

**THE CORPORATION OF THE TOWN OF COCHRANE**



**TIM HORTON EVENT CENTRE DEHUMIDIFIER**

**RFT 2019 - 23**

ISSUE DATE: May 17, 2019

CLOSING DATE: June 4, @ 2:00 pm

**OFFICIAL REQUEST FOR TENDER**

## INTRODUCTION

The Town of Cochrane is requesting a proposal from qualified bidders to provide all labour, equipment and materials to provide two (2) Smart Dry solutions electric desiccant dehumidifier rated for 2,000 cfm.

## GENERAL CONDITION OF THE RFT

Proposals for and Cost Estimate under this RFT will be received no later than

**2:00 p.m. Tuesday June 4<sup>th</sup>, 2019**

at the **Municipal Office to the attention of Alice Mercier - Clerk**, 171 Fourth Avenue. Cochrane, Ontario P0L 1C0 or electronically to [alice.mercier@cochraneontario.com](mailto:alice.mercier@cochraneontario.com). It is the responsibility of each proponent to ensure that its' proposal is received prior to the closing time. Late proposals shall be returned unopened.

Proposals must be submitted bearing the name of the proponent, addressed as above and clearly marked:

**“RFT 2019- 23 – THEC DEHUMIDIFIER”**

Question can be directed to:

Jason Douma  
Operations Supervisor  
[jason.douma@cochraneontario.com](mailto:jason.douma@cochraneontario.com)  
Tel: (705) 272-5084

The Corporation of the Town of Cochrane  
7 Tim Horton Drive  
Cochrane, ON P0L 1C0

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## **INSTRUCTIONS TO PROPONENTS**

### **1. SCOPE OF WORK**

The Town of Cochrane (the “Town”) invites proposals from qualified bidders to provide all labour, equipment and materials to provide two (2) SMART DRY dry solutions electric desiccant dehumidifier rated for 2,000 cfm.

- 1.1. The Town will receive sealed Proposals until 2:00 p.m. Eastern Time on June 4, 2019 (“RFT Closing”). The Proposals will be opened and the bid amount duly recorded at the RFT Closing. Contractors submitting a RFT please be aware there will be a public opening of Proposals at 2:15pm June 4<sup>th</sup>, 2019. Faxed Proposals will not be accepted and will be returned to Proponent.
- 1.2. The Contractor must perform the Work:
  - a) In compliance with all laws of Ontario, Canada and Town of Cochrane Bylaws, and
  - b) With the degree of care, skill, and diligence normally applied in the performance of services of a similar nature;
  - c) In accordance with current industry practices; and
  - d) In conformance with the latest design standards and codes applicable at the time of design

### **2. TERMS AND CONDITIONS**

- 2.1. The prices quoted shall be in Canadian dollars and with all necessary import clearances and documentation.
- 2.2. All Contractors are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.
- 2.3. The Town further reserves the right to negotiate and to refine the requirements where it is in the Town’s best interest to do so.
- 2.4. The Town reserves the right to accept or reject any or all bids as it deems to be of their interest to do so.

### **3. SAFETY REQUIREMENTS**

- 3.1. The Proponent will meet all Federal and Provincial safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

### **4. SUPERVISION AND EMPLOYEE CONDUCT**

- 4.1. Contractor must provide proper supervision of their employees as appropriate and will be held responsible for the conduct of their employees. The Town requires that all people employed by the Contractor and subcontractor perform their tasks in a courteous and professional manner and technicians are expected to be knowledgeable in all aspects of their duties and display good customer service skills. Misconduct will not be tolerated.

### **5. WORK SCHEDULE**

- 5.1. The Contractor will begin the Work once the Contract has been awarded. The Town of Cochrane anticipates the contract will be awarded by June 12, 2019. The work must be completed by August 1, 2019. The Town reserves the right, at its own discretion, to cancel the Contract for all work not completed by this date and to contract out any remaining work or to extend the Contract due to

uncontrollable circumstances. Once the project has commenced, it will continue on a regular full work schedule until completed. The Contractor shall remain fully engaged until the project is complete.

## **6. PROTECTION OF PERSON AND PROPERTY**

6.1. The Contractor shall use due care so that no persons are injured, no property is damaged or lost, and no rights are infringed upon in the supply of the goods and/or services, and the Contractor shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the goods or services or caused in any other manner whatsoever by the Contractor, its employees or agents.

## **7. CLEAN-UP**

7.1. All refuse and any other debris resulting from this operation shall be gathered and removed from the work site on a daily basis. No dumping will be allowed on the street right-of-way. The Contractor will be responsible for all costs associated with clean up.

## **8. LAW ABIDANCE**

8.1. The Proponent shall abide by the provisions of all legislative enactments, statutes, by laws and regulations in regard to safety in the Province of Ontario.

## **9. ACQUAINTANCE WITH SPECIFICATIONS**

9.1. It is the responsibility of the Proponents to review all of the Town's requirements. Failure of the Proponent to be acquainted with this information shall not relieve him/her from any obligations of the bid requirements.

## **10. PERMITS**

10.1. It is the responsibility of the Contractor to pay for all permits, licenses and fees, and give all notices and comply with all applicable statutes, laws, by-laws and regulations, federal, provincial, municipal or otherwise.

## **11. REQUIREMENTS**

11.1. To perform the contract in accordance with the terms, provisions, and conditions of the contract, all specifications and requirements of the Town and any supplemental directives issued by the Town and in accordance with the bid pursuant to which the contract had been awarded, any item which fails in any way to meet the terms of the contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the Town is final.

## **12. TOTAL PRICE**

- 12.1. Total price on the Proponent's proposal sheet must include items listed in the specifications.
- 12.2. Goods and Services Tax and Provincial Sales Tax are applicable, but shall not be included in the bid amount. HST of 13% will apply to all payments for services rendered.
- 12.3. The Contractor has the sole responsibility for any costs associated with preparing its Proposal in response to this RFTs. In no event will the Town be responsible for the costs of preparation or submission of any Proposal.
- 12.4. Bid prices must be valid for 90 days after the proposal closing date stated herein.
- 12.5. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.

- 12.6. The total price and payment is to be shown and made in Canadian Funds.
- 12.7. No extra charges will be permitted unless written authorization is obtained from the Town.

### **13. CONTRACTOR CAPABILITY**

- 13.1. A Proponent must be prepared, if requested, to present evidence of experience, ability, capacity, and financial resources and reputation deemed necessary by the Town in the performance of the contract.

### **14. COLLUSION / CONFLICTS**

- 14.1. By their submission of their bid, the Contractor declares that the bid is NOT made in connection with any other Contractors. Submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no Member of Council, and no officer or employee of the Town is, will be, 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 therefrom.
- 14.2. In order to ensure fairness to all Contractors, the Town must endeavour to prevent unfair advantage created by lobbying. Therefore, the Town reserves the right to disqualify, at any time and at its sole discretion, any Contractor engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the RFT and the date of signing of a contract between the Town and the Successful Contractor(s). The Town may disqualify a Contractor at any time in the procurement process, including after the selection process has been completed.
- 14.3. Lobbying may include any activity that the Town, in its sole discretion, determines has or may give an unfair advantage to one Contractor relative to other Contractors. Without limiting the foregoing, lobbying may include:
  - a) Verbal or written communication with or to any Town staff other than those identified as contacts in this RFT.
  - b) Verbal or written communication with or to any member of the RFT Evaluation and Selection Committee.
  - c) Direct or indirect requests by the Proponent to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection Team or Council.
  - d) Verbal or written communication with or to media organizations.
  - e) Direct or indirect offers of gifts of any kind or value to any Town representative or council.

### **15. NEGOTIATIONS**

- 15.1. Terms, conditions and pricing submitted in response to this request shall remain firm in accordance with the terms, conditions and instructions of this request. In the event however, that particular for any aspect of the work or deliverables are unclear or vague, and the Contractor proposes a unique solution or product, discussions may be required to clarify elements of the bid or proposal. In addition, once submissions have been ranked in accordance with evaluation methodology, negotiations may be conducted with the top ranked Contractors in each category, in order to refine any particulars, which may not otherwise be evident.

## **16. CONTRACTORS INFORMATION AND UNDERSTANDING**

- 16.1. Contractors are cautioned to review all of the enclosed terms and conditions as they contain many important instructions and considerations, which may affect the bid. The submission of a bid shall be deemed proof that the Contractor has satisfied him/herself as to all the provisions of the request, all the conditions which may be encountered, what materials will be required, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Town based on the assertion by the Contractor that he/she was uninformed as to any of the provisions or conditions intended to be covered by the contract. It is the Contractor's responsibility to clarify with the Town, any details in question mentioned or not in the request, BEFORE submitting a bid.

## **17. VERBAL INFORMATION**

- 17.1. No verbal instructions or verbal information to Contractors will be binding on the Town. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the bid request form be deemed necessary by the Town, these alterations will be made in the form of written addenda shall be posted to the town webpage and bidding portal. The addenda shall be considered as part of the request.

## **INFORMATION AND INSTRUCTIONS**

### **18. PROPOSAL SUBMISSION**

- 18.1. The original copy of the Contractor's Proposal complete with specification sheets must be submitted to the Issuing Office on or before the closing date. If bidder is submitting proposal via e-mail, they may only submit one electronic copy. Faxed replies will not be accepted.
- 18.2. Contractors may not make modifications to their Proposals after the closing date and time except as may be allowed by the Town.
- 18.3. The Town may reproduce any of the Contractor's Proposals and supporting documents for internal use.
- 18.4. The Town will not be obligated in any way by the Contractor's Proposal. The Town will not return any of the Contractor's Proposals or supporting documents to the Contractor.

### **19. IRREVOCABLE OFFER**

- 19.1. Proposals submitted to the Town shall constitute a valid and irrevocable offer which is open for acceptance by the Town from and after submission until the expiration of the 90th day following the Closing Date specified in Item 4.1. Closing Date and Time.
- 19.2. Without limiting the generality of the foregoing, the Town reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Contractors; e) re-advertise for new submissions or Call for RFTs for this work or the work of a similar nature; f) negotiate with any one or more of the Contractors with respect to any aspect of the RFT, this process, mandatory requirements or otherwise with respect to the Proposal; g) the Town may, in its sole and absolute discretion, independently verify any information in any submission.
- 19.3. The Town reserves the right to debrief both the successful and unsuccessful Contractors after the announcement of the selected Contractor.
- 19.4. Where ever the words "will", "shall" or "must" are used in this RFT, the Town will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the Town at this time. Therefore, the Town must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Town.
- 19.5. The lowest priced or any proposal will not necessarily be accepted.

### **20. INQUIRES AND CHANGES**

- 20.1. Any inquiries regarding the Proposal should be directed to:

***Jason Douma***

Operations Supervisor

7 Tim Horton Drive, Cochrane, ON P0L 1C0

Email: [jason.douma@cochraneontario.com](mailto:jason.douma@cochraneontario.com)



- 20.2. It is the responsibility of each Contractor to inquire about and clarify any requirements of this RFTs, which are not understood.
- 20.3. Contractors must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.
- 20.4. Contractors must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.
- 20.5. If a Contractor discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this RFTs, they must notify Melissa Hoogenhoud the Asset Coordinator who may, if necessary, send written addenda to all.
- 20.6. The Town may, at any time, make and stipulate changes to this RFTs.
- 20.7. The Town may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this RFTs. The Town shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

**21. SELECTION PROCESS**

- 21.1. Because the Town bases any decision to award a contract on the Proposals submitted, Contractors should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.
- 21.2. The Town reserves the right, at its sole discretion, to negotiate with any Contractor as it sees fit, or with another Contractor or Contractors concurrently. In no event will the Town be required to offer any modified terms to any other Contractor. The Town shall incur no liability to any other Contractor as a result of such negotiations or modifications.

**22. EVALUATION OF PROPOSALS**

- 22.1. The evaluation of the Proposals will be conducted by the Town’s Project Team and shall involve an evaluation of all of the Proposals by the Proponent. These may include the relative experience, qualifications and success in providing similar work of the Contractor, the quality of the Proposal, both from a technical and financial aspect, any special contractual terms in the Proposal, the references of the Contractor and the Contractor’s understanding of the RFT process and the proposed Project implementation and time frame will become a proposed work plan, technical expertise and the financial proposal, including any cost components.
- 22.2. The Town reserves the right to review any and all requirements of the RFT and all information contained in the submitted Proposals as part of its selection criteria in addition to or as part of the weighting set out below.
- 22.3. The awarding of any Contract shall be based on the “Best Value” to the Town of Cochrane. Proposals will be assessed and scored, based on the evaluation criteria that will include, but is not limited to, the following:
  - 1. Corporate Strength and Capability 30 points
  - 2. Experience of Personnel 30 points

- |    |  |           |
|----|--|-----------|
| 3. | References, including the Town's internal assessment on current/past performance | 20 points |
| 6. | Price  | 20 points |

**Total Points**

**100 Points**

22.4. Following the evaluation, the Town reserves the right to accept or reject any and all Proposals or accept the Proposal which it deems the most advantageous to it notwithstanding the scoring of each of the Proposals and has the right to reject any or all Proposals, including specifically any Proposal whose weighting in any one particular category may be unacceptable even though it is weighting in other categories is superior to other Proposals, which could include a Proposal whose financial or cost component is significantly in excess of the obligations the Town is prepared to undertake and the Town reserves the right to disqualify any Proposal which scores poorly in any category.

**23. INDEMNIFICATION**

23.1. The successful Contractor agrees to indemnify and hold harmless the Town and its member municipalities, their respective Directors, Officers, Employees and Agents from and against all suits, judgements, claims, demands, expenses, actions, causes of action and losses (including, without limitation reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act), and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Contractor under or any breach of the terms of the Agreement by the Contractor or arising from or relating to the RFT including the Contractor's own or misconduct. The Contractor will also provide as part of the Agreement an indemnity and any waivers of claim to the Town.

**24. PROOF OF ABILITY/PRIOR EXPERIENCE**

24.1. The Contractor may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-Contractor, to perform the work by the specified delivery date. The Town shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the Town or any of its member municipalities or related or affiliated organizations have had with any Contractor, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Contractors may have, or any of them, with such entities.

**25. PRICING REQUIREMENT**

- 25.1. Prices shall be in Canadian Funds, for the Work or Material, delivered and installed.
- 25.2. All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Provincial Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified. If the Contractor intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.
- 25.3. This is intended to be a fixed price contract with no extras. All work required or desired under the terms of this RFT is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour,

unavailability of labour or materials, increases in cost of materials other than the changes in Provincial Sales Tax or Goods and Services Tax rates.

## **26. TERMS OF PAYMENT**

- 26.1. Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFT and any Proposal, as accepted by the Town, the contract price shall be invoiced after delivery of material or services rendered and acceptance and testing and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the Town and its financing parties, will be considered as an element of valuation in the financial evaluation of any proposals.
- 26.2. The Town shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

## **27. PATENTS AND COPYRIGHTS**

- 27.1. The Contractor shall at its expense, defend all claims, actions or proceedings against the Town based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Town all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client (substantial indemnity) basis occasioned to the Town by reason thereof.
- 27.2. The Contractor shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Contractor shall forthwith either secure for the Town the right to continue using the work, or shall at the Contractor's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.
- 27.3. The Contractor shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the Work and the operation of the facilities after the completion of the Work at its sole cost and expense and as part of the Work.

## **28. OCCUPATIONAL HEALTH & SAFETY ACT**

- 28.1. The Contractor acknowledges that it has read and understood the Occupational Health and Safety Act together with the Contractor's and the Town's Health and Safety Policies and Procedures.
- 28.2. The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Contractor's and the Town's Health and Safety Policies and Procedures.
  - 28.2.1. The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Town and the Contractor's Health and Safety Policies and Procedures and copy requirements of the Town and to ensure compliance therewith.

- 28.2.2. The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Town and the Contractor's Health and Safety Policies and Procedures whether by the Contractor or any of its sub-Contractors may result in the Contractor and/or sub-Contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Contractor by the Town.
- 28.2.3. The Contractor shall allow access to the work site on demand to representatives of the Town to inspect work sites to ensure compliance with the Contract and the Town's Policies and Procedures.
- 28.2.4. The Contractor agrees that any damages or fines that may be assessed against the Town by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its sub-Contractors will entitle the Town to set-off the damages so assessed against any monies that the Town may from time to time owe the Contractor under this contract or under any other contract whatsoever.
- 28.2.5. Where any portion of the work or services in this Contract is contracted to a sub-Contractor, the Contractor agrees that the provisions of this section will apply to the sub-Contractor and the Contractor will enforce said provisions.
- 28.2.6. The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act
- 28.2.7. And shall provide appropriate Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- 28.2.8. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.
- 28.3. The Town reserves the right to cancel any contract for noncompliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

## **29. LIMITATION OF LIABILITY**

- 29.1. In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFT or any agreement arising therefrom.
- 29.2. Each Contractor, by submitting a Proposal, agrees that:

- a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the Town or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and
- b) The Contractor hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Contractor is not successful in the selection process for any reason whatsoever;
- c) The Contractor acknowledges that in evaluating the Proposals, the Town and its advisors are seeking a Proposal satisfactory to the Town and under no obligation to the Contractor to do anything other than bona fide consider all Proposals.

29.3. Award of this contract is subject to appropriate funding acceptable to the Town being available and received by the Town

29.4. A notice of award to a Contractor shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Contractor providing all documentation, insurance, bonding, security and certifications as required by the RFT within ten (10) working days of the date that the notice of award is delivered to the Proponent. The Contractor shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the Town and incorporating the terms and conditions of this RFT and such other terms and conditions as the Town shall reasonably require.

### **30. CONTRACT CANCELLATION**

30.1. The Town shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or balance of contract without cause or fault. In the event of such cancellation, the Town shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.

30.2. The Town may:

30.2.1. If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Town may, without notice; terminate the contract.

30.2.2. If the Company; fails to comply with any request, instruction or order of the Town; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Town's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Town may, upon expiration of ten days from the date of written notice to

the company, terminate the contract.

30.2.3. Any termination of the contract by the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Town may have.

30.2.4. If the Town terminates the contract, it is entitled to:

30.2.4.1. Take possession of all of the work in progress and finish the work by whatever means the Town may deem appropriate under the circumstances;

30.2.4.2. Withhold any further payments to the Company until its liability to the Town is ascertained;

30.2.4.3. Recover from the Company loss, damage and expense incurred by the Town by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the company to the Town).

30.3. The Town shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

### **31. AVAILABILITY OF LABOUR AND ESCALATION**

31.1. The Contractor shall fully inform himself regarding availability of labour in the area relative the requirements of the schedule. The Contractor shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid. All risks with respect thereto shall be the Contractors.

### **32. CORRECTION OF DEFECTS**

32.1. If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of any equipment forming part of the Work, or the Work itself, any part of the equipment or Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Town. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

### **33. ENVIRONMENTAL**

33.1. The Contractor shall be responsible in respect of all environmental matters including compliance with any and all environmental laws, rules, regulations, statutes, and orders of any governmental or regulatory body or authority having jurisdiction in connection with this RFT, the Agreement and the construction and delivery of the Work and the operation of any fiber optic network or other facilities after its construction, including any environmental liabilities, any clean-up obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of the Agreement.

### **34. CONTRACT PROVISIONS BY REFERENCE**

34.1. The Town's acceptance of the Contractor's Proposal by issuance of a Purchase Order shall create a contract between the Town and such Contractor containing all specifications, terms and

conditions in the Proposal except as amended in the Purchase Order. Any exceptions taken by the Contractor which are not included in the Purchase Order will not form part of the contract.

### **35. ADDENDA**

- 35.1. Should a proponent have any questions or need further clarification, he/she should contact the Town's representative. Questions will only be received until Friday, May 31, 2019 until 2:30 p.m. local time to enable the Town to prepare an addendum (if any). Questions received after 2:30 p.m. on Friday, May 31, 2019 may not be acknowledged nor answered.
- 35.2. If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this RFTs, it must notify the Town's Asset Coordinator – Melissa Hoogenhoud at [melissa.hoogenhoud@cochraneontario.com](mailto:melissa.hoogenhoud@cochraneontario.com), who may, if necessary, send written addenda to all Proponents.
- 35.3. When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Asset Coordinator will issue an addendum.
- 35.4. A copy of each addendum shall be posted on the town webpage and bidding portal.
- 35.5. All Proponents must acknowledge addendum by attaching a signed copy of this addendum to their respective bid documents. Failure to do so may result in rejection of the bid.
- 35.6. The Town may, at any time, make and stipulate changes to this RFTs.
- 35.7. The Town may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this RFTs. The Town shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

## **CONTRACTOR'S RESPONSIBILITIES**

### **36. INSURANCE**

- 36.1. All goods and services shall be delivered FOB Cochrane, Ontario, and shall remain the property of the Contractor until a physical inspection is made and thereafter accepted to the satisfaction of the Town of Cochrane in compliance with conditions and specifications described herein. All respective insurance coverage shall be the responsibility of the Contractor until acceptance is given by the Town of Cochrane.

### **37. FREEDOM OF INFORMATION**

- 37.1. Release of information contained within a respondent's document will be subject to the Municipal Freedom of Information. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Respondents must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.
- 37.2. Requests for information other than standard public information (i.e., names of those submitting RFT, total amount of bid not individual line costs) must be dated and submitted in writing to the Purchasing Supervisor, after which time the municipality has thirty days to respond.
- 37.3. In conducting discussions with Contractors there shall be no disclosure of any information derived from proposals submitted by competing Proponents.

### **38. COMPLIANCE WITH LAWS**

- 38.1. Contractors are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Contractors shall carefully examine and study all of the documentation in order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract.



## **CONDITIONS**

### **39. WITHDRAWAL PROCEDURE**

39.1. Bids may only be withdrawn prior to the closing date upon providing a written request. The Contractor who has submitted a response may request that the bid be withdrawn. Adjustments or corrections to a bid already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the Purchasing Supervisor or his/her designate, before closing time, and only if verification of source is possible. Telephone requests will not be considered. When a withdrawal request is made in person, the authorized requester shall sign a withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance. Bids confirmed as withdrawn prior to closing time shall be returned unopened. The withdrawal of a bid does not disqualify a Contractor from submitting another bid on the same contract provided it is submitted prior to closing date and time. Withdrawal requests received after the Proposal closing will not be allowed.

### **40. COMPLETENESS**

40.1. Contractors must complete all parts of the proposal in accordance with the Proposal documents as specified herein. Proposals which are submitted that are incomplete or not properly executed shall not be accepted.

41. The Contractor warrants that the services supplied to the Town of Cochrane conform in all respects to the standards set forth by Federal and Provincial Legislation, Ministries, Boards and Agencies and in particular the Occupation Health and Safety Act and Regulations thereto. Failure to comply with these conditions will be considered a breach of contract.

42. No Contractor is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.

43. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Contractors, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

44. In case of default of the Contractor, the Town of Cochrane reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Contractor. The Contractor agrees to indemnify and save harmless the Town of Cochrane and all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her proposal or the performance of any of the terms of his/her proposal or in any way incidental to the proposal.

# **SCHEDULE A**

## **SPECIFICATIONS FOR THEC DEHUMIDIFIER**

### **1. PROJECT SCOPE**

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. Contractor must be T.S.S.A approved
2. Contractor is to remove two (2) Mechanical Dehumidifiers from existing stand locations and dispose.
3. Contractor is to supply and install two (2) SMART DRY Dry Solutions electric desiccant dehumidifier rated for 2,000 cfm. (no alternative accepted)
4. Contractor is to supply and install appropriately sized spiral ductwork from reactivation inlet/outlet to the outside.
5. Power and control wiring form the load side of the main disconnect to all equipment specified herein.
6. Contractor is responsible for installing a humidistat and wiring form the selected location to the unit (6000E Controller)
7. Any painting and identification labels.
8. Any ministry Inspections
9. Start-up and testing.
10. Training
11. Manuals and as built drawings (2 hard copies and 1 digital copy on USB)
12. Contractor is to provide detailed engineered calculations to illustrate the kWh saved from installing the electric desiccant dehumidifier.
13. Contractor is responsible for applying, on the Town's behalf, for the "Save on Energy" Grant and submitting all documentation and final reports to successfully receive the grant.
14. Contractor must be an approved applicant representative to the OPA. This work cannot be outsourced to another company and must be submitted by the Contractor completing the work.
15. Contractor is to provide pre approval amount for the "Save on Energy" grant applied for in this RFT.
16. Contractor must include at least five (5) previous incentive applications to the "Save on Energy" program illustrating the ability to receive incentive funding.

### **2. MANDATORY SITE MEETING**

A mandatory site meeting is required to be scheduled between May 21-24<sup>th</sup>, 2019 between 7:00 a.m. and 3:00 p.m. If a contractor fails to schedule a site meeting their bid submission will not be accepted.

# **SCHEDULE B**

## **DISCLOSURE OF SCHEDULE**

Responses must be provided directly onto this [Schedule B] in order to provide consistency and ensure each Proposal receives full consideration.

If the RESPONSE is considered to be lengthy, proponents can provide an initial RESPONSE and then provide details as an Appendix.

### **1. SCHEDULE**

The Town has described the THEC Dehumidifier requirements in Schedule A. Please produce your schedule that will meet the completion date.

“RESPONSE”

Program Start Date: \_\_\_\_\_, 2019

Program Completion Date: \_\_\_\_\_, 2019

Days Contractor will work each week: \_\_\_\_\_

Expected number of working days for completion: \_\_\_\_\_

# **SCHEDULE C**

## **PROPONENTS MANDATORY QUESTIONNAIRE FOR SELECTION CRITERIA**

Responses must be provided directly onto this Schedule after the word “RESPONSE” in order to provide consistency and ensure each Proposal receives full consideration. If the RESPONSE is considered to be lengthy, proponents can provide an initial RESPONSE and then provide details as an Appendix.

<b>Section 1.0 Corporate Strength and Capability</b>
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<b>Weighting 20 Points</b>
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**Q.1** Provide information on your experience with similar type of with dehumidifier replacement.

**“RESPONSE”**

**Q.2** How long has your company provided services in Ontario?

**“RESPONSE”**

**Q.3** State the location and hours of operation of your office(s).

**“RESPONSE”**

**Q.4** Are all your employees covered by WSIB?  Yes  No

**Q.5** Please provide your WSIB Registration Number: \_\_\_\_\_

**Q.6 Warranty**

Please state if your company offers a 2-year warranty on this type of Work (i.e. product, workmanship, etc.)  **Yes**  **No**

If **Yes**, please explain

**Q.8** Describe any sustainability or environmental practices you have with regard to the type of Work?

**“RESPONSE”**

**Q.9** Include any other information you consider relevant to the evaluation of the information that you are providing for **Section 1.0** or value added services that would benefit the Town of Cochrane.

**“RESPONSE”**

**Section 3.0 References****Weighting 10 Points**

Provide at least three (3) references, preferably of other municipal, provincial or federal government organizations for which you are currently or have recently consulted, which are identical or similar to the requirements of this RFT. Please provide references stating organization, name, contact name, phone number, fax number and brief description of work performed. The Town reserves the right to contact all references, including the Town's internal assessment of current performance, if any.

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

**Q.1** If your company is the successful Contractor, whom will it appoint as the “designated account representative” whom the Town may refer its requests, problems complaints, etc. Include their qualifications.

**“RESPONSE”**

**Q.2** Please provide the following information for any personnel that the Contractor proposes to use to perform the Work described in this RFT. Information to include:

- Names of personnel;
- Qualifications, including any related certification related to this type of work, if any; and
- Number of years’ experience.

**“RESPONSE”**

**PRICING**

Pricing is in Canadian Dollars. HST is shown as a separate line item.

All pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses and all other related costs necessary to complete all Work successfully as stated within this RFT. Quantities stated within this RFT are estimates only.

Description	Price
Dehumidifier Replacement	\$
<b>Subtotal</b>	\$
<b>HST @ 13%</b>	\$
<b>Total Price</b>	\$

**PROPONENT MUST COMPLETE ALL APPLICABLE SPACES ABOVE. PRICES MUST BE IN CANADIAN FUNDS.**



# SCHEDULE D

## PROPOSAL SUBMISSION FORM

Proponent Information (Please Print)

Company Name:	
Address:	Contact:
City	Phone:
Province:	Fax:
Postal Code:	Email:
H.S.T. Registration Number:	

## **ADDENDA**

The proponent acknowledges the following Addenda have been received. The modifications to the proposal documents noted therein have been considered and the effects are included in the price.

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

## **INSURANCE**

<b>Insurance Coverage</b>	
<b>Agency, Insurance Company</b>	
<b>Policy Number</b>	

I/We the undersigned, agree to having examined and read the proposal documents and addenda as issued by the Town. I/We agree to all of the above stated clauses and by signing this form bind ourselves to abide by them with no exceptions, unless written authority is given by the Town. I/We agree to supply the goods, materials or services for the unit prices stated herein.

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Signature of Authorized Company Official

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Name of Authorized Company Official  
(Please Print)

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Title (Please Print)

**PLEASE NOTE:**

**PERSON SIGNING MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY/INDIVIDUAL REPRESENTED, AND TO BIND THE COMPANY/INDIVIDUAL TO STATEMENTS MADE IN RESPONSE TO THIS CONTRACT.**

**FAILURE TO SIGN THE SUBMISSION FORM MAY RESULT IN THE PROPOSAL BEING REJECTED.**

**RFT-23 – THEC DEHUMIDIFIER**

**FORM OF PROPOSAL**

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**THE LOWEST PROPOSAL NOT NECESSARILY ACCEPTED**

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**THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGES  
INCURED IN THE PROCESS OF FULFILLING THE CONTRACT**

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**ACCEPTANCE AGREEMENT**

ACCEPTED ON BEHALF OF THE  
CORPORATION OF THE TOWN OF COCHRANE,

THIS DAY OF \_\_\_\_\_, 2019

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**MAYOR**

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**TOWN CLERK**