____ HST

\$ _____ Total Price Including Tax