



**THE CORPORATION OF THE TOWNSHIP OF CRAMAHE
FIRE DEPARTMENT**

TENDER NO. 2021-07

4500 SCOTT AIR PACKS CYLINDERS

Bruce Greatrix
Interim Fire Chief
Tel: 905-355-1219
bgreatrix@cramahetownship.ca

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone (include area code)

Fax (include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Make of Unit Tendered on

TENDER CLOSING DATE: Monday, March 15th, 2021 at 2:00pm

INFORMATION TO BIDDERS

- a) Type of Contract To supply 33 New 4500 Scott Air Pack Cylinders & 6 Regulator Assy QD Hansen.
- b) Tender One copy of the tender properly signed and sealed in an envelope with the tender number clearly marked on the front will be received at the Town Hall Administration Office before 2:00 p.m. on Monday, March 15th, 2021.
Tender Opening will be via a Zoom meeting.
Literature and specification sheets must be enclosed with the Tender.
- c) Lowest or any tender not necessarily accepted.
- d) The Township of Cramahe reserves the right to reject any or all bids received.
- e) **The awarding of this tender is subject to the approval of the Township of Cramahe Council.**

SECTION 1: INSTRUCTIONS TO BIDDERS

1. Invitation

1.1. Scope of Work

The work to be done under the contract shall consist of the supply & delivery of 33 New Scott Air Pack Cylinders & 6 Regulator Assy QD Hansen in accordance with the detailed specifications herein.

1.2. Tender Call

- 1.2.1. Submissions signed under seal, executed, and dated will be received by the Owner, at the office of:

The Corporation of the Township of Cramahe
1 Toronto Street,
Colborne, Ontario K0K 1S0

Before the time for bid closing of 2:00 p.m. local time as designated by the clerk's office clock on the 15 day of March 2021.

- 1.2.2. The Owner may, by addendum, extend the submission closing time or any other scheduled dates relating to this tender call.
- 1.2.3. Tenders submitted after the submission closing time will not be considered and will be returned to the proponent unopened.
- 1.2.4. Submissions will be opened publicly via a scheduled zoom meeting open to all bidders. Bidders should note that the pricing information read out at the public tender opening is **PRELIMINARY** in nature only and should not be construed as an indication of which bidder is being awarded the contract. All documentation is subject to review for mathematical accuracies, compliance with the specifications, and compliance with the terms and conditions of the Request for Tender, the completion of which will ultimately determine the successful bidder. **All Tender awards are subject to Cramahe Township Council Approval.**
- 1.2.5. Amendments to a submitted tender will be permitted if received by the Owner in writing prior to submission closing time and if endorsed by the same party or parties who signed and sealed the submitted tender. A submitted tender

amendment shall state the amount to be added to or deducted from the bid price.

- 1.2.6. Tenders and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.
- 1.2.7. A proponent may withdraw its submission at any time prior to the submission closing time by delivering a written notice of withdrawal to the Owner. The withdrawal will be in effect as of the time the said notice is received by the Owner.
- 1.2.8. Proponents agree to prepare and submit bids at their own cost. The owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the tender. All such costs shall be the proponent's sole responsibility.
- 1.2.9. Tenders will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Cramahe Purchasing By-law No. 2020-77. By submitting a tender each bidder agrees to be bound by the terms and conditions of that By-law and those procedures and any amendments to them, as fully as if it were reproduced and attached to this Invitation to tender.

1.3. Tender Bid Price

- 1.3.1. The price(s) quoted shall be in Canadian funds and shall include all duty, custom clearances, fuel tax, shipping costs, air conditioning tax (if applicable), and (HST) shall be extra where applicable.

2. Contract and Bid Documents

2.1. Definitions

- 2.1.1. The word bidder is interchangeable with the word proponent in this document. The word bid is interchangeable with the word tender in this document.
- 2.1.2. Bid Price: The bid price is the monetary sum identified by the bidder in its itemized bid form.

2.2. Availability

- 2.2.1.** Bid documents may be obtained on the Township's tendering website (Biddingo) or a paper copy can be picked up at the Municipal Townhall.
- 2.2.2.** Upon receipt of bid documents, bidders shall verify that the documents are complete. Bidders shall immediately notify the owner if the bid documents are incomplete or upon finding discrepancies, errors, or omissions in the bid documents.

2.3. Queries and Addenda

- 2.3.1.** All inquiries from bidders regarding the bid documents must be in writing by way of e-mail and received by the Township to:
Bruce Greatrix – Interim Fire Chief
bgreatrix@cramahetownship.ca
- 2.3.2.** Addenda may be issued during the bidding period. All addenda become part of the contract documents. Bidders shall include all costs of all addenda in the bid price.
- 2.3.3.** Verbal answers given by the owner to queries are only binding when confirmed by written addendum.

3. Bid Submissions

3.1. Submissions

- 3.1.1.** Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- 3.1.2.** All bid forms must be fully completed, signed under seal by a duly authorized representative of the bidder, dated and submitted in a clear and legible manner. Signature and all other entries shall be completed in ink or shall be typewritten. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the specification forms must be filled in.
- 3.1.3.** Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared invalid and rejected.

3.1.4. Bids with bid forms and enclosures which are improperly prepared may be, at the owner's sole discretion be declared invalid.

3.1.5. All submitted bids and supporting documentation become the property of the owner and will not be returned.

4. Offer Acceptance or Rejection

4.1. Duration of Offer

4.1.1. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the bid closing time.

4.2. Clarification of Bids

4.2.1. The Owner may, at any time following the bid closing time, request that any bidder clarify its bid. Bidders shall provide a written response to any such request for clarification with in two (2) working days following receipt of such a request, or within such shorter time as the owner may require. The owner may require any bidder to submit additional information clarifying any matters contained in its bid and require the relevant bidder's acknowledgement of the accuracy of that interpretation.

4.2.2. The additional information accepted by the owner and written interpretations which have been acknowledged by bidders shall be considered to form part of the bids of those bidders.

4.2.3. The right to request clarification of bids by the owner as provided herein within the sole, complete and unfretted discretion of the owner and is for the owner's sole benefit, and may or may not be exercised by the owner at any time and in respect to any or all bids.

4.2.4. The owner's right to request clarification of bids as provided herein shall not in any way impose upon the owner a requirement to clarify with a bidder any part of a bid, and where in the opinion of the owner the bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the owner may reject a bid either before or after seeking a clarification under this section.

4.2.5. The seeking of a clarification of a bid by the owner as provided herein shall not in any way oblige the owner to enter into a contract with that bidder and shall not constitute an acceptance of that bid or any other bid.

4.2.6. All bid clarifications submitted by a bidder shall be in writing in a form satisfactory to the owner.

4.3. Acceptance or Rejection of Offer

4.3.1. The submission of bids does not obligate the owner to accept any bid or to proceed with the purchase.

4.3.2 Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the bid documents or are otherwise irregular in any way may, at the sole and absolute discretion of the owner, be declared invalid and rejected.

4.3.3. The owner retains the separate right to accept or waive irregularities if, in the owner's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the owner may, as a condition of bid acceptance, request the bidder to correct a minor or technical irregularity with no charge to the bid price.

4.3.4. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the owner's sole and absolute discretion.

4.3.5. The owner reserves the right to accept or reject any or all bids or to accept any bids should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest bid will not necessarily be accepted.

4.3.6. Bidders expressly waive any and all rights to make any claim against the owner for any matter arising from the owner exercising its rights as stated in these instructions to bidders.

4.4 Proof of Ability - Prequalification

To qualify, a bidder must have been in the business of **selling similar equipment** for a period of not less than three (3) years and performing contracts similar in size to this proposed contract.

Where deemed necessary by the Township, the bidder will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the services outlined in the tender documents. Insufficient experience may result in disqualification.

5. DELIVERY AND INSPECTIONS:

- 5.1 The successful bidder shall perform a pre-delivery inspection on all equipment.
- 5.2 Deliveries shall be made between the hours of 8:30 A.M. to 4:00 P.M Monday to Friday.
- 5.3 The contractor shall contact the Interim Fire Chief, prior to delivery of the equipment one (1) calendar week prior to delivery.
- 5.4 Equipment that fails to successfully complete the inspection shall be rejected by the Township and shall be removed from Township property by and at the expense of the contractor, promptly after notification by the Interim Fire Chief.

6. Indemnification:

The contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the contractor of his/her obligations under any resulting contract.

33 New Scott Air Cylinders ONLY & 6 Regulator Assy QD Hansen ONLY

**TOTAL tendered price F.O.B. Colborne, ON for
Scott Air Cylinders & Regulators**

Sub Total \$ _____

HST \$ _____

Total \$ _____

DATED AT _____ THIS ____ DAY OF _____ 2021

Witness

Signature of Authorized Person

Name of Firm

Position in Firm

Form of Contract

The bidder declares that this contract is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person making a contract for the same work.

The bidder declares that no member of the Council and no officer or employee of The Corporation of the Township of Cramahe is, will be, or has become interested, directly or indirectly, as a contract in party, partner, stockholder, surety or otherwise in, or in the performance of, the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

The bidder agrees that this contract will remain open for acceptance and the prices herein tendered will remain firm and unchanged for a period of 90 days after the opening of contracts and The Corporation of the Township of Cramahe may at any time within this period accept this contract whether any other contracts has been previously accepted or not.

The bidder has attached hereto all relevant information, literature, detailed specifications and other information relevant to the supplying and installing of the unit being offered in order to enable The Corporation of the Township of Cramahe to properly evaluate this tender.

DATED AT this ____ day of, _____, 2021.

Signature _____

Name of Signing Officer _____

Company Name _____

Address _____

Phone _____ Fax _____ Email _____

COMPANY SEAL AFFIXED

SECTION 3: SPECIFICATIONS

GENERAL:

The Township of Cramahe is requesting submissions from authorized dealers to supply and deliver thirty-three (33) new 4500 Scott Air Pack Cylinders & six (6) Regulators Assy QD Hansen that will be used for the day to day operations.

Please indicate **Yes** of **No** beside each point.

33 Only Scott Air Cylinders

- CGA Threaded _____
- Part Number 804722-01 _____
- Pressure 4500 _____
- Minutes 45 _____
- SCF 65 _____
- Liters 1841 _____
- H@O(in3) 418 _____
- Length in Inches (less Valve) 20.30 _____
- Length in inches (with Valve) 23.40 _____

6 Only Regulator Assy QD Hansen

- Part Number 200077-01 _____