



# **TENDER # RC2022-01**

## **FOR**

**DEHUMIDIFIER REPLACEMENT  
SAM AULT ARENA  
577 MAIN ST., WINCHESTER**

**TENDER CLOSING DATE  
*Thursday, April 14<sup>th</sup>, 2022 at 9:00 am***

**Bids shall be clearly labelled with the following:**

TENDER # RC2022-01  
DEHUMIDIFIER REPLACEMENT - SAM AULT ARENA  
Att: Meaghan Meerburg  
Director of Recreation & Culture

**Return tender submissions in a sealed envelope to:**

Township of North Dundas,  
636 St. Lawrence St., P. O. Box 489,  
Winchester, ON, K0C 2K0.

Copies of the tender document are available at [www.northdundas.com](http://www.northdundas.com) and upon request, by contacting the municipal office. The Township of North Dundas (Township) is committed to providing materials in an accessible format and with communication supports to persons with disabilities, upon request. Accessible formats may include, but are not limited to large print, recorded audio and electronic formats, etc. Communication supports may include but are not limited to captioning, alternative communication supports, plain language, etc. If we are unable to convert the requested information or communications, the Township will provide an explanation as to why the materials are not convertible and will provide a summary of the requested information or communication.

## **INFORMATION AND GENERAL SPECIFICATION**

### **SCOPE OF WORK**

#### **Unit Type to be Installed:**

Manufacturer: Refrigeration Kool- Air Inc.

Model: RKDA-0075CZ-M4-8

#### **Requirements:**

- Reclaim refrigerant from old mechanical dehumidifier and disconnect electrical
- Rental of the required tele lift to place the new unit
- Remove old unit from platform and dispose of it as per regulations
- Supply and install new DX dehumidifier on the same platform as the old one (if suitable)
- Connect new unit to existing electrical feed (if suitable)
- Supply and install supply diffuser
- Start-up, set-up & test to ensure unit is running correctly

#### **Not Included:**

- Electrical
- Any alteration to the existing stand (platform)
- Removal and reinstatement of rink mesh

### **SITE VISIT**

A mandatory site visit has been organized, during which questions regarding this Tender will be addressed and Bidders may inspect the site. Tenders will still not be accepted from Bidders who do not attend the site meeting.

Location: 577 Main Street, Winchester

Date and Time: Thursday, April 7<sup>th</sup>, 2022 at 9:00 am

### **OPENING TENDERS**

Sealed Tenders must be submitted to the Township of North Dundas, **636 St. Lawrence Street, Winchester, ON, K0C 2K0 on or before 9:00 am, local time, on Thursday, April 14<sup>th</sup>, 2022**, as determined by the time/date stamp clock in the location receiving the Bids. Submissions received at 9:01 am or later will be deemed to be late and non-compliant, in which case, the envelope will be time

and date stamped and returned unopened, to the Bidder.

Bids shall be clearly labelled with the following:

**TENDER # RC2022-01**  
**DEHUMIDIFIER REPLACEMENT - SAM AULT ARENA**  
Att: Meaghan Meerburg  
Director of Recreation & Culture

Bidders are welcome to attend the Tender opening, however attendance is not required.

Tender award is anticipated to be by Wednesday, May 4<sup>th</sup>, 2022.

**QUESTIONS & CLARIFICATIONS**

Should a Bidder find discrepancies or omissions in the Tender documents or should there be any doubt as to their meaning, the Bidder shall inquire. Questions & clarifications will only be accepted up until Friday, April 8<sup>th</sup> at 10:00 am. Should a correction, explanation, or interpretation be necessary, a written addendum will be issued and posted on the Township of North Dundas website at [www.northdundas.com](http://www.northdundas.com), no later than Monday, April 11<sup>th</sup> at 12:00 pm. Any addenda issued during the Tender period, shall form a part of these Tender documents.

**All inquiries and clarification shall be directed to:**

**Meaghan Meerburg**  
Director of Recreation & Culture  
Township of North Dundas  
636 St. Lawrence St.  
Winchester, ON. K0C 2K0  
Ph: 613-774-2105 ext. 236  
Email: [mmeerburg@northdundas.com](mailto:mmeerburg@northdundas.com)

**FORM OF TENDER**

All Tender Bids must be submitted to the Township of North Dundas using the forms provided in the Bid Package section of this Tender. The Township will not be responsible for any lost documents.

**COST OF TENDERING**

Bidders assume responsibility for all costs, expenses, loss, damage, and liabilities incurred as a result of or arising out of submitting a Tender Bid or out of the invitation to Bid.

**WITHDRAWAL OF TENDERS**

A request for withdrawal of a Tender Bid received prior to closing time will be allowed. However, withdrawal requests received after the closing time will not be allowed.

**REJECTION OF TENDERS**

The following Bids will be rejected:

- Late Bid (closing time shall be determined by the Township of North Dundas Bid time clock)
- Bid Form provided not used
- Bid not completed in ink or by non-erasable medium
- Incomplete Bid
- Bid Form not signed
- Bid not sealed

## **UNACCEPTABLE TENDERS**

Bids which are conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected.

Bids that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Township, may be rejected.

## **EVALUATION**

The following point system will be used for evaluating Tender Bids:

5 points for complete bid package

40 points for price

25 points for relevant qualifications, certifications and/or licenses

30 points for references for similar work completed within the past 36 months

## **AWARD OF CONTRACT**

The award of the Tender components are subject to the approval of the Council of the Township of North Dundas. No compensation will be paid to any Bidder as a result of not awarding this project. The Township reserves the right to reject at their discretion, any or part of, or all Tender Bids. The “lowest” Bid will not necessarily be accepted. All information available to the Township will be used in evaluating the Bids. **This Tender may be awarded in part, in whole or not at all.**

## **LICENSES, CERTIFICATES & QUALIFICATIONS**

Bidders must provide proof of valid, related licenses & certifications prior to commencing any work for the Township. These licenses/certifications & qualifications must remain valid for the duration of the contract period.

## **REFERENCES**

Bidders are required to provide three (3) references for similar work completed within the past 36 months, as it pertains to the product/service that form a part of this Tender. Submissions must include the company or individual’s name, main contact name, phone number, email address, and service location, as well as a brief description of the works completed. The Township of North Dundas reserves the right to contact any and all of these references and to use these references as part of the evaluation of the Tender Bid submission. The information collected will be used solely for purposes relating to the Township of North Dundas.

## **INSURANCE**

The Successful Bidder shall, at their own expense, within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; Owners & Contractors Protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township of North Dundas as Additional Insured with respect to the operations of the Successful Bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

### **B. AUTOMOBILE LIABILITY INSURANCE**

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000.00 inclusive for each and every loss.

### **C. ENVIRONMENTAL IMPAIRMENT LIABILITY**

Environmental Impairment Liability with a limit of not less than \$2,000,000.00. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration clause. If such insurance is issued on a claims made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Successful Bidder is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township.

The Township reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

Any deductible shall be subject to approval by the Township and cannot for any of the above-referenced insurance exceed \$10,000.00. It is further agreed that all deductibles shall be the sole responsibility of the Successful Bidder and the Township shall bear no costs towards such deductibles.

The Successful Bidder shall provide the Township with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the such cancellation,

material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township. The Successful Bidder is required to file updated certificates of insurance prior to policy expiration dates.

### **INDEMNIFICATION, DEFEND AND HOLD HARMLESS**

The Successful Bidder shall indemnify, defend and save harmless the Corporation of the Township of North Dundas, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Bidder, their officers, employees, agents, or others for whom the Bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this agreement and shall survive this agreement.

### **WORKPLACE SAFETY & INSURANCE BOARD COVERAGE**

The Successful Bidder must obtain and forward to the Township, a letter of clearance from the Workplace Safety and Insurance Board (WSIB) stating that he/she is in good standing with the Board. The clearance certificate's validity period is up to 90 days and new clearance is automatically generated 4 times per year (May 20, August 20, November 20, and February 20) for Successful Bidders in good standing with the Workplace Safety and Insurance Board. It is the responsibility of the Successful Bidder to ensure that it obtains and maintains proper and adequate coverage used for this project, as would be required of any prudent Successful Bidder. Work may not be authorized to begin until this document is received by the Township of North Dundas.

### **PRICES**

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and continue to be open for acceptance by the Township for a period of ninety (90) calendar days after the closing date indicated in this Tender.

Prices quoted must include all costs involved in obtaining necessary permits, fees and inspections required by all authorities having jurisdiction, unless otherwise stated in the **SCOPE OF WORK**. Prices quoted must also include all incidental costs, including, but not limited to labour, equipment, supplies, travel time, customs duty, brokerage fees, excise tax, freight, insurance, fuels, energy costs, etc., and the Bidder shall be deemed to be satisfied as to the full requirements of the Tender. Claims for additional costs will not be entertained in respect to visually discernible conditions, which could have been reasonably ascertained by proper inspection of the site during the Bidding period. Any additional work must be authorized in writing prior to commencement.

### **HARMONIZED SALES TAX (HST)**

Harmonized Sales Tax (HST) is an applicable tax, however it shall not be included in the Bid price.

### **PAYMENT**

Payment shall be made only for materials & labour that were outlined in the Scope of Work section, and which have been delivered prior to the invoice billing date. The Township will issue payment

within 30 days of receipt of the approved invoice.

Invoices indicating the Tender name, shall be sent directly to:

**DEHUMIDIFIER REPLACEMENT - SAM AULT ARENA**

Township of North Dundas  
Att: Meaghan Meerburg,  
Director of Recreation & Culture  
636 St. Lawrence St.  
P.O. Box 489  
Winchester, ON.  
K0C 2K0  
Or

[payables@northdundas.com](mailto:payables@northdundas.com)

**PERIOD OF CONTRACT**

The Agreement with the Successful Bidder shall be until successful completion of the project as per the terms and conditions of the Tender and acceptance of such by the Township.

Should the Successful Bidder fail to carry out the work in compliance with the requirements of this Tender, the Township of North Dundas may notify the Successful Bidder in writing that he/she is in default of the contractual obligations and instruct him/her to make the necessary corrections within seven (7) working days of receipt of such notice. If the corrections are not completed within an acceptable time as agreed to by the Township of North Dundas; Township of North Dundas prejudice may-

Issue a stop work order and make the necessary corrections, deducting the cost from any payment due to the Successful Bidder.

Or

Terminate the contract.

Should the Township of North Dundas terminate the contract, the Township shall take possession of the completed work and finish the work, withhold further payments to the Successful Bidder and upon total completion of work, charge the Successful Bidder for the amount by which finishing the work exceeds the contract price.

The Successful Bidder's obligation for the work performed up to the time of termination, shall continue to be in force after such termination.

**QUALITY CONTROL**

The Successful Bidder shall provide all supervision, labour, equipment and materials necessary to be orderly, competent and expeditious in the completion of the work. Maintain site supervision capable of acting competently on-site instructions issued by the Township of North Dundas.

Retain at the site, for reference as required, a copy of all specifications, addenda, drawings, written instructions and changes in the work.

Provide the Township of North Dundas with access to the site for purposes of inspecting the work.

Pay for any extra testing or inspection whereby the work was found deficient.

### **WARRANTY**

The Successful Bidder shall guarantee that the Work shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of completion thereof. The Successful Bidder shall be responsible for the replacement or repair, without additional charge, of all work done and materials furnished, in accordance with the Tender documents, which shall become defective within two (2) years after completion of the Work. This includes, but is not limited to, reinstatement of the grounds.

### **DAMAGE CLAIMS**

The Successful Bidder shall be responsible for all damages caused by them or their employees, subcontractors, agents or any workmen employed by them, or under their control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used thereon or therein 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, and agrees to hold the Township safe and harmless from any such claims by third parties, including any legal costs incurred by the Township in connection therewith on a solicitor/client basis.

### **RESPONSIBILITY OF EMPLOYEES**

In the event that any person employed by the Successful Bidder, gives just cause for complaint, the Successful Bidder, upon notification by the Township in writing, shall not permit such person to continue in any future work arising out of this Tender.

The Successful Bidder's, personnel shall be required to be neat, polite, courteous and sober at all times, and shall perform their duties in a manner which shall present a high level of public relations for the Successful Bidder and the Township of North Dundas.

### **SITE SAFETY**

The Successful Bidder shall comply with Provincial and local statutes; in particular the Occupational Health & Safety Act and Regulations. Successful Bidders shall use a regular system of safety inspections to detect and correct hazardous conditions, safety violations, and unsafe work practices. In addition to regularly scheduled inspections, supervisors/foreman shall conduct continuous worksite surveillance taking immediate action to rectify any observed unsafe conditions or actions.

### **UTILITIES AND MUNICIPAL SERVICES/PROPERTY**

It is the Successful Bidder's responsibility to contact the various agencies to verify the location in the field, of any underground utility and/or municipal service.

The Successful Bidder will be responsible to protect all utilities and municipal service and property from breakage during construction. However, if a utility or a service is damaged, the Successful

Bidder shall immediately repair the damaged service or contact the appropriate agency to repair the damage. All costs associated with the repaired utility or service shall be borne by the Successful Bidder.

Municipal services shall include water mains, water services, valves, and all appurtenances associated with water works sewer mains, sewer laterals, catch basin leads, manholes, catch basins, and all appurtenances associated with sewer works.

Utilities or utility shall include all above and underground wiring, conduits, and pipes of all descriptions, and all related appurtenances which are supplied by hydro, gas, telephone and cable television companies and the Township of North Dundas.

### **ALTERNATIVES AND SUBSTITUTIONS**

Bids shall be based on the Bid documents. Any alternatives, substitutions or qualifications that are not requested in the Bid documents may be submitted, separately from the Bid, on the Bidder's letterhead, so that the Bid may be accepted with or without these alternatives, substitutions, or qualifications.

### **SUBCONTRACTING/ASSIGNEE**

The Successful Bidder agrees to preserve and protect the right of the Township of North Dundas under this Tender, with respect to any work to be performed under subcontract.

The Successful Bidder shall:

- a) Require his/her subcontractors to perform their work in accordance with and subject to, the same terms and conditions of the Tender Documents;
- b) Be fully responsible to the Township of North Dundas for acts and omissions of the Successful Bidder's subcontractors and of persons directly and indirectly employed by the Successful Bidder;
- c) Shall employ those subcontractors proposed by the Successful Bidder in writing and accepted by the Township of North Dundas prior to the commencement of any work;
- d) Shall be responsible to obtain same and/or comparable insurance coverage set forth under the Tender Document Insurance Requirements and WSIB clearance.

The Township of North Dundas may, for reasonable cause, object to the use of a proposed Subcontractor and require the Successful Bidder to employ one of the other proposed subcontractors.

Nothing contained in the Tender Documents shall create any contractual relationship between any subcontractor and the Township of North Dundas.



# **BID PACKAGE**

**TENDER # RC2022-01**

**FOR**

**DEHUMIDIFIER REPLACEMENT  
SAM AULT ARENA  
577 MAIN ST., WINCHESTER**

**TENDER CLOSING DATE**

***Thursday, April 14<sup>th</sup>, 2022 at 9:00 am***

**BIDDER SUBMISSION CHECKLIST:**

- \_\_\_\_\_ Respondent Information Form
- \_\_\_\_\_ Acknowledgement to Receipt of Addenda
- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Authorization to Bid
- \_\_\_\_\_ 3 References (As Per “References” Section in the “Information and General Specifications”)
- \_\_\_\_\_ List of Subcontractors (If Applicable)
- \_\_\_\_\_ Applicable Licenses/Certifications/Qualifications Attached

**RESPONDENT INFORMATION FORM**

**RESPONDENTS must complete this form and include it with the Bid submission. Please ensure that all information is legible.**

<b>1</b>	<b>Company Name</b>	
<b>2</b>	<b>Name &amp; Title of Respondent's Main Contact Individual</b>	
<b>3</b>	<b>Address</b>	
<b>4</b>	<b>Office Phone #</b>	
<b>5</b>	<b>Toll Free #</b>	
<b>6</b>	<b>Cellular #</b>	
<b>7</b>	<b>Fax #</b>	
<b>8</b>	<b>E-mail Address</b>	
<b>10</b>	<b>Website</b>	
<b>11</b>	<b>HST Account #</b>	

**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.

\_\_\_\_\_  
**RESPONDENT**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**BID FORM**

<b>BID</b>		
<b>Item</b>	<b>Description</b>	<b>Price Excluding HST</b>
1	DEHUMIDIFIER REPLACEMENT - SAM AULT ARENA: 577 MAIN ST. WINCHESTER Full scope of work in accordance with Tender documents.	\$

**AUTHORIZATION TO BID**

*By submitting this Bid Form, the Bidder acknowledges the owner's right to accept or reject any Bid at its sole discretion.*

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

NAME: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

**REFERENCES**

Bidders are required to provide three (3) references for similar work completed within the past 24 months, as it pertains to the product/service being Tendered.

**Reference #1:**

Company Name (If Applicable): \_\_\_\_\_

Main Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service Location Address: \_\_\_\_\_

Brief Description of Works Completed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference #2:**

Company Name (If Applicable): \_\_\_\_\_

Main Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service Location Address: \_\_\_\_\_

Brief Description of Works Completed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Reference #3:

Company Name (If Applicable): \_\_\_\_\_

Main Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service Location Address: \_\_\_\_\_

Brief Description of Works Completed: \_\_\_\_\_

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**LIST OF SUB-CONTRACTORS**

Bidders shall list hereunder, all sub-contractors for the execution of all work and services as described in the Tender documents, which shall not be performed directly by the Successful Bidder or the Successful Bidder's employees. Should additional spaces be required, please attach a separate sheet entitled "Additional Sub-Contractors".

**SUB-CONTRACTED WORK:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**NAME & TITLE OF MAIN CONTACT INDIVIDUAL:** \_\_\_\_\_

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

**CELLULAR:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**SUB-CONTRACTED WORK:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**NAME & TITLE OF MAIN CONTACT INDIVIDUAL:** \_\_\_\_\_

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

**CELLULAR:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_