



Chetwynd and District Rec Centre 2019 Plant Ventilation Request for Tender

Request for Tender

The **Chetwynd and District Rec Centre** is requesting qualified proponents to submit their tender for the supply and installation of the equipment necessary for the engineered refrigeration plant room ventilation system upgrade; meeting the specified minimum criteria.

Full tender packages are available on request by contacting Steve McLain at 250-788-2214, or by email at smclain@gochetwynd.com

Tenders must be clearly marked **2019 Plant Ventilation** and be delivered to: Steve McLain by email at smclain@gochetwynd.com, by fax at 250-788-2219, or by mail at:

Recreation Centre
4552 North Access Road
PO Box 757
Chetwynd, BC
V0C 1J0

Deadline for receipt of tenders is 2:00 pm, local time, May 29, 2019.

The Chetwynd and District Rec Centre reserves the right to reject any and all Tenders and quotes for any reason, to waive defects in any bid, or to accept any Tender and quote received; which the Chetwynd and District Rec Centre, in their unrestricted discretion, deems most advantageous to themselves. The greatest or any Tender and quote may not necessarily be accepted.

**INSTRUCTIONS TO PROPONENTS
THE CHETWYND AND DISTRICT REC CENTRE
(The “District”)**

1 GENERAL

1.1 The intent of this Request for Tenders is to receive tenders from interested and qualified contractors for the supply and installation of equipment as detailed in the Request for Tenders Documents.

1.2 The Chetwynd and District Rec Centre shall not be liable for any cost of preparation and/or presentation of any or part of the Tender submissions.

1.3 There will be a mandatory site visit for all bidders at 1:00 PM, May 23, 2019, at the Chetwynd and District Rec Centre that must be attended by the interested Prime Contractor or it’s designate. Registration at the site visit is required and failure to attend and register will lead to the non-acceptance of the tender by the owner.

2 DEFINITIONS

2.1 “Acceptance Period” means that period starting at date of the Close of Tenders and ending in Sixty (60) Consecutive days;

2.2 “Additional Services” means services requested by the Chetwynd and District Rec Centre not listed within this agreement;

2.3 “Close of Tenders” means 2:00 PM Chetwynd local time;

2.4 “Proponent” means a party signing and delivering the Tender Documents to the Chetwynd and District Rec Centre;

2.5 “Contract Documents” means the attached Agreement and any and all Schedules thereto;

2.6 “Council” means the Council of the District of Chetwynd

2.7 “GST” means Federal Goods and Services Tax;

2.8 “Qualified” means having relevant industrial experience relating to the location and scope of work.

2.9 “Tenders” means an offer by the Proponent to provide the refrigeration plant room ventilation system upgrade in accordance with the Contract Documents and for the Tender Price;

2.10 “Tender Documents” means the Request for Tenders, Instructions to Proponents, Contract Documents, and any other Schedules and/or Addenda provided from the District or its agents during the tender process;

2.11 “Tender Period” means the period of time ending at the Close of Tenders;

2.12 “Tender Price” means the total price for which the Proponent is prepared to provide the equipment, excluding applicable GST;

2.13 “Tender Security” is not required for this Request for Tender.

2.14 “Successful” Proponent means the Proponent that submitted the Tender that has been accepted by the Chetwynd and District Rec Centre;

3 TENDER CALL

3.1 Sealed Tenders, fully executed, dated, and endorsed will be received up to the Close of Tenders by the Chetwynd and District Rec Centre.

- 3.2 Tenders received after the Close of Tenders will not be considered.
- 3.3 Verbal, telephone, or telegram transmitted Tenders will not be accepted or acknowledged.
- 3.4 The Chetwynd and District Rec Centre may, by notice or addendum to all Proponents, postpone the Close of Tenders. All notices and addendum, including the Tender documents, will be issued via the “CivicInfo BC” website, BC Bid, and the District of Chetwynd’s website.
- 3.5 The Proponent must submit either one paper copy or one digital copy in .pdf format of the fully completed Tender together with all attached schedules, signed and sealed by the Proponent.
- 3.6 All Tenders submitted to the Chetwynd and District Rec Centre shall be irrevocable during the Acceptance Period except as otherwise provided herein.

4 OMISSIONS AND DISCREPANCIES

- 4.1 The Proponent, upon receipt of the Tender Documents, must verify that the documents are complete. **In order to ensure that you have received all pages of the enclosed, please** check the page numbering.
- 4.2 If the Proponent finds discrepancies in or omissions from the Tender Documents, or the Proponent is in doubt as to the meaning thereof, the Proponent must notify Steve McLain immediately at smclain@gochetwynd.com or by phone at 250-788-2214. The Chetwynd and District Rec Centre may, at its discretion, send written instructions to all Proponents.
- 4.3 Verbal statements made by the Chetwynd and District Rec Centre to any or all Proponents shall not result in a modification of any provisions of the Tender, Tender Documents, or the Services.
- 4.4 Questions arising during the Tender Period shall be directed to the Chetwynd and District Rec Centre’s representative identified in section 15.
- 4.5 Alterations or amendments to any of the Tender Documents shall only be effective by written notice from the Chetwynd and District Rec Centre to the Proponents delivered during the Tender Period.
- 4.6 Amendments to the Tender Documents issued by the Chetwynd and District Rec Centre during the Tender Period shall be incorporated and shall become a part of the Tender Documents.
- 4.7 Each Proponent shall be responsible to ascertain that it has received all amendments to the Tender Documents.

5 TENDER SUBMISSIONS

- 5.1 The Tender must include the following concerning the Proponent:
- 5.1.1 The full legal name of the Proponent;
- 5.1.2 The location of the Proponent’s head office and service centre’s;
- 5.1.3 The Proponent’s contact for all questions and clarifications arising from the Tender. The contact information should include the person’s title, address including email, telephone and facsimile number;
- 5.1.4 Proponent’s contact authorized to participate in contract negotiations. The contact information should include the person’s title, address including email, telephone, and facsimile number;
- 5.1.5 Details of any and all subcontracting arrangements proposed by the Proponent.
- 5.1.6 Provide a proposed schedule for the full scope of the project. Provide this schedule in a Gantt chart or similar format to show the tasks and precedence. Include equipment deliveries, durations on site for each trade (rough in and Final) and durations of exhaust systems being offline. Schedules are expected to have roughly 10 tasks listed.
- 5.1.7 Provide three applicable projects completed in past 5 years. Include a brief description of the scope of work, safety considerations and project management aspects.

6 MODIFICATIONS OF TENDERS

- 6.1 A Tender submitted in accordance with these Instructions to Proponents may be modified provided the modification:
- 6.1.1 Is delivered in writing to the Chetwynd and District Rec Centre’s Notice Address before or at the Close of Tenders; and
- 6.1.2 States the name of the Proponent and the nature of the modification; and
- 6.1.3 Is duly signed on behalf of the Proponent.

6.2 When submitting a second or more modifications to the Tender Price, the Proponent shall modify the Tender Price originally stated in the Tender and request that the previous modification(s) be disregarded.

6.3 The Chetwynd and District Rec Centre will not accept any modification that it deems, in its sole and unfettered discretion, to be illegible or that is received by the Chetwynd and District Rec Centre after the Close of Tenders.

6.4 Verbal, telephone, or telegram modifications will not be accepted or acknowledged by the Chetwynd and District Rec Centre.

7 TENDERS IRREVOCABLE

7.1 Tenders delivered to the District and not withdrawn before the Close of Tender shall be irrevocable and open for acceptance by the Chetwynd and District Rec Centre during the Acceptance Period.

7.2 Until the Close of Tender, the Proponent may withdraw its Tender without penalty or forfeiture.

8 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

8.1 After it has received written notice from the Chetwynd and District Rec Centre that it is the Successful Proponent, the Successful Proponent shall execute and deliver the Contract Documents to the Chetwynd and District Rec Centre within fourteen (14) consecutive days of the date of the award. For the purposes of this Section, notice shall be considered given to the Successful Proponent upon delivery of such notice in writing to the Successful Proponent at the address for the Successful Proponent set out in the Tender submitted. Failure to execute and deliver the Contract Documents shall constitute a breach of the agreement effected between the parties by the submission and acceptance of the Tender and the District, at its option, may rely upon the failure of the Successful Proponent to execute and deliver the Contract Documents to the Chetwynd and District Rec Centre and the Chetwynd and District Rec Centre may:

(a) Accept any other Tender; or

(b) Reject all other Tenders, and this shall in no way limit the Chetwynd and District Rec Centre's right to recover from the Successful Proponent all of the Chetwynd and District Rec Centre's damages arising out of the Successful Proponent's failure or refusal to execute and deliver the Contract Documents to the Chetwynd and District Rec Centre including; but not limited to legal costs on a solicitor and his own client full indemnity basis.

9 IRREGULARITIES

9.1 Discrepancies between words and figures will be resolved in favour of words. Discrepancies between the indicated sum of any set of figures and the correct sum thereof will be resolved in favour of the correct sum.

10 TENDER EVALUATION CRITERIA

10.1 The Chetwynd and District Rec Centre reserves the right to accept or reject any and all Tenders and to waive irregularities and informalities at its discretion. The Chetwynd and District Rec Centre reserves the right to accept a Tender other than the lowest Tender without stating reasons. By the act of submitting its Tender, the Proponent waives any right to contest in any proceedings or action the right of the Chetwynd and District Rec Centre to award the Purchase Contract to any party in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Chetwynd and District Rec Centre will evaluate the Tenders based on the following weighting:

- Relevant Industrial Experience 40%
- Delivery Schedule 20%
- Cost 40%

Bidders are advised that the Chetwynd and District Rec Centre reserves the right to:

- Accept a Tender without negotiation.
- Reject a Tender without negotiation.
- Negotiate changes in the technical or financial content of the successful Tender.

11 ACCEPTANCE OF TENDER

11.1 Acceptance of a Tender by the Chetwynd and District Rec Centre shall only be communicated by written notice from the Chetwynd and District Rec Centre to the Successful Proponent. Notice of acceptance by the Chetwynd and District Rec Centre shall be delivered in writing to the Successful Proponent at the address for the Successful Proponent set out in the Tender received. Such acceptance shall bind the Successful Proponent to duly execute and deliver the Contract Documents to the Chetwynd and District Rec Centre and to furnish the bonds and insurance documents and all other attachments required by the Contract Documents to the Chetwynd and District Rec Centre.

12 TENDER SIGNING

12.1 The Tender shall be properly signed in full compliance with the following requirements:

12.1.1 If the Tender is made by a corporation, the Tender shall be executed on behalf of the corporation under the seal of the corporation; or

12.1.2 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of one of the partners, and the name of the partner shall be printed immediately below the signature of the partner; or

12.1.3 If the Tender is made by an individual carrying on business under a name other than his or her own name, the business name together with his or her name shall be printed immediately above the individual's signature; or

12.1.4 If the Tender is made by an individual carrying on business in his or her own name, he or she shall print his or her name immediately below his or her signature; or

12.1.5 If the Tender is made by a joint venture, each party to the joint venture shall execute the Tender in the manner appropriate to such party as set forth in this Section.

12.2 Tender received from agents representing principals must be accompanied by a Power of Attorney signed by each principal showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract Documents on behalf of each respective principal, which, if so executed, will bind each principal and have the same effect as if it were duly signed by each principal.

13 DISCLOSURE OF TENDER PRICE

13.1 After Tenders have been publicly opened, the Chetwynd and District Rec Centre may, at its discretion, release to the public a summary of Tender Prices.

14 OTHER INFORMATION

14.1 The Chetwynd and District Rec Centre will make the Tender Documents available to each Proponent via the District's website and the "CivicInfo BC" website.

15 DISTRICT'S REPRESENTATIVE

15.1 Direct all inquiries to the designated contact, Steve McLain, smclain@gochetwynd.com, by phone at 250-788-2214, or at the Chetwynd and District Rec Centre's Notice Address at Chetwynd Rec Centre, PO Box 757, 4552 North Access Road, Chetwynd, BC, V0C 1J0.

16 COMMENCEMENT AND/OR COMPLETION OF SERVICES

16.1 The Proponent, in submitting the Tender, agrees to provide the equipment to the Chetwynd and District Rec Centre, 4552 North Access Road, Chetwynd, BC, V0C 1J0 pursuant to the relevant time periods provided for in the Contract Documents.

17 PERMITS AND LICENSES

17.1 The Proponent who is awarded the contract shall obtain and pay for all permits and licenses required by the Province, Chetwynd and District Rec Centre or any other authority to enable a Proponent to do all things necessary to perform the contract according to the provisions of the Contract Documents.

18 REQUIREMENTS

18.1 Pricing:

18.1.1 The Tender shall include a cost for the base unit, meeting the attached specifications, plus any additional options that are included in the cost.

18.1.2 Any options that are not included in the base price shall be listed separately.

18.1.3 The Tender shall include all costs related to delivery and training.

18.1.4 The Tender must be stated in Canadian funds.

18.1.5 Prices are to be F.O.B. Chetwynd, BC and are to include G.S.T. and any other applicable taxes, fees, and levies.

18.2 Specifications:

18.2.1 The work shall meet the minimum required specifications. The Chetwynd and District Rec Centre reserves the right at its sole discretion to accept minor deviations from these specifications. The Tender is to provide a full explanation of any deviation from the specifications. The specification form must be submitted with the Tender.

18.2.2 The Chetwynd and District Rec Centre shall evaluate options that the proponent considers beneficial. The Tender shall provide a full explanation of the proposed options and the individual cost of the option.

18.2.3 The work shall meet the latest *WorkSafe BC Regulations*, and any other applicable federal and provincial regulations, and the contractor must provide WorkSafe BC history on request.

18.2.4 The materials and workmanship shall be of the highest quality and in accordance with modern engineering practices.

18.2.5 The work specifications are attached on the following page

18.3 Literature:

18.3.1 Attach all literature and specification sheets pertaining to the equipment being offered.

18.3.2 At the time of delivery, the successful Tender should ensure that a parts manual, two instruction booklets, warranty certificates, filters, supplement data sheets, etc. are delivered to The Chetwynd and District Rec Centre, 4552 North Access Road, Chetwynd, BC, V0C 1J0. Failure to deliver all of the materials/information shall result in a 5% holdback being applied to the purchase price, until delivery is complete.

18.3.3 At the time of delivery, the successful Tender should supply part numbers, serial numbers and model numbers for various components of the equipment as requested by The Chetwynd and District Rec Centre.

18.4 Delivery Time:

18.4.1 The Tender shall state the number of weeks, after the receipt of an order that the work will commence.

18.4.2 The successful Tender shall deliver the mechanical equipment in full compliance, pre-serviced, and fully operational.

18.4.3 Delivery time is a critical factor and will be evaluated.

18.5 Warranty:

18.5.1 The Tender shall provide details of what items are covered by warranty and the length of time the warranties will be in effect.

18.5.2 Warranties provided shall cover 100% of parts, labour and travel time for a minimum of 1 year.

18.5.3 Warranty coverage is to commence **the day the unit enters service** with The Chetwynd and District Rec Centre, not the initial date of delivery. A delayed warranty start certificate will be required.

18.5.4 State where warranty repairs will be performed and your policy on warranty repairs.

18.5.5 If the Tender does not provide for warranty, The Chetwynd and District Rec Centre may, declare the Tender to be non-compliant.

18.5.6 If warranty repairs are required; the successful Tender would be required to repair unit within 24 hours of malfunction at the Chetwynd and District Rec Centre, 4552 North Access Road, Chetwynd, BC, V0C 1J0, at no cost to the Chetwynd and District Rec Centre.

18.5.7 If warranty repairs are carried out by The Chetwynd and District Rec Centre, the successful Tender shall pay the current shop rate. This cost will also include all parts involved.

18.5.8 If the unit were out of service for more than **5 days** due to mechanical failure during the warranty period, the successful Tender would be required to supply The Chetwynd and District Rec Centre with a similar sized unit for each day, at no extra cost to The Chetwynd and District Rec Centre. If the Tender can't supply a replacement unit, the Tender must notify The Chetwynd and District Rec Centre as soon as possible. The Chetwynd and District Rec Centre reserves the right to lease a replacement unit from the first available alternate source, at the proponent's cost.

18.5.9 If the Tender can supply extended warranties on the equipment that is proposed, list these warranties in the optional equipment and warranties section of this document.

18.5.10 The term "repeated failures" as used herein is defined to mean that the same components, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the vehicle inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of "repeated failures", as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer's preventive maintenance schedule.

18.5.11 A new one (1) year warranty period shall be provided for any article that is repaired or replaced under the terms of the "repeated failures" clause.

18.5.12 The new warranty period shall be effective from the date of acceptance of the repaired or replaced article.

18.6 **Parts Supply Availability and Location:**

18.6.1 The successful Tender shall be required to maintain/source an inventory of parts adequate to support the unit.

18.6.2 State delivery time for items such as seals, gaskets, belts, hoses and electrical components. Preferred delivery time would be one working day.

18.6.3 State delivery time for major components such as motor components. Preferred delivery time would be three working days.

18.6.4 State where parts will be stocked.

18.7 **General Requirements**

Upon Award:

18.7.1 The successful Tender shall arrange a pre-order meeting with The Chetwynd and District Rec Centre. The Chetwynd and District Rec Centre shall then be presented with specifications and a build schedule.

18.7.2 On delivery of the unit the successful Tender shall be required to provide:

18.7.2.1 One set of maintenance & service manuals.

18.7.2.2 One complete set of electrical troubleshooting manuals.

18.7.2.3 One complete set of parts manuals.

18.7.2.4 One complete set of operating manuals.

18.7.2.5 Manuals can be hardcopy or digital.

18.7.2.6 A contact person to assist in diagnostic problems and solutions.

Remuneration

In accordance with the Product Specifications – Sup[ply and Installation:

Description	Price
Supply and Install of specified equipment	\$
Levies	\$
Environmental fees	\$
Sub-total	\$
PST	\$
GST	\$
Total Cost in Canadian Dollars	\$

The price must include all required decals, paint and any features required to be compliant with all regulations and standards and be fully operational.

Lead Time for Delivery

The lead time for delivery of the equipment is an important consideration in this purchase. The proponent guarantees the supply and installation of all specified equipment and components F.O.B (freight pre-paid) to:

Chetwynd and District Rec Centre, 4552 North Access Road, Chetwynd, BC, V0C 1J0.

On or By

Delivery Date:

Authorization

We hereby, submit our Tender for the supply and demand of the equipment described in this RFP and confirm that price, and other information contained in this Tender are correct. The signature below is of a duly authorized officer of the Proponent having the authority to verify the accuracy of the information provided in this Tender.

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact:	
Name and Title of Individual for communication related to this RFP (please print)	
Contact Email:	
Name & Title of Authorized Signatory:	
(please print)	
Signature:	
Date:	

