



# District of Elkford

## REQUEST FOR TENDER

FOR

### Two (2) New Desiccant Dehumidifiers at the Elkford Recreation Centre One (1) in the arena and one (1) in the curling rink

Request for Tender No: 2018.04

Issue Date: March 27, 2018

Available for Viewing at: BC Bid, CivicInfo, and [www.elkford.ca](http://www.elkford.ca)

#### PURPOSE:

For the removal and disposal of current dehumidifiers and for the design, supply and installation of one (1) dehumidifier in the Elkford Recreation Centre Arena and one (1) in the Elkford Recreation Centre Curling Rink.

#### SUBMISSION INFORMATION:

Closing Date: April 18, 2018  
Time: 2:00 pm Mountain Standard Time  
Location: District of Elkford, Municipal Office  
PO Box 340, 816 Michel Road  
Elkford BC, V0B 1H0  
Fax: 250.865.4001  
Email: [finance@elkford.ca](mailto:finance@elkford.ca)  
Attention: Tanis Haugo  
Copies: One: Faxed or emailed submissions accepted

#### CONTACT PERSON:

Name: Garity Stanley  
Email: [gstanley@elkford.ca](mailto:gstanley@elkford.ca)  
Phone: 250.865.4016  
Fax: 250.865.4011  
Position: Director, Leisure Services  
Address: PO Box 340, Elkford BC, V0B 1H0

**Please complete and return the RFT Acknowledgement Form**

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## **1. TENDERS & ALTERNATIVES**

A Bidder's basic submission shall confirm strictly to the requirements of the Request for Tender documents and may also submit an alternative which is superior to or less costly than the basic submission.

Terminology such as, "must", "shall", "should", or "may" identify the criticality of requirement. The terms "must" and "shall" are mandatory terms. "Should" and "may" are preferred, and adherence to requirements thereto would not disqualify but may affect the overall rating of the Tenders.

Tenders should be submitted on the forms provided (herein) and must be submitted prior to the Closing Time in a sealed envelope clearly marked on the outside "Two (2) New Desiccant Dehumidifiers at the Elkford Recreation Centre, one (1) in the arena and one (1) in the curling rink."

Tenders shall consist of one complete set of tender documents including but not limited to:

- Attachment "A" RFT Acknowledgement Form
- Attachment "B" Form of Tender
- Attachment "C" Offered Specifications
- Attachment "D" Required Specifications

(Collectively, called the "Tender Documents").

The Tender Documents shall be completed as required, signed, initialed and returned to Elkford prior to the Closing Time. The legal name and address of the Bidder shall be used when signing the Tender Documents.

All costs incurred by Bidders in the preparation and presentation of their Tenders will be at their own expense.

This Request for Tender is posted on the Elkford website where the Tender Documents are available to prospective Bidders as a PDF file.

## **2. DISCREPANCIES OR OMISSIONS**

Bidders finding discrepancies or omissions in the Tender Documents, or having any doubts to the meaning or intent of any part thereof, should immediately notify the Contact (identified above), which may send instructions or explanations to all Bidders on record with Elkford. No responsibility will be accepted for oral instructions. Addenda or correspondence issued before the Closing Time shall be considered part of required Tender Documents and become part of the final contract documents.

Except as provided by the above paragraph, no additions or deletions from the contents of the Tender Documents will be permitted.

### **3. REGISTRATION OF INTENT TO BID**

Bidders should complete and IMMEDIATELY return Attachment "A" RFT Acknowledge Form attached heretofore. Failure to do so may result in your company not receiving addenda and other correspondence related to this Request for Tender.

### **4. WITHDRAWAL OF TENDERS**

Tenders may be withdrawn personally, by written notice or by fax, provided The District of Elkford receives such notice of withdrawal, prior to the Closing Time. Receipt of notification by the District of Elkford is the responsibility of the Bidder.

### **5. REVISION OF TENDERS**

Tenders already delivered may only be revised in the following manner, and the revision must be plainly referable to a particular tender.

Revisions to Tenders already received shall be submitted only by fax or signed letter. The revision must state only the amount of which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words.

Please note in the case of faxed or email revisions to Tenders, Elkford assumes no responsibilities and the bidder assumes all risks of using these types of communication for revisions. The transmission must be received in the office prior to Closing Time.

### **6. ACCEPTANCE OF TENDERS**

Elkford may not necessarily accept the lowest priced tender or any Tenders. At its sole discretion, Elkford reserves the right to reject any or all Tenders received and to accept any tender which it considers advantageous, whether or not it is the lowest priced tender. Elkford is not under any obligation to award a contract, and reserves the right to terminate the Request for Tender process at any time, and to withdraw from discussions with all or any of the Bidders who have responded.

Elkford reserves the right to accept the tendered offer in total or in part, to accept some or all options listed, to reject any or all offers, to waive any minor informalities, irregularities, or technicalities, and to accept the offer deemed most favorable to Elkford.

Elkford shall not be obligated either to accept or reject any Tenders that are non-compliant with the requirements of this Request for Tender.

Elkford reserves the right to obtain additional information from the Bidder(s) to clarify the information in their Tenders.

Except as expressly and specifically permitted in these instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Tender, and by submitting a tender, each Bidder shall be deemed to have agreed that it has no claim.

In the event that only one tender is received, Elkford reserves the right to return the tender unopened.

## **7. PURCHASE APPROVAL**

Prior to the award of this contract, all equipment to be purchased may require approval by Elkford Municipal Council.

## **8. SPECIFICATIONS**

All specifications shown on Attachment "D" are to be considered minimum requirements. Models and options tendered are to be stated and their respective specifications submitted.

All bids must be on new production models. The make, model and year must be clearly shown on the Offered Specifications, Attachment "C".

## **9. SITE MEETING**

A non-mandatory site meeting will be held. The site meeting will be held at 816 Michel Road, Building "B" (Elkford Recreation Centre) at 11:00 am local time (MST) on April 9, 2018.

## **10. CONTRACT NEGOTIATION**

Elkford reserves the right to negotiate specific terms of the contract with the short-listed Bidder prior to the final award of the contract. The contract will be based on the attached Appendices.

## **11. QUALIFICATIONS AND EXPERIENCE**

All Bidders should furnish satisfactory evidence as required to demonstrate that they have the qualifications and sufficiently trained and experienced personnel to complete the requirements of the contract to the satisfaction of Elkford. Elkford reserves the right to make the final decision, as it sees fit, as to whether or not the Bidders that respond to this Request for Tenders can satisfy this requirement.

## **12. REFERENCES**

Elkford requests that Bidders provide with their tenders a list of government agencies and/or companies with which you are currently or have recently supplied equipment which is identical or similar to that which you are proposing in this Request for Tender. Please show date of contract, business name, contact name, and phone number for each reference.

## **13. PRICES**

All prices quoted are to be in Canadian currency. Do not include the Goods and Services Tax or the Provincial Sales Tax when quoting prices. Specify any other prices separately on the Offered Specifications, Attachment "C". In cases of a discrepancy found between the unit price and the total amount, the unit price shall be considered as being the intention of the Bidder.

Prices are to remain firm up to the date you have specified on the Form of Tender.

#### **14. SELECTION CRITERIA**

Technical, managerial, and financial criteria will be used in the evaluation of the proposals. The criteria used will include, but not be limited to: ability to meet specifications; general suitability; past performance of similar equipment; delivery and completion dates; firm price dates; future availability of parts and service; Bidder qualifications and experience; references; prices bid; resale value; buyback values; projected repair costs; operating costs; and value of warranty.

#### **15. DEMONSTRATIONS**

Prior to the award, Elkford may request a demonstration to employees of the model bid for evaluation. This demonstration is to be at no cost to Elkford. Failure to comply with this request may be cause for rejection. The decision to request a demonstration lies solely with Elkford.

#### **16. TRAINING**

Elkford reserves the right to request a reasonable amount of training time on safety and the correct operating procedures for employees who will be using the equipment offered. Please specify any additional charges for training on the Offered Specifications, Attachment "C".

#### **17. CONFLICT OF INTEREST**

Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with Elkford. Bidders must provide all pertinent information regarding ownership of their company within forty-eight (48) hours of Elkford's request.

#### **18. SOLICITATION OF COUNCIL MEMBERS**

Bidders and their agents will not contact any member of the Elkford Municipal Council or Elkford staff with respect to this Request for Tender at any time prior to the award of a contract or the termination of this Request for Tender, and Elkford may reject the submission of any bidder that makes any such contact.

#### **19. CONFIDENTIALITY**

All submissions become the property of Elkford and will not be returned to the Bidder. All submissions will be held in confidence by Elkford unless otherwise required by law. Bidders should be aware Elkford is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

#### **20. CONTRACT AWARD**

By submission of its tender, the Bidder agrees that should it be deemed the preferred Bidder and Elkford accepts the tender of such Bidder, the Bidder will conclusively be deemed to have accepted the terms and conditions of this Request for Tender and such other terms and conditions as Elkford may reasonably require. Elkford may negotiate modifications, additions or variations to such terms and conditions or to the goods or services set out in a tender in order to satisfy its operational or administrative requirements. The Request for Tender takes precedence over any and all documents submitted by the Bidder. Elkford will not accept a Bidder's standard purchase order or other agreement.

## **21. GENDER**

Wherever the singular or masculine is used throughout this contract, the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.

## **22. SUPPLIER'S EXPENSE**

The bidder awarded the contract (the "Supplier") shall at his own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which, in the opinion of Elkford, may be required for the setting out, the execution and the completion of the work and the fulfilling of the contract.

## **23. DELIVERY**

All deliveries are to be FOB Destination, District of Elkford, Elkford Recreation Centre, 816 Michel Road "Building "B", Elkford, B.C. Delivery charges, if applicable, and the delivery time required following receipt of order, are to be stated on the Form of Tender, Attachment "B".

Should the Supplier fail to deliver within the specified time stated on the Form of Tender, Elkford may request the Supplier to compensate Elkford in one of the following methods:

- a) Provide alternate acceptable loaner equipment at no charge to Elkford.
- b) Be financially responsible for any alternate acceptable loaner equipment, which Elkford should require should the Supplier be unable to fulfill option "a".
- c) Be responsible for any equipment repairs required (other than scheduled service) on our trade in unit(s) until delivery can be met.

## **24. ACCEPTABILITY OF EQUIPMENT**

If the equipment ordered is unsuitable, or if quality is not satisfactory in the opinion of the Elkford's managers, employees and agents designated to administer work under awarded contract (the "Elkford's Representative"), whose opinion shall be final and binding, Elkford shall be entitled to refuse delivery, or if delivery has been made, shall be entitled to a refund in respect of the whole or portion returned, as the case may be.

## **25. ASSIGNMENT**

The Supplier shall not assign the contract without the consent in writing of Elkford.

## **26. WARRANTY**

All warranty coverage must be specified. The warranty period and coverage for the equipment is to commence from the date of acceptance and entrance into service.

In some cases, Elkford may require a letter from the manufacturer of the proposed equipment stating that in the event the supplier can no longer support the equipment, the manufacturer will designate a recommended alternative. Failing that, the manufacturer will support the equipment.



## **27. SAFETY REGULATIONS**

All equipment offered must meet Canadian Federal and British Columbia Provincial safety regulations.

## **28. LIMITATION OF LIABILITY AND INDEMNITY**

It is a fundamental condition of this Request for Tender and the receipt and consideration of Tenders by Elkford that Elkford, and its respective employees, consultants and agents, will not and shall not under any circumstances, including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "Claims") incurred or suffered by any Bidder as a result of or related to anyone or more of the Request for Tender, the preparation, negotiation, acceptance or rejection of any conforming or non-conforming tender, the rejection of any Bidder, or the cancellation, suspension or termination of the Request for Tender process, and by submitting a tender each Bidder shall be conclusively deemed to waive and release Elkford and its employees, contractors, consultants and agents, from and against any and all such Claims.

By submitting a tender, the Bidder agrees that it shall not claim damages for any matter arising out of this Request for Tender process or for the preparation and submission of a tender. The Bidder further agrees to and hereby waives any claim for damages for loss of profits if the Bidder is not selected by Elkford.

Each Bidder shall indemnify and hold Elkford and its employees, contractors, consultants and agents, harmless from and against any and all Claims brought against them arising out of any act or omission of the Bidder or by third parties arising out of or relating to the Bidder's receipt of this Request for Tender, or the preparation, submission and negotiation of any tender submitted by the Bidder, where such third parties were directly or indirectly engaged by or through the Bidder in connection with any of the foregoing or where personal injury, bodily damage or property damage is caused by the negligent acts or omissions of the Bidder. Such indemnification shall survive completion of the goods or services provided under the Contract and the termination of the contract.

## **29. INVOICES AND PAYMENT**

Elkford will make payment for equipment only after the equipment ordered has been received, inspected, accepted, and is ready to be placed in service by Elkford.

The Supplier shall send invoices to: Attention: Accounts Payable, District of Elkford, PO Box 340, Elkford, B.C. V0B 1H0 or by electronic mail to [finance@elkford.ca](mailto:finance@elkford.ca).

The name of the Elkford's Representative responsible for the work should appear on all invoices sent to Elkford.

Payment by Elkford shall then be made within the standard N30 days after the delivery to the Elkford's Finance Department of properly prepared invoices, unless the payment terms offered by the supplier are deemed an advantage to Elkford, or Elkford has deemed a portion of payment is to be held back pending satisfactory completion of the contract.

There shall be a builders' lien holdback of 10% on each progress payment. Contractor will provide, as requested and as a condition of each payment, lien and claim releases in a form acceptable to Owner from Contractor and all subcontractors and suppliers of any tier performing the Contract Work. The 10% holdbacks will be held in accordance with the BC Builders Lien Act.

### **30. DEVIATION FROM CONTRACT**

The Supplier shall not make any alterations or variation in, or addition to, or deviation or omission from the terms of the contract without the written consent of Elkford.

### **31. APPLICABLE LAW**

Each party's performance hereunder shall comply with all applicable laws and standards necessary for use in Canada and in the Province of British Columbia. This contract shall be governed by and interpreted in accordance with the laws of the Province of British Columbia. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portion of provision shall not be affected hereby.

In carrying out its obligation hereunder, the Bidder shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.

The successful Bidder will be required to purchase a District of Elkford Business License as per the District of Elkford's Business License and Regulations Bylaw, No. 688, 2007.

### **32. EQUIPMENT TRADE-INS**

It may be in the best interest of Elkford to dispose of its used equipment by a means other than trade-in. To this end, Elkford reserves the right to award this tender with or without the trade-in unit(s) as described. Equipment available for trade-in is listed on the Form of Tender.

When trade-in equipment is involved, the Supplier should be aware that the transaction for GST reporting purposes will differ depending on the previous use of the equipment.

Non-commercial: Where the District has used the equipment in a non-commercial capacity, the Supplier of the new equipment will collect GST on the full value of the new equipment and the District will collect GST on the value of the trade-in. This will net out to the same amount; however, a higher total of GST collected will be reported to Revenue Canada. These two transactions can occur on one invoice, however, GST Registrant information for both parties must show on the invoice and the transactions must be shown separately.

### **33. ACCEPTANCE**

A person(s) authorized to sign on behalf of the Bidder must sign the Tender Documents and this Request for Tender. By signing, Bidders shall be conclusively deemed to have accepted and to

have agreed to all of the terms and conditions of set forth in this Request for Tender with no amendments, and agree to enter into a contract and incorporating therein all of the provisions set forth in this Request for Tender

**34. APPENDICES**

All appendices to this Request for Tender are deemed to be incorporated herein and form part of this Request for Tender.

**35. HEADINGS**

The insertion of headings in this Request for Tender are for convenience only and shall not affect the interpretation or construction thereof.

**36. TIME OF ESSENCE**

Time shall be of the essence of this Request for Tender.

**37. ACCEPTANCE OF REQUEST FOR TENDER AND TERMS AND CONDITIONS**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_ (Bidder), accept all of the terms and conditions set forth in this Request for Tender and agree to the terms set forth in our tender delivered and to the prices quoted herein. I acknowledge failure of a Bidder to provide signatures below may at Elkford’s discretion result in immediate rejection of the tender.

The person signing this acceptance form declares they are the duly authorized signing authority of the Bidder with the capacity to commit the Bidder to the conditions of the tender and that the tender and this acceptance form are binding on the Bidder.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Attachment "A" RFT Acknowledgement Form**



Please complete this form and return IMMEDIATELY (fax preferred) to:

Contracting Agency Contact: The District of Elkford  
Address: PO Box 340, 816 Michel Rd, Elkford BC, V0B 1H0  
Phone: 250.865.4000  
Fax: 250.865.4001  
Email: [finance@elkford.ca](mailto:finance@elkford.ca)

In order to receive any additional information regarding this RFT, please complete this form and return by fax / email (as applicable) to the RFT contact person.

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

Check appropriate response below:

I authorize the District of Elkford to send further correspondence relevant to this RFT that is deemed to be of an urgent nature by the following method:

- FAX:** \_\_\_\_\_
- Email:** \_\_\_\_\_
- Courier collect:** courier name and acct no. \_\_\_\_\_
- Mail:** \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**Attachment "B" Form of Tender**

**Two (2) New Desiccant Dehumidifiers at the Elkford Recreation Centre  
One (1) in the arena and one (1) in the curling rink**

**FORM OF TENDER**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title or Position: \_\_\_\_\_

E-mail: \_\_\_\_\_

Area Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

\* \* \* \* \*

**State delivery time required after receipt of order:** \_\_\_\_\_

**If applicable, please state anticipated build out date  
for equipment being offered:** \_\_\_\_\_

**Your tendered price will remain firm to this date:** \_\_\_\_\_

**Attachment "C" Offered Specifications**

**Two (2) New Desiccant Dehumidifiers at the Elkford Recreation Centre  
One (1) in the arena and one (1) in the curling rink**

**PLEASE PROVIDE SPECIFICATIONS OF PROPOSED DEHUMIDIFIERS**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Electrical Characteristics: \_\_\_\_\_

**Additional** (If more space is needed, please use back of page)

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**Warranty Details**

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Base price for ONE (1) dehumidifier for arena:		\$ _____
Base price for ONE (1) dehumidifier for curling rink:		\$ _____
Labour:		\$ _____
Other materials:		\$ _____
Permits and inspections:		\$ _____
Electrical		\$ _____
Duct work – insulated sheet metal		\$ _____
Training		\$ _____
Equipment Rental – manlift, loader		\$ _____
Other applicable charges (please specify):		
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
Less discounts (Fleet, Government, Factory, etc):	\$	_____
<b>TOTAL NET TENDER PRICE</b> (Do not include GST and PST)	<b>\$</b>	<b>_____</b>

**AVAILABLE OPTIONS:**

List below and price individually. DO NOT LIST OR PRICE ANY ITEMS INCLUDED IN BASIC TENDER. All items below shall be regarded as optional to basic Tender, and the basic Tender shall be greater or lesser by the amount shown should the Option be exercised.

1)	_____		\$ _____
2)	_____		\$ _____
3)	_____		\$ _____
4)	_____		\$ _____
5)	_____		\$ _____
6)	_____		\$ _____



**Attachment “D” Required Specifications**

**Two (2) New Desiccant Dehumidifiers at the Elkford Recreation Centre  
One (1) in the arena and one (1) in the curling rink**

**REQUIRED SPECIFICATIONS**

Note: Where a specification may appear to be brand specific it is not intended to exclude another from bidding. Please note any variances or comments deemed necessary.

**GENERAL**

<b>Requirements</b>	<b>Verify Yes or No</b>	<b>Specify Variances or Provide Comment</b>
1. One desiccant dehumidification unit for arena		
2. One desiccant dehumidification unit for the curling rink		
3. One set of manuals for each unit includes, instruction manual, warranty/guarantee manuals, and extended warranty options.		
4. Warranty on supplied equipment for a minimum of five (5) years		
5. Contractor will design methodology for installation or alter location of units for optimal performance		
6. Controls humidity to stop fog, mold growth and moisture dripping		
7. Minimizes cost of running the refrigeration system while eliminating humidity concerns		
8. Stainless Steel Construction		
9. Minimum 30% pleated efficiency filters		
10. Humidistat Control		
11. Electrical minimum 575/3/60Hz		
12. Safety switch		

13. Contractor will commission units and ensure that the dehumidification unit is fully functioning within design parameters		
14. Contractor will apply for, acquire, and manage all permits and inspections related to this work		
15. Delivery time		

**MAY OR MAY NOT BE INCLUDED (PRICE SEPERATELY)**

<b>Requirements</b>	<b>Verify Yes or No</b>	<b>Specify Variances or Provide Comment</b>
1. Ductwork – insulated sheet metal duct work and covered with aluminum cladding		
2. Electrical		
3. Equipment – Manlift, loader		

**Attachment “E” Pictures**

Elkford Recreation Centre



Elkford Arena

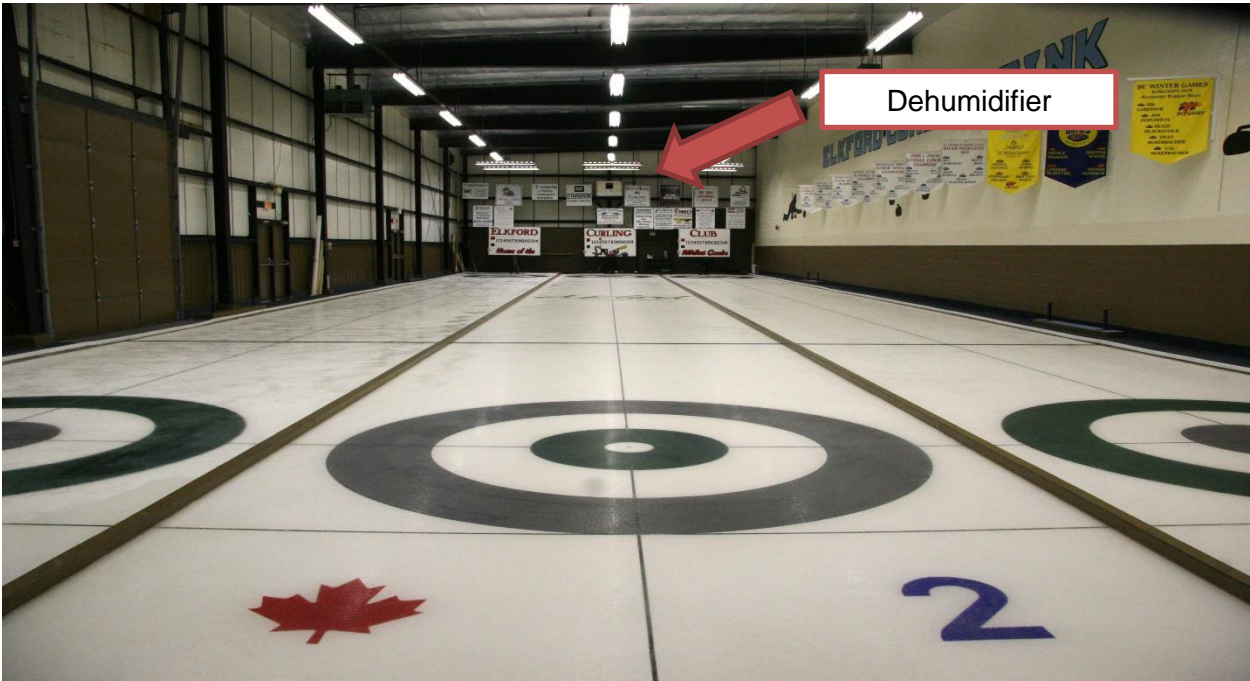


Current Arena Dehumidifier



Supply and Installation of Two (2) New Desiccant Dehumidifiers

Elkford Curling Rink



Current Curling Rink Dehumidifier



Supply and Installation of Two (2) New Desiccant Dehumidifiers