

THE CORPORATION OF THE TOWN OF PARRY SOUND
INFORMATION TO TENDERERS
H.V.A.C. Systems Service Preventative Maintenance - Charles W. Stockey Centre for the
Performing Arts and Bobby Orr Hall of Fame

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1) DELIVERY AND OPENING OF TENDERS

Tenders, sealed in an envelope shall be clearly marked with the project will be received by the Town of Parry Sound, 52 Seguin Street, Parry Sound, Ontario P2A 1B4, until 2p.m. E.S.T. on Thursday August 26, 2010, the tender closing date. The use of the mail for delivery of a tender will be at the risk of the tenderer. On the closing day, commencing at 2:05 p.m. local time, the envelopes will be opened and the tenders will be read and recorded publicly by the Clerk or his appointee at the above mentioned address. Tenders will then be checked and analyzed.

2) DISQUALIFICATION OF TENDERS

Under no circumstances will tenders be considered which:

- a) are received after 2 p.m., local time on Thursday August 26, 2010, the tender closing date.
- b) are sent by fax

3) WITHDRAWAL OR QUALIFYING OF TENDERS

A tenderer who has already submitted a tender may submit further tenders at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this contract. A tenderer may withdraw his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her tender to the Town of Parry Sound, 52 Seguin Street, Parry Sound, Ontario P2A 1B4. Such a submission must be received in sufficient time to be marked before 2 p.m. on Thursday August 26, 2010, the closing date of tenders. The tenderer shall show his/her name and the project on the envelope containing such letter. No faxes or telephone calls will be considered.

4) INFORMAL TENDERS

All entries in the Form of Tender shall be made in ink, by typewriter or by printer. Uninitialed entries or changes made in pencil shall be deemed invalid. Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the tenderer's signing officer), or irregularities of any kind, may be rejected. The Town reserves the right to waive formalities at its discretion. Tenderers who have submitted tenders that have been rejected by the

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Town because of informalities will be notified of the reasons for the rejection within ten (10 days after the closing date for tenders).

5) SUPERVISION

Work performed under this contract will be inspected by Craig Harley, Technical Director, Charles W. Stockey Centre for the Performing Arts

6) TENDER

Each tender shall include a completed *“Form of Tender”*, together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

7) OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she should notify Lynn Middaugh, Director of Economic Development & Leisure Services, preferably in writing and not later than eight days before the closing date for tenders. If the Director of Economic Development & Leisure Services considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an addendum to all who have taken out tender documents. No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents.

8) RIGHT TO ACCEPT OR REJECT TENDERS

The Town shall not be responsible for any liabilities, costs expenses, loss or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Town of any tender or by reason of any delay in the acceptance of a contract being prepared and executed. The Town reserves the right to reject any or all tenders and to waive formalities, as the interests of the Town may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

9) PROOF OF ABILITY AND SUB-CONTRACTORS

In order to aid the Town in determining the responsibility of each tenderer, the tenderer

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shall complete the following statement sheets which are attached herein:

Statement “A” stating the tenderer’s experience in similar work which he/she has successfully completed.

Statement “B” stating the work and equipment the contractor proposes to use to perform the work.

Statement “C” giving a list of any sub-contractors who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Town has the right to reject any of the sub-contractors so named. In this event, the contractor shall arrange to have the proposed work done by such sub-contractor as may be approved by the Town.

The tenderer or the contractor shall not be allowed to substitute sub-contractors in place of those named in the tender without written approval from (insert name and dept.)

10) WORKER’S COMPENSATION BOARD

The contractor shall at the time of entering into this contract with the Town, provide a satisfactory clearance letter from the Worker’s Compensation Board stating that all assessments or compensation payable to the Worker’s Compensation Board have been paid. The selected tenderer shall submit such statutory declaration or clearance letter to the Town in duplicate together with the Agreement executed by the said tenderer. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract.

11) OCCUPATIONAL HEALTH AND SAFETY

For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the “constructor” as defined in the Act. It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

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12) **HARMONIZED SALES TAX**

The tendered price shall include HST, if applicable

13) **INQUIRIES DURING TENDERING**

Tenderers are advised that inquiries regarding the interpretation of the call for proposals, shall be directed to Lynn Middaugh, Director of Economic Development & Leisure Services.

14) **INSURANCE**

General liability insurance in the amount of at least **\$2,000,000.00** coverage for any one claim must be carried by the contractor. In addition, the Town of Parry Sound shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of **\$2,000,000.00** coverage in any one claim, showing the Town as one of the insured parties. The tenderer to whom this contract is awarded shall supply the Town with proof of insurance and a copy of the policy prior to the signing by Town officials and provide coverage throughout the term of the contract in the amounts specified.

15) **HOLD HARMLESS**

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him or his employees or resulting from the prosecution of the works, or any of his operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used thereon or therein or which may happen by reason thereof or arising from any failure neglect or omission on his part, or on the part of any of his employees to do or perform any or all of the several acts or things required to be done by him or them under and by these condition and covenants and agrees to hold the Corporation of the Town of Parry Sound harmless and indemnified for all such damages and claims for damage.

16) **METHOD OF PAYMENT**

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The Town of Parry Sound will make payment to the contractor quarterly. The contractor shall invoice The Town of Parry Sound at the end of each quarter.

17) ADDITIONAL WORK

- a) All unforeseen and or additional work to be performed by the contractor must be approved by the Director of Economic Development & Leisure Services or designate, prior to the commencement of the work.

18) EMERGENCY SERVICE RATES

The Contractor shall include a cost for Emergency Service call-outs and identify the call-out notice (ie: 4 hours)

THE CORPORATION OF THE TOWN OF PARRY SOUND

FORM OF TENDER

Mayor and Council
Town of Parry Sound
52 Seguin Street
Parry Sound, Ontario
P2A 1B4

Gentlemen and Madame:

Re:

We hereby tender and agree to supply and install as required by the Town of Parry Sound to include all labour, equipment and materials, as set out in greater detail according to the specifications.

DESCRIPTION:

UNIT TENDER PRICE: (Quarterly rate) \$ _____
(identify materials, cost per inspection, regular hourly rate, overtime hourly rate & truck charge, if applicable)

ANNUAL TENDER PRICE \$ _____
(including all applicable taxes)

OFFERED ON BEHALF:

TENDERER _____

ADDRESS _____

TELEPHONE _____

SIGNATURE _____

WITNESS _____

AFFIX SEAL HERE

DATE _____

THE CORPORATION OF THE TOWN OF PARRY SOUND

FORM OF TENDER

THE CORPORATION OF THE TOWN OF PARRY SOUND

FORM OF TENDER

STATEMENT "A" - TENDERER'S EXPERIENCE

As an integral part of this tender, the tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she has successfully completed.

YEAR DESCRIPTION	FOR WHOM APPROXIMATE
OF CONTRACT	PERFORMED VALUE

THE CORPORATION OF THE TOWN OF PARRY SOUND

FORM OF TENDER

STATEMENT "B" - PROPOSED WORK /EQUIPMENT/TIME FRAME

As an integral part of this tender, the tenderer shall provide below, a statement of the work, equipment and timeframe he/she proposes to use for the work.

WORK

EQUIPMENT

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FORM OF TENDER

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STATEMENT "C" - LIST OF PROPOSED SUB-CONTRACTORS (if applicable)

Section 11 of the Information to Tenderers requires the tenderer to list on this statement sheet the name of each proposed sub-contractor.

SUB-TRADE

PROPOSED SUB-CONTRACTORS

THE CORPORATION OF THE TOWN OF PARRY SOUND

FORM OF TENDER

