



## **TENDER No. 05-2019**

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**To supply and install one (1) new heating & cooling rooftop air unit with economizer at the municipal office building (to replace existing two units serving the main floor area).**

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**For the Corporation of the Municipality of Oliver Paipoonge  
~Operations Department~**

Closing Date and Time:  
**Wednesday, April 24th, 2019**  
at 3:00 p.m., local time

**Sealed tenders, clearly marked as to contents are to be delivered to:**

**Municipality of Oliver Paipoonge  
Treasurer  
3250 Highway 130  
Rosslyn ON P7K 0B1**

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Legal Name of Firm/Individual

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Name of Contact Person

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Mailing Address: Street Number, Street Name, Municipality, Postal Code

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Telephone No:

Fax No.:

Cell No.:

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E-Mail Address

I/We, the undersigned, do hereby tender and offer to enter into contract with the Corporation of the Municipality of Oliver Paipoonge for the supply and install of one new heating and cooling unit with economizer at the Oliver Paipoonge municipal building as described in the specifications, terms and conditions of the Tender Document at the price indicated, as set out below.

The price quoted includes all labour, materials, permits, duty, taxes (other than HST), customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force and is a Total Firm Price. Harmonized Sales Tax (HST) to be extra and must be shown separately on invoicing.

**TOTAL FIRM COMPLETE PRICE: \$\_\_\_\_\_ (HST extra)**

I/We hereby estimate the completion date of the installation to be \_\_\_\_\_

calendar days after notification of award of tender.

I/We have the authority to sign this tender on behalf of the above noted company/individual.

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This Contract hereby accepted by the Municipality of Oliver Paipoonge this \_\_\_\_ day of \_\_\_\_\_, 2019 under authority of By-law No. \_\_\_\_\_.

THE CORPORATION OF THE MUNICIPALITY  
OF OLIVER PAIPOONGE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer/Clerk

## **1.0 TERMS AND CONDITIONS**

### **1.1 Submission**

Submissions clearly marked as to contents, will be received for:

#### **Tender 05-2019**

**Supply and Install one new heating & cooling rooftop air unit with economizer at the municipal office building. (replace/remove existing units)**

**Closing Date and Time: Wednesday, April 24<sup>h</sup>, 2019, 3:00 PM, local time**

Tenders shall be received by the undersigned on the form provided, including required attachments, in a sealed envelope by the above noted closing date and time. Tenders received after the closing date and time shall not be considered and will be returned to the bidder unopened. Facsimile, e-mail or telephone submissions will not be accepted.

Kevin Green, Treasurer/Deputy CAO  
Municipality of Oliver Paipoonge  
3250 Hwy 130, Rosslyn ON P7K 0B1

Tenders will be opened publicly in the Council Chambers, Oliver Paipoonge Municipal Office, Rosslyn immediately following the closing of the Tender.

### **1.2 Grounds for Disqualification of Submission**

The Municipality will disqualify or deem submissions non-compliant for the following reasons:

- Failure to submit documents in accordance with the closing date and time; or
- Failure to complete and sign tender on the form provided;
- Failure to include with submission descriptive literature/brochures; or
- Failure to comply with any of the mandatory requirements.

### **1.3 Questions/Inquiries**

Communications and clarification requests concerning this Tender are to be sent in writing and directed to:

**Laura Gibson, Financial Assistant**  
Fax: (807) 935-2161  
E-mail: [laura.gibson@oliverpaipoonge.on.ca](mailto:laura.gibson@oliverpaipoonge.on.ca)

***Inquiries must not be directed to other Municipal employees or Elected Officials.*** Directing inquiries to other than those designated may result in your bid being rejected. The deadline for questions/inquiries will be Thursday, **April 18<sup>th</sup>, 2019 at 12 noon.**

All clarification requests are to be sent in writing to the individual mentioned above. ***No clarification requests will be accepted by telephone.*** Responses to clarification requests will be provided to all interested parties.

Any and all changes to the Tender will be issued by the Treasurer/Deputy CAO (or designate) in the form of a written addendum.

#### **1.4 Rights Reserved by the Municipality**

Submission of a tender indicates acceptance by the firm of the conditions contained in this tender, unless clearly and specifically noted in the document and in any contract between the Municipality and the firm(s) selected.

The lowest or any tender not necessarily accepted. The Municipality reserves the right without prejudice to accept or reject any or all submissions and to waive technical defects, irregularities, formalities and omissions at its sole discretion, if in doing so, the best interest of the Municipality will be served.

The Municipality is not responsible for any costs incurred by the bidders in the preparation of their response to the tender.

The Municipality will not accept responsibility for any delays or costs with any reviews or approval process.

The Municipality reserves the right to be the sole judge of the acceptability of the equipment offered, and to purchase the equipment which in its opinion most closely meets the operating requirements of the using department.

The Municipality reserves the right to award this contract in whole or in part without recourse or penalty that which is deemed most advantageous to the Municipality.

The Municipality reserves the right to cancel this tender without cause and without incurring any liability whatsoever if deemed in the best interest of the Municipality to do so.

The Municipality reserves the right to terminate the contract without notice if due to non-performance and unsatisfactory service and unsatisfactory product performance.

The Municipality reserves the right to call in alternate services if the proponent is unable to provide the service when it is requested.

## 1.5 Freedom of Information

All submissions to the Municipality become the property of the Municipality and as such, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

This will confirm that the Municipality will not use/disclose the information provided, without proper authorization and will keep the information in a physically secure location to which access is given only to staff requiring access.

## 1.6 Certificates, Insurance and Indemnification

- a) The **successful** bidder shall be required to submit the following documentation prior to approval of the contract and the starting any work:
  - i) proof that the Contractor carries a minimum of \$2,000,000 liability insurance, with the Municipality of Oliver Paipoonge listed as an additional insured under the policy;
  - ii) a Workplace Safety and Insurance Board (WSIB) Clearance Certificate, if the worker who will be performing the service is not self-employed;
  - iii) an undertaking to comply with the Municipality's Policy on Contractor Health and Safety and Environmental Legislation; and
  - iv) an undertaking of compliance with Ontario Regulation 429/07 – Accessibility Standards for Customer Services Section 6, Training, made under the *Accessibility for Ontarians with Disabilities Act, 2005*.
- b) The successful bidder agrees to indemnify the Municipality against any and all claims by any person for payment for damages arising from any action of failure to act on the part of the Contractor in the course of the Contractor executing his duties and obligations under this agreement.

## 1.7 Acknowledgement of Addenda

If addenda are issued, their receipt is to be acknowledged by the proponent by including them as part of the proposal submission to ensure that all requirements are included in the submission. Failure to include all addenda may result in your submission not being considered. The Municipality will assume no responsibility for oral instructions or suggestions.

Addenda will be provided to all who have registered with the Municipality. As well, they will be posted on the Municipality's website for download at [www.oliverpaipoonge.ca/tenders](http://www.oliverpaipoonge.ca/tenders) It is the bidder's responsibility to check the website prior to closing for any

issued addenda. The Municipality will assume no responsibility for any addendum not received.

**All bidders are to indicate and confirm the following on the line below:**

**Number of addenda received:** \_\_\_\_\_

### **1.8 Review of Requirements**

All bidders should carefully review this solicitation for defects or questionable matter. Comments or the need for clarification must be made in writing. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Treasurer/Deputy CAO (or designate) as per the terms set out in this tender.

### **1.9 Site Visit**

There is no mandatory site visit, but respondents are encouraged to visit the project site located at 3250 Highway 130 (Oliver Paipoonge Municipal Office). Please contact Chris Bowles at 935-2613 ext 222 to arrange an inspection.

### **1.10 Sub-Contractors**

Sub-contractors are permitted for this tender. Certificates, insurance and indemnification as listed in section 1.5 of this tender document apply to any sub-contractor and the appropriate documentation shall be submitted to the Municipality prior to commencement of work.

List Sub-contractor(s) to be used and the work to be completed:

<b>Sub-Contractor Name</b>	<b>Work to be competed</b>
_____	_____
_____	_____

### **1.11 Tender Evaluation**

For the purposes of Tender evaluation the total cost of the base price as specified in the tender, **excluding** options, will be considered, although optional items may be added or deleted as deemed necessary by the Municipality.

## **1.12 Completion of Work**

All work is to be completed no later than Friday **June 14, 2019**.

## **1.13 Form of Contract**

The proponent's submission, the requirements set forth in this Tender, and any subsequent addendum or clarifications relating to the requirement of this Tender or the successful proponent's submission shall form the Contract for the goods or services to be delivered.

## **2.0 SPECIFICATIONS**

### **2.1 General**

To supply One (1) New Gas heating and a minimum 15 SEER cooling energy efficient unit with economizer. The equipment shall be new 2018 model or newer model available including the latest modifications available at the time of purchase. Bidders must certify that the models offered meet this specification.

Where specific items are specified in regards to manufacture and model, the Municipality will consider "approved equivalents" providing the make and model being offered are equal to or exceed the items being asked for in regards to design, quality, material, and performance.

The specifications in this request are the basic minimum requirements that are necessary to obtain the desired performance, reliability, low cost of operation and maintenance.

For purposes of evaluation the total cost of the base equipment as specified in the tender, **excluding** options, will be considered, although optional items may be added or deleted as deemed necessary by the Municipality.

All equipment specified in this Form of Tender is subject to Approval by Municipal Council and Budget Funding.

### **2.2 Health and Safety**

The Municipality recognizes and promotes good health and safety in order to prevent injuries and occupational illnesses.

Successful bidder must be prepared and will be expected to demonstrate, illustrate and make aware of all applicable features of the equipment being purchased by the Municipality in regards to health and safety concerns.



### **2.3 Safety Features**

The equipment supplied must meet all municipal, provincial and federal regulations which are in effect on the date of manufacture of the unit.

### **2.4 C.S.A.**

All equipment supplied must be approved by the Canadian Standard Association and bear labels as such.

### **2.5 Delivery, Acceptance and Payment**

Delivery of equipment is to be as soon as possible after award.

The Municipality will not make any payment until all items/terms applicable to this tender have been included/completed to the entire satisfaction of the Municipality.

Vendor(s) shall not assume that physical delivery to the Municipality implies full acceptance of the unit.

### **2.6 Manuals**

Operator's manual to be supplied. All applicable manuals and maintenance lists are to accompany the unit upon delivery to be considered complete.

### **2.7 Brochures**

Manufacturer's standard descriptive literature/brochures **must accompany** the tender form including pictures and important features clearly marked.

### **2.8 Warranty**

The performance and material warranty should be fully stated and attached to the tender submission.

Dealer should supply a full description of all extended warranties available including any additional costs.

### **2.9 Demonstration**

Successful bidder must provide a demonstration and training session in Oliver Paipoonge of the unit being offered without charge to the Municipality.

## **2.10 Parts and Service**

State full particulars regarding Warranties and Maintenance:

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A Parts and Service Depot for all components should be located and maintained in the Thunder Bay/Oliver Paipoonge are. State name and address of Warranty Service Depot, including availability of parts and timeframe required to order parts:

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## **3.0 SPECIFICATIONS – Project Requirements**

Provide and Install a new gas heating and minimum 15 SER cooling energy efficient unit with economizer.

To remove the current heating and cooling units along with any extraneous ducting. All removed heating and cooling system items become property of the successful proponent.

The successful proponent is to provide all materials, labour, permits and anything else that may be required in order to have a fully functional, heating and cooling system.

The successful proponent shall restore the interior and exterior of the project location to equal or better condition than what currently exists upon project completion.

**UNDERTAKING TO COMPLY WITH THE  
MUNICIPALITY OF OLIVER PAIPOONGE'S POLICY ON CONTRACTOR SAFETY**

Name of Contractor: \_\_\_\_\_ (the "Contractor")

Description of Contract: \_\_\_\_\_ (the "Contract")

Name of Authorized Representative  
of the Contractor \_\_\_\_\_

1. I/We hereby undertake:

- (a) To comply with all health and safety and environmental legislation in the performance of this contract;
- (b) To maintain a safe and healthy work environment during the performance of this contract;
- (c) To comply with the Municipality of Oliver Paipoonge Contractor Safety Policy as set out in the Supplementary General Conditions.

2. I/We hereby agree:

- (a) That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in the Corporation of the Municipality of Oliver Paipoonge's (hereinafter the Corporation) discretion, lead to the termination of this Contract;
- (b) To permit the Corporation to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Corporation in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the Corporation will immediately do so.

- (iv) If not required by law to immediately report the problem, and the problem remains unresolved, the Corporation may report the problem to the appropriate Ministry(ies).
  - (v) The Contract may, in the Corporation's discretion, be suspended or terminated and/or payment withheld by the Corporation.
- (b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Corporation reserves the right to bypass any or all of the steps described in subsection 3(a).

I/We have the authority to bind the Contractor.

\_\_\_\_\_ (Date)

SIGNED, SEALED AND DELIVERED  
in the presence of:

(Name of Contractor)

Per:

\_\_\_\_\_  
Authorized Signature 1

\_\_\_\_\_  
Authorized Signature 2

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

I, the undersigned witness, hereby attest to the  
validity of the above signatures.

\_\_\_\_\_  
Print Name

***ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005***  
**COMPLIANCE FORM FOR CONTRACTORS**

**ONTARIO REGULATION 429/07**  
**(Accessibility Standards For Customer Services Section 6, Training)**

**Contracting Party:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Location of work being provided to the Municipality:**

\_\_\_\_\_

**Work being performed for the Municipality:**

\_\_\_\_\_

\_\_\_\_\_

**Anticipated duration of the contract or services being provided:** \_\_\_\_\_

I have the authority to bind the contracting party and I verify that our company meets the requirements of the Accessibility For Customer Service Regulation 429/07, Section 6; Training For Staff and will continue to meet these requirements for the duration of the contract or services being provided to the Municipality.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please submit to the Municipality prior to beginning of any contract work for the Municipality.*