

# Centre Dufferin Recreation Complex



**CDRC**  
**Request for Proposal for**  
**Replacement Boiler**  
**RFP# 01-2022**

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# *REPLACEMENT BOILER*

*FOR AN*

# *NTI TRINITY Ti 400 GAS BOILER*

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## REQUEST FOR PROPOSAL

### OVERVIEW

The Centre Dufferin Recreation Complex (CDRC) will be replacing one (1) boiler for a 3 unit in series boiler system due to a part failure and replacement part shortage at the manufacturer due to some impact from COVID-19. Also, the boiler is nearing the end of its life as the other two boilers have been replaced and overhauled, located in the main mechanical room at Centre Dufferin Recreation Complex, 200 Fiddle Park Lane Shelburne Ontario, L9V 3C9. The project will include supply, removal, installation, commission, and warranty for one new NTI Trinity Ti 400 gas boiler or an equivalent heating capacity gas fire boiler. The project will be scheduled to take place of spring 2022.

### SCOPE OF WORK

Removal of old boiler, to be left at the CDRC.  
Supply new boiler (A currently stocked and supported model).  
Boiler to be put in approximately same location.  
If needed modify platform for boiler for secure and safe installation.  
Obtain all necessary permits.  
Experience and qualified technician to be on site always.  
Intake and exhaust pipes to be reused or in a CDRC approved location.  
Install boiler to work in series with the 2 existing boilers.  
Have boiler commissioned and tested.

## PROPOSAL REQUIREMENTS

### DATE AND PLACE FOR RECEIVING RFP

Centre Dufferin Recreation Complex (CDRC)  
200 Fiddle Park Lane  
Shelburne, Ontario  
L9V 3C9

Request for Proposal to be hand delivered between 9:00am – 5:00pm at the CDRC address to Marty Lamers, Facility Maintenance Manager in a sealed envelope clearly marked **RFP# 01-2022 Replacement Boiler** no later than 2:00 p.m. (14:00 hours) local time on Wednesday March 2, 2022.

### ISSUE DATE

Request for Proposal issued February 8, 2022

## CLOSING DATE

**Wednesday March 2, 2022 at 2:00pm. Late bids will not be accepted.**

## AWARD DATE

Centre Dufferin Recreation Complex will award RFP Thursday March 10, 2022.

## CONTACT INFORMATION

For further information and questions, contact only between the hours of 8:00am – 4:30pm the week of February 14, 2022. Questions close Friday, February 18, 2022 at 4:30pm

Please contact:

Marty Lamers, Facility Maintenance Manager, [mlamers@shelburne.ca](mailto:mlamers@shelburne.ca),  
Cell: 519 939 3747

## SITE VISIT

Site visits by appointment only, during which, questions regarding this RFP will be addressed and bidders may inspect the site.

## WITHDRAWAL OF RFP

Requests for withdrawal of RFP received prior to closing time will be allowed. However, withdrawal requests received after the closing time will not be allowed.

## REJECTION OF RFP

The following bids will be rejected:

Late Bid (Closing time shall be determined by the CDRC), Bid not completed in ink or by non-erasable medium, Incomplete bid, bid form not signed.

## UNACCEPTABLE RFP

RFP which are conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected.

RFP that contains prices which appear to be so unbalanced as likely to adversely affect the interests of the CDRC, may be rejected.

## LATE RFP

Should an RFP be submitted past the closing time and date stated in the document, the envelope will be time and date stamped and returned unopened to the Bidder.

## REFERENCES

Bidders are required to provide three (3) references for related works completed within the past 12 months. Submissions must include the company name, main contact name, phone number, and email address, as well as a brief description of the works completed and the service location. The CDRC reserves the right to contact all these references and to use these references as part of the evaluation of the RFP submission. The information collected will be used solely for purposes relating to the CDRC.

## ADDENDUM:

If an addendum is found to be necessary, it will be released to all companies that have submitted an RFP.

## INFORMATION AND GENERAL SPECIFICATION

The CDRC is committed to providing open competitive bidding on all acquisitions and disposals of goods and services where practical.

## AWARD OF CONTRACT

The award of this contract is subject to the availability of funding, and the approval of the CDRC Board. No compensation will be paid to any bidder because of not awarding this project. **This RFP may be awarded in part, in whole or not at all.**

## RIGHT TO ACCEPT OR REJECT RFP

The CDRC reserves the right to reject at their discretion, any, or part of, or all RFPs. The “lowest” bid will not necessarily be accepted. All information available to the CDRC maybe used in evaluating the bids.

## OPENING RFPS

Sealed RFPs must be submitted to the **Centre Dufferin Recreation Complex, 200 Fiddle Park Lane Shelburne, Ontario, L9V 3C9 before 2:00 pm, local time, on Wednesday March 2, 2022**, as determined by the CDRC submissions received at 2:01 pm or later will be deemed to be late and non-compliant and will be returned unopened.

## COST OF RFP

Bidders assume responsibility for all costs, expenses, loss, damage, and liabilities incurred as a result of or arising out of RFP or out of the invitation to bid.

## COMPLETION DATE

June 15, 2022, would be the latest completion date. A completion date is required on the bid form for evaluation.

## SCHEDULING AND PENALTIES

The project must be completed at an agreed upon date when awarding the RFP (Approx. 2 months from date awarded), and in accordance with RFP documents, any addendum(s) and change orders issued by the CDRC, and in accordance with any other municipal, provincial, and federal laws and regulations. If the successful bidder fails to complete the work, which includes all subcontracted work, as well as the approvals listed above, the successful bidder agrees to deduct \$200 per calendar day (including weekends) from the bid price that was accepted by the CDRC for this project.

(Excluding verifiable, related shortages and unforeseen delays COVID-19 and communicated in a timely manner.)

## INSURANCE

The successful bidder shall, at their own expense, within 10 days prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated and provide the CDRC with evidence of WSIB certificate. And comprehensive general liability insurance with a minimum limit of liability of \$5,000,000.00 inclusive of any one occurrence. Naming the Centre Dufferin Recreation Complex and the Town of Shelburne as additional insured.

## PRICES

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and continue to be open for acceptance by the CDRC for a period of ninety (90) calendar days after the closing date indicated in this RFP.

Prices quoted must include all costs involved in obtaining necessary permits, fees and inspections required by all authorities having jurisdiction, unless otherwise stated in the **SCOPE OF WORK**. Prices quoted must also include all incidental costs, including, but not limited to labour, equipment, supplies, travel time, customs duty, brokerage fees, excise tax, freight, insurance, fuels, energy costs, etc., and the bidder shall be deemed to be satisfied as to the full requirements of the RFP. Claims for additional costs will not be entertained in respect to visually discernible conditions, which could have been reasonably ascertained by proper inspection of the site during the bidding period. Any additional work must be authorized in writing prior to commencement.

## HARMONIZED SALES TAX (HST)

Harmonized Sales Tax (HST) is an applicable tax; however, it shall **not** be included in the bid price.

## PAYMENT

Invoices indicating the RFP name and the Centre Dufferin Recreation Complex, shall be mailed directly to:

**Centre Dufferin Recreation Complex**  
**200 Fiddle Park Lane**  
**Shelburne, Ontario**  
**L9V 3C9**

## PERIOD OF CONTRACT

The agreement with the successful bidder shall be until successful completion of the project as per the terms and conditions of the RFP and acceptance of such by the CDRC.

Should the successful bidder fail to carry out the work in compliance with the requirements of this RFP, the CDRC may notify the successful bidder in writing that he/she is in default of the contractual obligations and instruct him/her to make the necessary corrections within seven (7) working days of receipt of such notice. If the corrections are not completed within an acceptable time as agreed to by the CDRC, the CDRC may issue a stop work order and make the necessary corrections, deducting the cost from any payment due to the successful bidder or terminate the contract.

Should the CDRC terminate the contract, the CDRC shall take possession of the completed work and will continue to finish the work, withhold further payments to the successful bidder and upon total completion of work, charge the successful bidder for the amount by which finishing the work exceeds the contract price.

The successful bidder's obligation for the work performed up to the time of termination, shall continue to be in force after such termination.

## QUALITY CONTROL

Successful bidder shall provide all supervision, labour, equipment, and materials necessary to be orderly, competent, and expeditious in the completion of the work.



## WARRANTY

The successful bidder shall guarantee that the work shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of completion thereof. The successful bidder shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with the RFP documents, which shall become defective within two (2) years after completion of the work. The correction of such work shall include, without additional charge, all additional expenses, and damages in connection with such removal or replacement of all or any part of the work, and/or the building and/or common areas of work which may be damaged or disturbed thereby. The successful bidder shall provide, with the bid submission, all relevant brands, models, and written warranties for any equipment that is included in the Bid.

## DAMAGE CLAIMS

The Successful Bidder shall be responsible for all damages caused by them or their employees, subcontractors, agents or any workmen employed by them, or under their control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used thereon or therein or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the CDRC safe and harmless from any such claims by third parties, including any legal costs incurred by the CDRC in connection therewith on a solicitor/client basis.

## RESPONSIBILITY OF EMPLOYEES

If any person employed by the successful bidder, gives just cause for a complaint, the successful bidder, upon notification by the CDRC in writing, shall not permit such person to continue in any future work arising out of this RFP.

The successful bidder's, personnel shall be required to be neat, polite, courteous, and in a non-intoxicated behavior, and shall perform their duties in a manner which shall present a high level of professionalism for the successful bidder and the CDRC.

## SITE SAFETY

The successful bidder shall comply with all Provincial and local statutes, the Occupational Health & Safety Act and Regulations. Successful bidders shall use a regular system of safety inspections to detect and correct hazardous conditions, safety violations, and unsafe work practices. In addition to regularly scheduled inspections, supervisors/foreman shall conduct continuous worksite surveillance taking immediate action to rectify any observed unsafe conditions or actions.

## UTILITIES AND SERVICES

It is the successful bidder's responsibility to contact the various agencies to verify the location in the field, of any underground utility and/or municipal service.

The successful bidder will be responsible to protect all utilities and municipal service and property from breakage during construction. However, if a utility or a service is damaged, the successful bidder shall immediately repair the damaged service or contact the appropriate agency to repair the damage. All costs associated with the repaired utility or service shall be borne by the successful bidder.

Utilities or utility shall include all above and underground wiring, conduits, and pipes of all descriptions, and all related appurtenances which are supplied by hydro, gas, telephone and cable television companies and the Township of Shelburne.

## ALTERNATIVES AND SUBSTITUTIONS

Bids shall be based on the bid documents. Any alternatives, substitutions or qualifications that are not requested in the bid documents may be submitted, separately from the bid, on the bidder's letterhead, so that the bid may be accepted with or without these alternatives, substitutions, or qualifications.

## SUBCONTRACTING/ASSIGNEE

The successful bidder agrees to preserve and protect the right of the CDRC under this RFP, with respect to any work to be performed under subcontract.

The successful bidder shall:

- a) Require his subcontractors to perform their work in accordance with and subject to, the same terms and conditions of the RFP documents.
- b) Be fully responsible to the CDRC for acts and omissions of the successful bidder's subcontractors and of persons directly and indirectly employed by the successful bidder.
- c) Shall only employ subcontractors when needed for skilled trades by the successful bidder submitted in writing and accepted by the CDRC prior to the commencement of any work.
- d) Shall be responsible to obtain same and/or comparable insurance coverage set forth under the RFP Document Insurance Requirements and WSIB clearance.

The CDRC may, for reasonable cause, object to the use of a proposed subcontractor and require the successful bidder to employ another subcontractor.

Nothing contained in the RFP Documents shall create any contractual relationship between any subcontractor and the CDRC

## PROPOSAL EVALUATION CRITERIA

Proposals will be assessed on the information provided in the proposal.

Evaluation will be based upon the following items:

Price

Conformity to overall overview and scope

Customer service, part support and warranty

Value added features or options

Completion date

Note: Lowest or Any Proposal not necessarily accepted.

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# *BID FORM*

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## **Replacement Boiler RFP# 01-2022**

Replacement for an NTI TRINITY TI 400 Boiler or Equivalent Gas Boiler

### **RFP CLOSING DATE:**

**Wednesday March 2, 2022 at 2:00pm**

### **LOCATION:**

**Centre Dufferin Recreation Complex  
200 Fiddle Park Lane  
Shelburne, Ontario  
L9V 3C9**

## RESPONDENT INFORMATION FORM

**RESPONDENTS must complete this form and include it with the Bid submission. Please ensure that all information is legible.**

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

Name & Title of Respondent's Main

Contact Individual \_\_\_\_\_

Address \_\_\_\_\_

Business Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

E-mail Address \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Series: \_\_\_\_\_

Size (BTU output): \_\_\_\_\_

Year manufactured: \_\_\_\_\_

Warranty: \_\_\_\_\_

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

**Details of plan submitted with bid form.**

<b>BID</b>		
<b>Item</b>	<b>Description</b>	<b>Price Excluding HST</b>
1	Replacement of an NTI TRINITY TI 400 Gas Boiler or with an equivalent Gas boiler with same heating capacity not at the end of its model life and in an agreed upon location, remove preparation for new boiler Start up and commission boiler.	\$

**BIDDER CHECKLIST:**

- Bid Forms
- References
- List of all relevant brands, models and written warranties for any equipment that is included in the Bid. Value added features or Options
- Check here if Addendum received.
- Check here if NO Addendum received

*By submitting this RFP form, the Bidder acknowledges the owner's right to accept or reject any Bid at its sole discretion.*

The undersigned affirms that he/she is duly authorized to execute this Bid.

NAME: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.