



**Ottawa Valley Waste Recovery Centre
QUOTATION OVWRC 2018-02**

QUOTATION CLOSES: Friday August 31, 2018 at 1:30 P.M.

PURCHASE Propane Fired Air Make Up Unit

NAME OF FIRM OR INDIVIDUAL

ADDRESS

CONTACT NAME AND TELEPHONE NO.

Total Tender Amount with HST (From Page A-8)
\$ _____

CONTRACT REVIEW CHECKLIST
Ottawa Valley Waste Recovery Centre

Guidelines for Tenderers

This is NOT a Contract Document.

Tenderers are solely responsible for the regularity of their own bids. However, to assist Tenderers, the OVWRC advises all Tenderers to review their bids with the following questions in mind:

1. Has your firm's name and address been entered?
2. Has your firm's total Tender Price been entered in Section FT-3, 3.3?
 - is it in words?
 - is it in numbers?
 - do the words and the numbers agree?
3. Has the Tender been signed properly?
 - corporation – sign and seal
 - partnership – two partners sign and witness signs
 - sole proprietorship – owner signs and witness signs
4. Has EACH ITEM in the Schedule of Prices been completed?
5. Has the sub total been entered?
6. Has the total been entered?
7. Does the total in the Schedule of Prices agree with the total in Section FT-3, 3.3?
8. Have any strikeouts or changes been made to the Schedule of Prices?
If so, have they been initialled?
9. Have all the documents been completed in ink or in type?
10. Has your firm checked to see that it has received all Addenda?
11. Have all Addenda been submitted with the Tender documents?
12. Has your firm used the OVWRC's forms to bid?
13. Has your firm obtained and reviewed all Contract Documents?
14. Has your firm ensured that the bid is NOT QUALIFIED by any restrictive statements written in the documents by your firm?

15. Have any changes (overwriting, strikeouts, erasures, etc.) been initialled by the Tenderer?
16. Has the Tender Deposit been included if required?
17. Is the envelope sealed?

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SECTION A
TENDER

**SECTION A INDEX
TENDER**

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PART I TENDER CALL

Sealed Tenders are invited for the execution of the works described herein.

Contract Number: **OVWRC-2018-02**

Described as: **Propane Fired Air Make Up Unit**

Tenders shall be addressed to:

**Ottawa Valley Waste Recovery Centre
900 Woito Station Road, RR# 4
Pembroke ON K8A 6W5
c/o Daniel Burke
Finance & Support Services Supervisor**

(Hereinafter the OVWRC)

Tenders shall be received **until August 31, 2018, at 1:30 PM** at the OVWRC, at the address given above.

Tenders received by this time, date and at the location specified above, shall be opened and read in public as soon as possible after that time. **Public reading of a Tender does not imply any decision by the OVWRC on whether a Tender is or is not irregular.**

PART II **TENDER CONDITIONS****TC-1** **Completion and Submission of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and shall affix the Corporate Seal.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the OVWRC:
- a. the Tender and
 - b. all Addenda issued by the OVWRC, with respect to this Contract.
- 1.7 The Tenderer shall submit the Tender on the forms supplied by the OVWRC and in a sealed envelope that clearly identifies the contract number, description of the Tender and the Tenderers name. Each tender shall be in a separate envelope.

TC-2 **Tender Deposit**

- 2.1 A Tender Deposit is not required for this Contract.

TC-3 **Agreement to Bond**

- 3.1 An Agreement to Bond is not required for this Contract.

TC-4 **Addenda**

- 4.1 The Tenderer shall ensure that its name and address for receipt of Addenda are included on the OVWRC's list of firms to whom Addenda to this Contract, if any, are to be sent. Inclusion on the OVWRC's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

TC-5 **Irregular Tenders**

- 5.1 The OVWRC shall be the sole judge of whether or not a Tender is irregular.

TC-6 **Unbalanced Tenders**

- 6.1 The Tenderer shall not submit an unbalanced Tender.
- 6.2 The OVWRC shall have the right to:
- a. deem a Tender to be unbalanced and
 - b. reject a Tender, which it deems to be unbalanced.

TC-7 **Collusion**

- 7.1 The Tenderer shall not engage in collusion of any sort and in particular, shall:
- a. ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
 - b. prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 **Right to Accept or Reject Tenders**

- 8.1 Notwithstanding any other provision in this Contract, the OVWRC shall have the right to:
- a. accept any Tender;
 - b. reject any Tender, and
 - c. reject all Tenders.
- 8.2 The OVWRC reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.
- 8.3 Without limiting the generality of Section TC-8.1 the OVWRC shall have the right to:
- a. accept an irregular Tender;
 - b. accept a Tender which is not the lowest Tender, and
 - c. reject a Tender even if it is the only Tender received by the OVWRC.
- 8.4 Acceptance of the Tender shall occur at the time the OVWRC awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 **Contract Documents**

- 9.1 The Contractor shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the OVWRC, pertaining to this Contract.

TC-10 **Errors, Omissions and Discrepancies in the Contract Documents**

- 10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the OVWRC at the address specified in Part I of the Tender.
- 10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 **Irrevocability of Offer**

- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of the Tenders by the OVWRC.

TC-12 **Successful Tenderer - Execution of Form of Agreement**

- 12.1 Execution of a Form of Agreement is not a requirement of this contract.
- 12.2 The OVWRC shall issue a Purchase Order to the successful Tenderer to indicate acceptance of the contract.

TC-13 **Successful Tenderer – Time for Completion**

- 13.1 The Contractor shall meet the obligations under this contract to comply with the following requirements:
- a. Delivery and installation of the completed equipment shall occur:
- By October 31st 2018.** Delivery of equipment, including liability for equipment while in transit shall be the responsibility of the tenderer.

TC-14 **Successful Tenderer - Liquidated Damages**

- 14.1 A penalty of 0.5% of the contract price will be assessed for each calendar day that delivery of the completed unit is delayed beyond the time indicated in section TC-13.1.

TC-15 **Pricing**

- 15.1 Prices quoted shall be the net cost to the OVWRC and shall include all associated costs (i.e. labour, delivery, equipment, material, applicable licences and permits) and all other associated costs required to provide the equipment to the complete satisfaction of the OVWRC.
- 15.2 Prices quoted shall remain firm for the period of the Agreement.

TC-16 **Payment**

16.1 Payment will be made after delivery and satisfactory acceptance of the equipment or according to a schedule or financing arrangement mutually agreed upon.

TC-17 **Tax Status**

17.1 The price quoted shall be in Canadian funds and shall include all duty, custom clearances and all other charges now in force.

17.2 The Harmonized Sales Tax (HST) shall be extra to the unit price quoted.

TC-18 **Basis of Award**

18.1 It is the OVWRC's intent to award the tender on a best value for price basis; however, the OVWRC reserves the right to award on a line item basis, to the lowest responsive bidders, if deemed to be in the best interest of the OVWRC. Please see Section D for assistance in how the best value will be calculated.

18.2 The OVWRC reserves the right to disqualify any tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The OVWRC reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the OVWRC. Should only one (1) Tender be received, the OVWRC reserves the right to reject it.

TC-19 **Tender Results**

19.1 Tender results as read at the public tender opening will be available for viewing at the OVWRC within two (2) working days of the tender opening. All results are subject to review, and confirmation and approval by the Ottawa Valley Waste Management Board.

TC-20 **Site Visit**

20.1 All Tenderers are required to perform a site visit before their tender will be considered. The site visit will occur **Friday August 17, 2018 at 1:30 PM.**

TC-21 **Successful Tenderer - Workplace Safety & Insurance Board Certificate of Clearance**

21.1 The successful Tenderer shall provide the OVWRC with a valid Workplace Safety and Insurance Board Certificate of Clearance before any work is commenced on site.

- 21.2 If the successful Tenderer fails to comply with Section TC-21.1, the OVWRC may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the OVWRC.

TC-22 **Successful Tenderer - Insurance**

- 22.1 The Tenderer shall provide a minimum of \$2,000,000 in Public Liability Insurance to insure against any acts caused by his employees while carrying out the provisions of this contract or while on the property of the Ottawa Valley Waste Recovery Centre and shall hold the facility harmless for any claims. The contractor shall provide a Certificate of Liability Insurance from his insurers to the Ottawa Valley Waste Recovery Centre before any work is commenced on site.
- 22.2 The company shall take responsibility for any Health & Safety Violation under the Occupational Health & Safety Act, as well as the cost to defend such charges as a result of any violation
- 22.3 Upon award of contract, the successful company will be required to comply with all aspects of the Centre's Applicable Health and Safety policies which includes Ministry of Labour applicable training and certifications. The successful company will also be required to fill out, along with an OVWRC Supervisor, Health & Safety Procedure HSP 5.18 Contractor and Service Provider Orientation, which will address appropriate health and safety requirements.
- 22.4 If the successful Tenderer fails to comply with Section TC-22.1, TC-22.2, or TC-22.3, the OVWRC may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the OVWRC.

PART III FORM OF TENDER**Tender by:**

Company Name: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____

Fax Number: _____

Contractor's Signature_____
Business Partner's Signature
(only if required by TC-1)_____
Witness's Signature
(only if required by TC-1)

Corporate Seal (if applicable)

FT-1 Contract Documents

- 1.1 The Contract Documents for this Contract are:
- a. Tender
 - i. Part I.....Tender Call
 - ii. Part IITender Conditions
 - iii. Part III.....Form of Tender
 - b. Form of Agreement
 - c. Special Provisions - General
 - d. All Addenda Issued Pertaining to this Contract

FT-2 Tenderer's Declarations

- 2.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of Tendering.

2.4 The Tenderer declares that all information, which it has provided or will provide to the OVWRC is true.

FT-3 Tenderer's Offer

3.1 The Tenderer offers to provide the equipment in accordance with the Contract Documents.

3.2 The Tenderer offers to provide the equipment and to accept payment at the price specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

3.3 The Tenderer's total Tender Price is (from FT-4.1):

\$ _____

(\$ _____).

FT-4 Schedule of Prices

4.1 **The OVWRC is requesting the following Equipment:**

One air make up unit per the specifications listed in Section D.1	
Installation of above noted unit per the specifications listed in Section D.2	
Subtotal	
HST (13%)	
Total (include in section 3.3 and cover page)	

**SECTION B
FORM OF AGREEMENT**

NOT APPLICABLE TO THIS CONTRACT

SECTION C

SUPPLEMENTAL GENERAL CONDITIONS

NOT APPLICABLE TO THIS CONTRACT

SECTION D

SPECIAL PROVISIONS – GENERAL

D.1 Supply one propane fired air make up unit. Unit must meet the following specifications (please include full specifications of model with tender):

- 3,500 CFM at 1” Water Column.
- 450,000Btuh heat input with a minimum of 96% efficiency, cooling is not required.
- Power supply to be provided by 575Volt, 3 phase, 60Hz.
- Unit must be indirect fired, have duel burner and stainless steel heat exchanger.
- Unit must come with a programmable thermostat.
- Unit must be intended as an outdoor unit.
- Unit is to have, at minimum, a two year full warranty.
- A full maintenance manual is to be provided with the unit.

D.2 Installation of above noted unit

- The unit will be installed at the OVWRC facility at 900 Wuito Station Rd, Pembroke, Ontario. The exact location will be provided during the mandatory site visit
- Removal of existing unit.
- Installation of proposed unit, existing ductwork, gas lines, electrical, and concrete base can be used or replaced/amended as required, price of the modifications required must be included in the tender.
- Installation of programmable thermostat, location will be provide during the mandatory site visit.
- Tenderer is responsible for all electrical and plumbing work and permits and TSSA approval.
- Removal of the existing unit and installation of new unit must occur within 24 hours of one another.
- The unit requires an airflow output sensor with a relay and dry contacts (for the purpose of being connected to an alarm monitoring system).