



Tender for Mechanical Dehumidifier
TENDER FOR THE SUPPLY AND DELIVERY OF (1) MECHANICAL DEHUMIDIFIER FOR
THE NORTH MIDDLESEX ARENA & FITNESS CENTRE

Tender NO. EDCS2019-06

Issue date: June 1, 2019

Please submit complete proposal, in a sealed envelope quoting the above proposal number and closing date; and forward to:

Attn: Manager of Recreation and Facilities
The Municipality of North Middlesex
229 Parkhill Main St
Parkhill, Ontario
N0M 2K0

Closing Date: 12:00pm local time, Friday June 17th, 2019

Public Opening: 12:10pm local time, Friday June 17th, 2019

Proposals must be received before the above-mentioned time and date, and in accordance with the attached Tender Forms, Instructions to Vendors, and Standard Terms and Conditions. The bid must be submitted on the tender forms as provided by the Municipality of North Middlesex.

Contact:

Brandon Drew
Manager of Recreation and Facilities
Phone: 519-294-6244 ext.205
Fax: 519-319-2255
brandond@northmiddlesex.on.ca



INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT

Bidders who do not register may not receive any additional information or addendums relating to this project.

Bidder Registration Form

Company Name: _____

Address: _____

City: _____

Contact Name: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

Project Name: _____

Fax to: 519-294-0573
Email: CharlotteO@northmiddlesex.on.ca
Attention: Recreation and Facilities
Department



INSTRUCTIONS

The Municipality of North Middlesex, here in after referred to as the Municipality, invites proposals for:

SUPPLY OF A MECHANICAL DEHUMIDIFIER

Proposals not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.

1. GENERAL

The purpose of this tender is to receive proposals from interested suppliers for the supply of equipment as detailed in the tender documents.

The Municipality shall not be liable for any costs of preparation of any part of Proposal submissions.

2. TENDER DOCUMENTS

Interested suppliers may obtain the proposal documents *online* at www.northmiddlesex.on.ca

The lowest or any RFP will not necessarily be accepted. Facsimile and electronic tender submissions will NOT be accepted. Duration of offer must be a minimum of ninety (90) days.

The closing date for submissions is **JUNE 17, 2019 @ 12:00 pm local time** to the Shared Services Office, 229 Main St, Parkhill, Ontario N0M 2K0. Closing time will be determined as shown on the computer at main counter area within the Shared Services office general reception area.

3. BIDDER REGISTRATION

Bidders downloading this document from the Municipality of North Middlesex website are required to complete the Bidder Registration Form and return this form via email or fax to:

CharlotteO@northmiddlesex.on.ca

or

519-294-0573



Bidders who do not register may not receive any additional information or addendums relating to this project that would disqualify their bid.

A respondent who signs and returns the Bidder Registration Form is not obligated to submit a proposal.

4. DISCREPANCIES OR OMISSIONS

Proponents that find discrepancies or omissions in the specifications or other documents or having any doubts concerning the meaning or intent of any part thereof, should immediately request in written form, either by email or mail, clarification from the Municipality. Upon receipt of the written request for clarification, the Municipality will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions.

Proponents are responsible to verify that they have received a complete package of proposal documents.

Alterations or amendments to any of the proposal documents shall only be effective by written notice from the Municipality.

Amendments to the proposal documents in the form of an addendum shall become part of the Proposal Documents. Proponents shall be responsible to ascertain that they have received all addendums.

5. EXAMINATION OF CONTRACT DOCUMENTS

The Proponent shall be deemed to have satisfied themselves as to the sufficiency of the tender for the product and the prices stated on the tender Form. These prices shall cover all obligations under the tender, and all matters necessary for the proper supply of the product.

6. PROOF OF ABILITY

The Proponent shall be competent and capable of supplying the product. The Municipality, at its discretion, may request proof of ability.

7. TENDER SUBMISSIONS

Proposal submissions must include, but not limited to the following:

- Schedule A – Bidder Information
- Schedule B – Specification Form
- Schedule C – Form of Tender

Each proposal and any attachments must be submitted in a sealed envelope



clearly marked:

“Tender for the Supply of a Mechanical Dehumidifier

Proposals submitted by fax or electronically will not be accepted.

Proposals 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 forms 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, without initials.
- e) Bids not properly signed, witnessed, and/or sealed
- f) Bids that have not acknowledged addendums

The Municipality reserves the right to accept any Proposal or reject any or all Proposal and waive formalities as the interests of the Municipality may require.

Tenders shall remain open for acceptance by the Municipality for a period of ninety (90) calendar days after the closing date.

8. WITHDRAWAL OF PROPOSALS

Companies will be permitted to withdraw their proposal, unopened after it has been deposited, if such a request is received by the Director of Economic Development and Community Services, prior to the time specified for the closing of Tender.

Proposals not withdrawn before the date and time of closing shall be irrevocable and remain open for acceptance by the Municipality.

9. RIGHTS OF THE MUNICIPALITY

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

- i) Accept a Bid which is not the lowest Bid, where such Bid is deemed most advantageous to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon price, ability, quality of work, proposed schedule, service, past experience, past performance and qualification;
- ii) Reject a Bid that is the lowest Bid even if it is the only Bid received;
- iii) Cancel this Call for Bids at any time, either before or after the Closing Time;

- iv) Accept or reject any and all Bids, whether in whole or in part;
- v) Award any part of any Bid; or
- vi) Accept or reject any unbalanced Bid.

The Owner reserves the right to consider, during the evaluation of Bids:

- i) Information provided in the Bid itself;
- ii) Information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iii) Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv) The manner in which the Bidder provides services to others;
- v) The compliance of the Bidder with the Owner's requirements and specifications; and;
- vi) Innovative approaches proposed by the Bidder in the Bid where requested in the Bid Documents.

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

10. NEGOTIATION

The Municipality may award the Tender on the basis of proposals received without discussion. The Municipality reserves the right to enter into negotiations with the selected proponent(s). If the Municipality cannot negotiate an acceptable agreement with the successful proponent the Municipality may terminate negotiations and being negotiations with the next selected proponent. No proponent shall have any rights against the Municipality arising from negotiations.

11. PROPOSAL EVALUATION

The Municipality reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The Municipality reserves the right to accept a proposal other than the lowest price proposal without stating



reasons. By the act of submitting its proposal, the proposal waives the right to contest in any proceedings or action the right of the Municipality to award the purchase contract to any proponent in its sole discretion.

THE LOWEST OR ANY PROPOSAL WILL NOT NECESSARILY BE ACCEPTED

The Municipality will evaluate proposals based on the following items:

- Product Specifications and ability to meet the operational needs of the Municipality of North Middlesex
- Product Warranty
- Timely Delivery Schedule

The Municipality intends to award the proposal to the lowest bidder that meets the Municipalities specifications.

12. ACCEPTANCE OF PROPOSAL

Acceptance of a proposal shall be communicated by written notice from the Municipality to the successful proponent. Such acceptance shall bind the successful proponent to execute a purchase agreement with the Municipality.

13. INQUIRIES

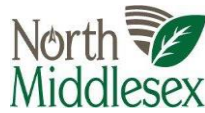
Direct all inquiries regarding the Request for Proposals to the Municipalities contact in the notice page.

14. IDEMNIFICATION AND INSURANCE

The successful proponent will, at all times, indemnify and save harmless the Municipality, their officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suite or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the proponent or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the proponent under this proposal and subsequent contractual agreement.

15. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

In accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O.1990, c.M.56 as amended. This is to advise that any personal information proponents provide is being collected under the authority of the Municipal Act



and will be used exclusively in the selection process. All proposals submitted become the property of the Municipality. Proponents are reminded to identify in their proposal material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential. The information contained in this proposal document may be utilized by the proponent solely for the purpose of preparing a proposal for submission to the Municipality. Any other use of the information for any other purpose is not authorized by the Municipality.

16. AGREEMENT IN WRITING ONLY

No verbal arrangement or agreement, relating to goods, materials, articles, equipment, work or services, specified or called under this Proposal, will be considered binding, in every notice, advise or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

17. STANDARDS AND LEGISLATION

The successful bidder may be required to provide written documentation that all materials offered on the bidder's quotation meet all applicable Municipal, Provincial and Federal Government standards, legislation and law.

18. NEW GOODS AND MATERIALS ONLY

Unless otherwise stated all goods supplied as a result of this Request for Proposal shall be new only, never used, of the latest or specified manufacturing date and not re-manufactured.

19. PROPOSAL PREPERATION COSTS

The Municipality shall not be responsible for the costs incurred by any Bidder to prepare and submit a quotation or any subsequent documents relating to a quotation.

20. DELIVERY INFORMATION

- i) The prices stated in this quotation cover the goods, materials, licensing, articles or equipment, referred to herein, being delivered F.O.B. destination, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. A storekeeper's or other receivers receipt shall not bind the Municipality to accept the goods, materials, articles or equipment covered thereby, or the particulars of the delivery ticket or piece tally therefore.
- ii) In the event that goods, materials, articles or equipment, specified or called for herein, are to be furnished from a point outside Canada at a price which is expressly not to include importation charges into Canada or delivery in the Parkhill area, the Canada Customs Invoice in quadruplicate, with Bill of Lading, Export Entry form, Express receipt of advice of shipment by Parcel Post, shall be mailed to the Municipality of North Middlesex 229 Main St, Parkhill, ON N0M 2K0
- iii) Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, licensing, articles or equipment, specified or called for in this Tender, subsequent to its submission by the Bidder and before the delivery of the goods, materials, licensing, articles or equipment pursuant to an official order issued by the Municipality the appropriate increase or decrease in the price of such goods, material, licensing, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.
- iv) Unless otherwise stated, all goods, materials, licensing, articles or equipment supplied pursuant to this condition shall be subject to inspection by the Municipality at the point of unloading. No extra charge shall be made by the Vendor for packaging, packing or containers, unless otherwise indicated herein.
- v) The Bidder agrees that the goods, materials, licensing, articles, equipment specified or called for in or under this Proposal, will be delivered within the period set out herein as the guaranteed period of delivery or completion after receipt of an official purchase order or contract.

21. PROTECTION OF MUNICIPALITY

The successful bidder shall at all times well and truly save, defend, keep harmless and fully indemnify the Municipality and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Municipality, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied pursuant to this RFP.

22. ERASURES & ALTERATIONS

Any erasures, alterations or cross-outs must be initialed in ink by the bidder. Failure to do so may result in the rejection of the bidder's quotation by the Municipality.

23. LIMITATION AND WAIVER OF DAMAGES

The Bidder, by submitting a quotation, agrees that it will not claim damages, for whatever reason, relating to the RFP or pursuing Contract, or in respect of the competitive process. The Bidder, by submitting a quotation, also waives any claim for loss of profits if no agreement is made between the Bidder and the Municipality.

24. TENDER RESULTS

Notification of the prices received by any or all bidders shall not be made known until the Municipal staff have had sufficient time to review all bids received. Any notification of prices received shall be in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

25. REMOVAL FROM BIDDERS LIST

The Municipality reserves the right to remove from its list of bidders, for an indeterminate period, the name of any bidder who fails to execute or accept a contract or purchase order or for unsatisfactory performance on any previous or current contract held with the Municipality or if the bidder is currently involved in litigation of any kind against the Municipality.

26. ADDITIONAL REQUIREMENTS

The Municipality of North Middlesex reserves the right to add or delete items listed herein following the award of any contract(s) or purchase order(s) resulting from this bid document. Unit prices stated by the bidder shall apply.

27. EXTENSION OF CONTRACT OR PURCHASE ORDER

The time period duration of any contract or purchase order resulting from this Proposal may be extended for a specific period provided that both the Municipality and the successful bidder agree to such extension. The Municipality may notify the successful bidder at any time to seek an extension.



SCHEDULE A – BIDDER INFORMATION

Bidders are requested to respond to this Tender as instructed subject to the provisions contained herein.

Name of Bidder: _____

Address: _____

City: _____

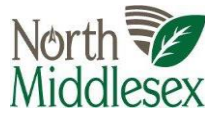
Province: _____ Postal Code: _____

Telephone: _____ Cell No: _____

E-mail: _____

Contact Person: _____

Title: _____



SCHEDULE B – SPECIFICATION FORM

The Municipality is requesting proposals for the supply and delivery of one (1) new 7.5-ton Mechanical Dehumidifier.

The model listed is the desired dehumidifier. Other models that are similar in specification will also be considered. In your proposal, please refer to the project scope to ensure everything listed is covered in your price.

Project Scope:

The vendor will be responsible for providing the following:

1. Structural analysis of the platform showing the capability to hold the load of the new dehumidifier.
2. The removal of the existing Blanchard-Ness mechanical dehumidifier including:
 - a. Supply labour and material to lock-out existing unit.
 - b. Supply labour and material to disconnect, remove and dispose of existing unit.
 - c. Supply telehandler/forklift to remove old unit and place new
3. The supply and install of one (1) IRD-075 8E Mechanical Dehumidifier including:
 - a. Supply labour and material to reconnect new unit to existing drain and electrical
 - b. Supply labour and material to test and commission
 - c. Clean up and demobilize
4. Demonstration and operator training of the equipment to the Municipality’s staff (immediately following the setup).

SCHEDULE C - FORM OF PROPOSAL

FORM OF TENDER

The price shall be in Canadian funds and include duties, royalties, handling, levies, transportation, delivery, dealer preparation, overhead, profit and all other charges. Any and all taxes are to be shown separately.

According to the Tender specifications, pricing is to be submitted to provide for the following:

F.O.B. Parkhill, Ontario and shall be good for the duration of ninety (90) days from date of tender opening:

1. Supply One (1) MECHANICAL DEHUMIDIFIER pursuant to all terms and conditions outlined in the Specification Section herein including delivery, set-up, demonstration and Operator Training.

Price \$ _____

HST \$ _____

Supplier:

| | |
|---------------|--------------|
| _____ | |
| Name | |
| _____ | |
| Address | |
| _____ | |
| City/Province | |
| _____ | |
| Postal Code | Phone Number |

These units shall be delivered FOB Parkhill, ON no later than:

| | |
|--------------------------------|------------|
| _____ | _____ |
| Signature of Authorized Person | Print Name |
| _____ | _____ |
| Title | Date |
| _____ | _____ |
| Signature of Witness | Print Name |
| _____ | _____ |
| Title | Date |