



**All bidders who download or pick up this document are required to contact the Municipality at [bids@southhuron.ca](mailto:bids@southhuron.ca) or 519-235-0310 ext. 221 or 240 and provide contact information in order to receive addendums for this tender.**



# Municipality of South Huron

## Request for Tender Arena Controller

**SH-17-RS-05**

<b>ISSUE DATE:</b>	<b>September 27, 2017</b>
<b>CLOSING DATE:</b>	<b>October 25, 2017</b>
<b>TIME:</b>	<b>2:00 p.m. local time</b>
<b>OPENING:</b>	<b>2:05 p.m. local time</b>
<b>LOCATION:</b>	<b>Municipality of South Huron Financial Services Department 322 Main Street South, PO. Box 759, Exeter, Ontario N0M 1S6 ATTN: Treasurer</b>

**Late tenders will not be accepted  
The lowest or any tender may not necessarily be accepted**

Documents are available in alternate formats upon request. Please contact the Clerk's Department at 519-235-0310 ext. 227 or by email at [g.scharback@southhuron.ca](mailto:g.scharback@southhuron.ca) if you require an accessible format.

# Information and Instruction to Bidders

## Section 1 - General Conditions

### 1.1 Form of Tender

Tenders must be submitted using the documents provided, completed & signed (where applicable), placed in a sealed opaque envelope clearly marked with the name of the tender and must include:

- Completed Schedule 'A' Items and Prices
- Bidder Information Form
- Ability and Experience Form
- Subcontractor Form
- Form of Tender and Agreement

Additional Documents required after award:

- Valid WSIB Clearance Certificate
- Proof of minimum \$2,000,000 each of general liability (with provision of a Certificate of Insurance naming the Municipality as 'additional insured') and vehicle/equipment insurance

### 1.2 Definitions

**Corporation/Municipality:** Refers to the Corporation of the Municipality of South Huron

**Bidder:** Refers to any eligible entity submitting a Tender

**Successful Bidder/Bidder:** Refers to the selected Bidder, if any

### 1.3 Accessibility

As of January 1, 2012, Bidders must meet the requirements of the Customer Service Standard of the **Accessibility for Ontarians with Disabilities Act, 2005**.

### 1.4 Tender Submissions

Tender submissions must be clearly marked with the tender number and tender project name addressed to:

Sandy Becker  
Treasurer  
Municipality of South Huron  
322 Main St S, Exeter, ON N0M 1S6

### **1.5 Electronic Submissions**

Electronically transmitted submissions (facsimile, e-mail, etc.) will NOT be accepted for this Tender.

### **1.6 Late Submissions**

Tenders received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Bidder.

### **1.7 Questions**

Inquiries concerning the **Tender process** and results are to be directed to:

Sandy Becker  
Treasurer  
Municipality of South Huron  
(519) 235-0310  
322 Main St S  
Exeter, ON N0M 1S6  
(519) 235-0310 ext. 229  
s.becker@southhuron.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Tender will be circulated in writing as a Tender Addendum to all registered document takers who have received the Tender document from the Corporation.

### **1.8 Withdrawal or Alteration of Tenders**

A Bidder who has submitted a Tender may submit a further Tender at any time up to the specified time and date for tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder. Only one Tender shall be opened per bidder.

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for tender closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the tender box. The Bidder's name and the Tender number shall be shown on the envelope containing such letter. Telegrams, facsimiles (faxes), or telephone calls will not be accepted.

Tenders withdrawn under this procedure cannot be reinstated.

## **1.9 Examination of Tender Documents**

Each Bidder must satisfy himself/herself as to the full requirements of the proposed work. There will be no consideration of any claim, after submission of Tenders, if there is a misunderstanding with respect to the conditions imposed by this Request for Tender. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

## **1.10 Completion of the Tender**

The Form of Tender and all other relevant documents must be completed in hard copy. All entries shall be clear, legible and made in a non-erasable medium. Entries must be made for unit price, lump sum, extensions and totals as appropriate. Alterations may be made provided they are legible and initialed by the Bidder's signing officer. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

## **1.11 Omissions, Discrepancies and Interpretations**

Should a Bidder find omissions from or discrepancies in any of the Tender Documents or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable an addendum will be issued to all who have received Tender Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

## **1.12 Addenda**

If required by the Corporation, addenda will be distributed to all registered bidders as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Corporation of any changes to their email or mailing address. It is the Bidder's ultimate responsibility to ensure all addenda have been received.

Bidders shall be required to acknowledge receipt of addenda(s) on the Bidder's Information Form contained in the bid document.

### **1.13 Acceptance or Rejection of Tender**

The Corporation reserves the right to reject any or all tenders and to waive formalities as the interests of the Corporation may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Corporation shall not be required to award and accept a tender, or recall the Tenders at a later date:

- When only one (1) tender has been received as result of the Tender call;
- Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods or service;
- When all tenders received fail to comply with the specifications or Tender terms and conditions;

Where a change in the scope of work or specifications is required the lowest or any tender will not necessarily be accepted. The acceptance of a tender will be contingent upon an acceptable record of ability, experience and previous performance.

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Corporation of any tender or by reason of any delay in the acceptance of a Tender except as provided in the tender document.

Each tender shall be open for acceptance by the Corporation for a period of sixty (60) calendar days following the date of closing.

Where the tender documents do not state a definite delivery/work schedule and a submitted tender is based on an unreasonable delivery/work schedule, the tender may be rejected.

If the bidder has abandoned, defaulted, or caused the cancellation of, any contract within the last two years with the Corporation, the bid will be rejected.

If the bidder is currently involved in litigation with the Corporation over a tender issue, their tender may be rejected.

### **1.14 Tender Award Procedures**

Unless stated otherwise the following procedures will apply:

The Corporation will notify the successful Bidder that their Tender has been accepted, within sixty (60) calendar days of the Tender closing.

Notice of acceptance of Tender will be by telephone and/or by written notice.

Immediately after acceptance of the Tender by the Corporation, the successful Bidder shall provide the Corporation with any required documents within fourteen (14) calendar days of the date of notification of award.

Following receipt of the documents, the successful Bidder will receive written authority of awarding of the tender.

It is the intention of the Municipality to award the contract to one bidder.

### **1.15 Indemnification**

The successful Bidder shall indemnify and save harmless the Corporation of the Municipality of South Huron and its' officers and employees from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Tender.

### **1.16 Protection of Work and Property**

The successful Bidder shall provide continuous and adequate protection of all work from damage and shall protect the Corporation's property from injury or damage arising from or in connection with this work. The successful Bidder shall make good any such damage or injury.

### **1.17 Ability and Experience of Bidder**

Unless otherwise stated, Bidders must complete and submit with their submission, the Ability and Experience Form included with this document.

The following criteria will be utilized by the Corporation to determine whether a Bidder is qualified to undertake the award;

- The Bidder's ability and agreement to complete the work within the required schedule;

- The Bidder's ability to work effectively with the Corporation staff, consultants and other representatives;
- The Bidder's ability to effectively manage and do the work using the named project representative and any submitted subcontractors or others that may share the work areas;
- The Bidder's history with respect to quality of work, scheduling, providing satisfactory results and acceptable cooperation;
- Satisfactory references.

A Bidder is invited to provide any additional information it determines will assist the Corporation in using the aforementioned criteria. The Corporation may reject the lowest or any submissions if after investigation and consideration, the Corporation concludes, in its opinion, that the Bidder is not qualified to do the work and/or cannot do the work and perform the work in a manner satisfactory to the Corporation.

#### **1.18 Character and Employment of Workers**

The successful Bidder shall employ only orderly, competent and skilful workers to ensure that the works are carried out in a respectable manner.

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

#### **1.19 Limited Liabilities**

The Corporation's liability under this Tender shall be limited to the actual goods/services ordered and provided.

#### **1.20 Bidder Expense**

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the Corporation.

#### **1.21 Regulation Compliance and Legislation**

The Successful Bidder shall ensure all services and products provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The



Successful Bidder shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

### **1.22 Tender Selection Criteria**

The acceptance of a Tender will be contingent upon, however not limited to, the following considerations:

- Ability to meet or exceed all specifications and requirements;
- Ability and Experience;
- Compliance with Tender process;
- Tendered Price

### **1.23 Award**

Award is subject to approved budget. The Municipality reserves the right to delete a schedule or item dependent upon budget limitation.

The lowest or any Tender may not necessarily be accepted.

### **1.24 Extra Work**

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by this Tender. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

### **1.25 Payment/Terms of Payment**

Payment shall be made in accordance with the prices as set out in the tender accepted by the Corporation. Invoices must be submitted to the Municipality at month end. Payment will be made based on the approval of the appropriate manager, and shall be within thirty (30) days after the receipt of the invoice.

Unless otherwise stated herein, the Corporation's normal terms of payment will be Net Thirty (30) calendar days from the Receipt of Goods/Services or the Date of Invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

**Municipality of South Huron**  
Financial Services  
Accounts Payable  
322 Main St S, P O Box 759  
Exeter, ON NOM 1S6

### **1.26 Harmonized Sales Tax (HST)**

HST is applicable to the item(s) listed in this Tender, however, is not to be included in the quoted unit cost. Please quote all prices "HST Extra".

### **1.27 Workplace Safety & Insurance Board**

The Successful Bidder shall provide a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the Successful Bidder's good standing with the Board.

### **1.28 Insurance**

Any successful bidder shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00).

Policies shall be a form satisfactory to the Municipality and shall be kept in full force during the complete period. The Municipality shall be named as an additional insurance on the Commercial General Liability policy and any successful bidder shall provide evidence of all insurance coverage required by providing an Insurance Certificate in a form acceptable to the Municipality, before the Municipality shall enter into a contract in relation to this RFT.

### **1.29 Broader Public Sector Pricing**

The Corporation of the Municipality of South Huron is part of the Provincial Broader Public Sector (BPS) and is therefore eligible to receive the Competitive Dollars Discounts that have been contracted by the Ministry of Government Services for goods and services for the Broader Public Sector under **VOR: OSS 00163907**

### **1.30 Conflict of Interest**

No elected official or employee, nor any corporation of which an elected official or employee has an interest, shall offer any bid, or otherwise sell any goods or services to the Municipality, unless such interest is disclosed and they do not participate in the purchasing process in any way. No elected official or employee who has an interest, shall discuss a bid solicitation with a person, or any other employee or agent of the person who has submitted a bid to the Municipality, unless the procurement call has been awarded or for the purpose of receiving clarification.

### **1.31 Health and Safety**

The Successful Bidder will review and agree to follow the Corporation of the Municipality of South Huron Health and Safety Policy available on our website at [www.southhuron.ca](http://www.southhuron.ca). By signing the Form of Tender and Agreement, the successful bidder agrees to abide by the Municipalities Health and Safety Policy. The Successful Bidder will provide the Corporation, **prior** to commencement of work, with a written copy of the **Health and Safety Policy** for their firm.

All applicable current health and safety legislation and environmental legislation and regulations are considered the minimum requirements that the Successful Bidder must meet, including compliance with Occupational Health and Safety Act (re: duties of employers, safety training/certifications) and any other applicable regulations.

Health and Safety issues will always be given immediate attention by the Municipality and its representatives, and the Successful Bidders and its subcontractors. All employees, Successful Bidders/subcontractors suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to the Project/Site Supervisor/ Inspector.

The Municipality takes pride in the commitment of all of our employees and suppliers of services, and will take the necessary steps to ensure Health & Safety on all projects.

### **1.32 Assignment of Work**

The Successful Bidder shall not assign transfer, convey, sublet or otherwise dispose of this tender or his/her right, title or interest therein, or his power to execute such work, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

The Successful Bidder is fully responsible to the Corporation for the acts and omissions of subcontractors and/or persons directly or indirectly engaged by the Successful Bidder in respect to this work. Subcontractors will be required to abide by all the requirements of the Tender document as though the Successful Bidder (Insurance, WSIB, Health & Safety Policy, etc.). The Successful Bidder agrees to bind every subcontractor by the terms of the Tender documents as far as it is applicable to their work.

Bidders must submit with their quote the completed Subcontractor Form included in this document.

### **1.33 Cancellation**

The Corporation reserves the right to immediately terminate the tender agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the Successful Bidder should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the Successful Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Successful Bidder. Continued failure of the Successful Bidder to execute the work properly shall result in a termination of Tender arrangement. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the tender arrangement if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the Successful Bidder.

Either party may terminate the tender arrangement by giving the other party sixty (60) calendar day's written notice. A period of less than sixty (60) calendar days to terminate the arrangement may be negotiable if mutually agreeable among the parties involved.

Failure to maintain the required documentation during the term of this tender may result in suspension of the work activities and/or cancellation of the tender arrangement.

### **1.34 Performance Evaluations**

The Municipality may evaluate the performance of the Bidder during and/or when the Contract is completed or terminated. If evaluated, the Bidder's performance shall be rated on a scale of 0-4 (0- Not rated, 1-poor, 2-below standard, 3-standard, 4-excellent) under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedures
- f) Organization, Co-ordination and Efficiency
- g) Environmental Compliance

The performance rating shall be determined based on the everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Bidder.

If evaluated, a copy of the completed Bidder's Performance Report shall be sent to the Bidder. If the Bidder disagrees with any portion of the Bidder's Performance Report, he shall advise the Municipality of his specific objections, in writing, within twenty (20) days of the date of the report.

If the Bidder is evaluated as poor or below standard in three categories or very poor in two areas, the Municipality may disqualify the Bidder from Bidding on Municipality Contracts for a period of up to two years from the date the Contract was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

If the Bidder is evaluated as poor or below standard in two or more evaluation categories on two Bidder's Performance Reports, of different contracts, within twelve months, the Municipality may disqualify the Bidder from bidding on Municipality Contracts for a period from three months to two years from the date of the completion or termination of the last contract. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Municipality in respect of the Bidder's Performance Report shall be final and binding for all purposes.

### **1.35 Governing Laws**

This tender arrangement and any subsequent arrangements will be interpreted and governed by the laws of the Province of Ontario.

### **1.36 Freedom of Information**

Any personal information required on the Tender Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the Municipal become a public record, once a Tender is accepted by the Municipality of South Huron, all information contained in them is available to the public, including personal information.

All Proposals submitted to the Municipality become the property of the Municipality and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Proponents may mark any part of their Proposal as confidential except for the total Contract price and the Proponent's name. The Municipality will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Municipality may release the name of the Successful

Proponent, the name and telephone number of the contact person and the total bid price of the Successful Proponent.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Genevieve Scharback, CMO  
Corporate Services Manager/Clerk  
Municipality of South Huron  
322 Main St S  
Exeter, ON N0M 1S6  
(519) 235-0310 x 227

## Section 2 – Scope, Specific Conditions and Compliance

### 2.0 Scope

The intent of this tender call is to obtain an offer to supply, deliver and install a new Arena Controller with floating head pressure (FHP) at the Huron Park Arena located at 69625 Airport Line, Huron Park.

Description of work to be completed:

- a) Provide grant application services where applicable.
- b) Design, provide and commission all the accessories necessary, the software, the relays, transmitters, the control panels and others for the complete operation of a dedicated floating head pressure control system.
- c) Disconnect power to existing control panel and equipment to allow for safe upgrade of controller.
- d) The contractor as part of the refrigeration contract is to supply and install a floating head pressure automatic control system with colour touch screen to achieve the performance specified in the following clauses.
- e) The system shall be programmed to safely and efficiently operate the refrigeration plant condenser system based on a true floating head pressure system.
- f) Coordination of controller address shall be by the owner if applicable.
- g) The control panel shall be built by a CSA certified panel shop.
- h) The control system shall properly control the following equipment where applicable.
  - Control up to two (2) compressors
  - Compressor/pump cycling
  - Supply and install new inverter duty motors
  - Condenser is controlled by floating head pressure control strategy
  - Provide equipment run status (alarms!)
  - Supply and install outdoor Air Temperature 1% RH sensor
  - Run status for controlled equipment
  - Day and night set points
  - Sensor failure protection
  - Alarm history
  - E-stop/high level safety status

## **2.1 Pricing**

No alterations, additions or deletions from the accepted Tender price will be permitted without the prior written approval of the Corporation. In the event of a discrepancy between the unit price and the total price, the unit price shall prevail.

## **2.2 Quantities**

The Quantities indicated on the Schedule of Items and Prices are estimates only and may be subject to change without altering the unit price.

## **2.3 Performance**

Any undue delays and/or costs incurred by the Corporation due to inefficiencies in performance on behalf of the Successful Bidder shall be deemed to be the responsibility of that Bidder and as such will be deducted from the payment for work and or the bid deposit.

## **2.4 Supervision of Labour**

The Successful Bidder shall keep on the jobsite a competent foreperson and any necessary assistants, all satisfactory to the Municipality's Representative. The foreperson shall represent the Successful Bidder and the Municipality's Representative's directions given to him are as binding as if given to the Successful Bidder.

## **2.5 Subcontractors**

No portion of the work under this award may be subcontracted without the written authorization of the Corporation. The Successful Bidder is fully responsible to the Corporation for the acts and omissions of subcontractors and/or persons directly or indirectly engaged by the Successful Bidder in respect to this work. Subcontractors will be required to abide by all the requirements of the Tender document as though the Successful Bidder (Insurance, WSIB, Health & Safety Policy, etc.). The Successful Bidder agrees to bind every subcontractor by the terms of the Tender documents as far as it is applicable to their work.

**Bidders must complete and submit with their bid, the Subcontractor Form included with this document.**



## **2.6 Guarantee and Warranty**

The Contractor guarantees and warrants that with ordinary wear and tear the work shall, until the end of the period of maintenance, remain in such condition as will meet with the approval of the Municipality of South Huron. The Contractor agrees that he will be responsible for expeditious rectification in a manner satisfactory to the Municipality of South Huron, and for any related costs of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction, that is discovered by any means at any time during the period immediately following completion of the project.

The Municipality of South Huron shall decide as to the nature, extent, cause of, and responsibility for imperfect work and the necessity for and the method of rectification thereof.

The Contractor will rectify imperfect work expeditiously and cover the costs of said work and in accordance with the time pre-set or as directed by the Municipality of South Huron.

## **2.7 Terms and Conditions**

The form of tender for this contact, when signed and offered by the Contractor, shall constitute a formal and binding contract when accepted by and signed on behalf of the Corporation, by officials authorized to bind the Corporation.

The Corporation will be accepting on Schedule of Items and Prices not necessarily the lowest tender.

Work will be completed on or before:       **December 31, 2017**

The Contractor shall indemnify and save harmless the Corporation from all suits and actions and all costs and damages occasioned by the negligence of its contractors, agent, and/or employees.

Any undue delays and/or costs incurred by the Corporation due to inefficiencies in performance on behalf of the successful Bidder shall be deemed to be the responsibility of that Contractor and as such will be deducted from the payment for work and or the performance deposit.

The Contractor agrees that should the contract not be completed within the prescribed time, the Municipality may levy liquidated damage in the amount of \$500.00 for each day after their specified completion date as indicated above, unless the completion date is extended by the Municipality. The successful Bidder shall not be assessed with Liquidated Damages for any delay caused by Acts of God or the Public Enemy, Acts of the Province or any foreign sate, fires or floods not caused by the successful Bidder's negligence,

epidemics, quarantine restrictions, or delays of sub-contractors due to such causes.

## **2.8 Inquiries**

Inquiries concerning the **Technical Specifications** are to be directed to:

David Atthill  
Facility Services Coordinator  
Municipality of South Huron  
(519) 235-0310 Ext 302  
322 Main St S  
Exeter, ON N0M 1S6  
d.atthill@southhuron.ca

Inquiries must be received no later than October 23 2017 at 4:00 p.m. local time; otherwise a response may not be provided.

**Schedule A – Items and Prices**

The intent of this tender call is to obtain an offer to supply, deliver and install a new Arena Controller with floating head pressure (FHP) at the Huron Park Arena located at 69625 Airport Line, Huron Park.

Description of work to be completed:

- a) Provide grant application services where applicable.
- b) Design, provide and commission all the accessories necessary, the software, the relays, transmitters, the control panels and others for the complete operation of a dedicated floating head pressure control system.
- c) Disconnect power to existing control panel and equipment to allow for safe upgrade of controller.
- d) The contractor as part of the refrigeration contract is to supply and install a floating head pressure automatic control system with colour touch screen to achieve the performance specified in the following clauses.
- e) The system shall be programmed to safely and efficiently operate the refrigeration plant condenser system based on a true floating head pressure system.
- f) Coordination of controller address shall be by the owner if applicable.
- g) The control panel shall be built by a CSA certified panel shop.
- h) The control system shall properly control the following equipment where applicable.
  - Control up to two (2) compressors
  - Compressor/pump cycling
  - Supply and install new inverter duty motors
  - Condenser is controlled by floating head pressure control strategy
  - Provide equipment run status (alarms!)
  - Supply and install outdoor Air Temperature 1% RH sensor
  - Run status for controlled equipment
  - Day and night set points
  - Sensor failure protection
  - Alarm history
  - E-stop/high level safety status

Pre-Tax Price: \$ \_\_\_\_\_

H.S.T. (13%) \$ \_\_\_\_\_

**Total Cost:** \$ \_\_\_\_\_

**Bidder Information Form**

**Bidders must complete this form and include with the Tender Submission.**

**Please ensure all information is legible.**

<b>1</b>	<b>Bidder's Contact Information</b>	
<b>2</b>	<b>Supervisor's Contact Information (if applicable)</b>	
<b>3</b>	<b>E-mail Address</b>	
<b>4</b>	<b>Office Phone #</b>	
<b>5</b>	<b>Cell #</b>	
<b>6</b>	<b>Website</b>	
<b>7</b>	<b>WSIB Account # (if applicable)</b>	
<b>8</b>	<b>HST Account #</b>	
<b>9</b>	<b>Addenda # received</b>	

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

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

## Ability and Experience Form

The Bidder shall provide below information on previous experience in this class of work successfully undertaken by the Bidder's firm in the last three years.

<b># 1</b>	
<b>Reference Name</b>	
<b>Contact &amp; telephone #</b>	
<b>Term (# years)</b>	
<b>Total Value (annual)</b>	
<b>Description of Work</b>	
<b>Additional Comments (optional)</b>	
<b># 2</b>	
<b>Reference Name</b>	
<b>Contact &amp; telephone #</b>	
<b>Term (# years)</b>	
<b>Total Value (annual)</b>	
<b>Description of Work</b>	
<b>Additional Comments (optional)</b>	
<b># 3</b>	
<b>Reference Name</b>	
<b>Contact &amp; telephone #</b>	
<b>Term (# years)</b>	
<b>Total Value (annual)</b>	
<b>Description of Work</b>	
<b>Additional Comments (optional)</b>	

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

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

## Subcontractor Information Form

Specify Option 1 or Option 2, below:

Option 1 –No Subcontracting will be utilized in order to meet the terms of this tender agreement.

or

Option 2 - The Subcontractors listed below will assist in meeting the terms of this tender agreement:

**Subcontractor Information:**

<b>Name</b>	
<b>Address</b>	
<b>Work Type to be Subcontracted</b>	
<b>Scope of Work</b>	

Note: If additional contractors will be used please include additional pages.

**Bidder:** \_\_\_\_\_

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

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

## Form of Tender

**TO: Mayor and Council of the Municipality of South Huron**

**RE: SH-17-RS-05 – Request for Tender for the Supply, Delivery and Install of an Arena Controller**

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender is made;
2. No member of Council, no officer or employee of the Corporation is or will become interested directly or indirectly as a tendering party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This Tender submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender submission for the same and is in all respects without collusion or fraud;
4. The Bidder confirms they have read and understood the Municipality of South Huron' Health and Safety policy and that they agree to fully comply with the Municipality's policy as well as any applicable legislation relating to Health and Safety regulations; [www.southhuron.ca](http://www.southhuron.ca)
5. The Bidder acknowledges that they will comply with any relevant legislation relating to accessibility including but not limited to the Accessibility for Ontarians with Disabilities Act (AODA) and Ontario Disability Act (ODA).
6. The Bidder agrees, having carefully examined the specifications and location of the work and understanding all conditions, to hereby offer to enter into a contract to provide the said work, for the Corporation of the Municipality of South Huron complete and available in accordance with the specifications of the Municipality outlined in the Tender document, related schedules and Addenda No. \_\_\_\_\_ to \_\_\_\_\_ inclusive.
7. The Bidder agrees that if this Tender is accepted that the signature of its authorized official, with authority to bind the Bidder, as provided below is it's undertaking to commence and complete the indicated works as per these Contract Documents.

8. The Municipality hereby confirms and agrees with the Bidder, in consideration for the work being performed by the Bidder as specified, shall be paid for the said work in accordance with the prices set out in this Form of Tender and in accordance with the provisions set forth in the attached contract Documents.

9. The Bidder confirms that they understand that their submission may become public information, unless specifically requested that certain parts of the submission remain confidential. Permission will be granted at the Municipality's discretion and will be subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

10. Provisional and/or contingency items, if any, are at the discretion of the Corporation. There shall be no payment of these monies except for extra or additional work ordered in writing by the Corporation.

In Witness Whereof the parties hereto have hereunto set their hands and seal the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

By signing this submission, I confirm I have read and understood the content and requirements of this Tender document and confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named bidder/corporation.



## Agreement

The above tender being SH-17-RS-05 for the supply, delivery and install of a new Arena Controller, with floating head pressure (FHP) at the Huron Park Arena is hereby accepted by the Municipality of South Huron.

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

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Maureen Cole  
Mayor

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Genevieve Scharback, CMO  
Corporate Services Manager/Clerk

We have the authority to bind the Corporation

Note: This, when signed and offered by the Bidder, shall constitute a formal and binding contract, when accepted by Resolution and signed on behalf of the Municipality.