



Dryden Fire Service  
City of Dryden  
Dryden, ON  
P8N 2M6

31 May 2023

## REQUEST FOR PROPOSAL

#R-2023-6

**Supply and Install HVAC Roof Top Unit  
Dryden Fire Service, Hall 1  
City of Dryden**

### Notice to Respondents

The City of Dryden invites you to submit a proposal to supply and install an HVAC Roof Top Unit ("RTU") for the City of Dryden in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read the information carefully prior to submitting a proposal. For further information contact Chris Wood at [cwood@dryden.ca](mailto:cwood@dryden.ca) or (807)223-1178 ext 143.

**Request for Proposal for:  
City of Dryden -12 Ton HVAC Unit Replacement  
Dryden Fire Service Proposal #R-2023-6**

**RFP NUMBER:**

Sealed proposals clearly marked "CITY OF DRYDEN"- "Dryden Fire Service HVAC RTU Replacement" will be received by the City of Dryden until Friday June 16th, 2023, at 3:00 PM CST to the Attention of: Allyson Euler, City Clerk, City of Dryden, 30 Van Horne Avenue, Dryden, ON P8N 2A7 or by email to [aeuler@dryden.ca](mailto:aeuler@dryden.ca)

Details and copies of the Request for Proposal documents will be sent electronically upon registering in the process by contacting Chris Wood, Fire Chief at [cwood@dryden.ca](mailto:cwood@dryden.ca) or 807-223-1178 ext. 143.

The City of Dryden reserves the right to reject any or all proposals.

### NOTES TO RESPONDENT

RFP NUMBER: Dryden Fire Service Proposal #R-2023-6

RFP FOR: City of Dryden, Fire Hall 1 RTU

REGISTRATION: Contact Chris Wood at [cwood@dryden.ca](mailto:cwood@dryden.ca) for a copy of the RFP and supporting documents. This will be considered your registration in the process. Any and all addendums will be emailed directly to you and must be included and referenced when submitting your proposal.

SITE VISIT: Date: Open- with 24 hours notice to Chief Chris Wood by email [cwood@dryden.ca](mailto:cwood@dryden.ca)  
The site visit will be at the Dryden Fire Service Hall 1, at 189 Memorial Ave, Dryden, ON P8N 2M6.

RFP CLOSING: Date: Friday, June 16th, 2023 Time: 3:00 PM CST  
Location: 30 Van Horne Ave Dryden, ON P8N 2A7

RFP OPENING: Date: Friday, June 16th, 2023 Time: 3:05 PM CST  
Location: 30 Van Horne Ave Dryden, ON P8N 2A7

PROJECT MANAGER/  
CONTACT FOR RFP: Chris Wood, Fire Chief  
City of Dryden  
[cwood@dryden.ca](mailto:cwood@dryden.ca)

SUBMIT COMPLETED RFP TO:

Dryden Fire Service Proposal #R-2023-6  
Attention: Allyson Euler

[aeuler@dryden.ca](mailto:aeuler@dryden.ca)

or

CITY OF DRYDEN  
30 Van Horne, Dryden, ON P8N 2A7  
Attention: City Clerk

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The City of Dryden (hereinafter referred to as the 'City') is issuing this Request for Proposal (RFP) to solicit services as outlined in the Scope of Services.

All Bidders are expected to understand the scope of work and the site conditions and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their Proposal.

This request is issued in accordance with the provisions of the laws of Canada and Ontario and invites qualified firms to submit Proposals to provide the services described. Subject to approval by the City, the initial contract term under consideration is presumed complete upon substantial completion of general repairs.

### **I. GENERAL CONDITIONS**

#### ***Interpretation***

If any questions arise regarding meaning, intent or other matter required by the contract, the question shall be decided by the City's Project Manager.

#### ***Indemnity***

The contractor shall indemnify and save harmless the City and its respective officers and agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomsoever made, occasioned by or attributed to the activities or omissions of the contractor or those for whom the contractor is responsible in performing the contract.

#### ***Sub-Contractors***

The contractor shall not allow subcontractors for this work unless authorized by the City's representative.

***Permits and By-Laws***

The contractor agrees to abide by all laws, rules, regulations, by-laws, legal and code requirements, covering the class or character of the work to be executed including but not limited to Workers Compensation, Employment Insurance, Fair Wage Program, as applicable and to pay all costs in connection with same. The contractor is required to obtain all applicable permits associated with the works.

***Ontario Labour Conditions and Regulations***

Persons employed on the work must be fully qualified to perform the work required. The Contractor will comply with the provisions of the Ontario Contracts Hours and Wages Act, the Construction Lien Act (1999), Employment Standards Act and the Ontario Health and Safety Act. The contractor shall comply with Ontario Regulation 644/88-Workplace Hazardous Materials Information System (WHMIS) wherever and whenever controlled products are used within the scope and for the duration of this contract. Contractors working on City property in any capacity are responsible for their employees and shall work in strict accordance with the Occupational Health and Safety Act and all its pertaining regulations. Failure to comply with the Act and regulations made under the Act will be deemed to be failure to comply with the terms of the contract. The City may, without further authorization or authority, take all or part of the work out of the contractor's hands as described in the General Conditions.

***Commencement and Condition***

The work shall commence immediately after written instructions are given to proceed by the City's representative and shall be completed within the time specified.

***Failure to Perform.***

If the Contractor fails to perform any substantial obligation under this Contract, or any Work Order, the City, as applicable, shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then the City may withhold all monies due and payable to the Contractor, without penalty to the City, until such failure to perform is cured or otherwise resolved.

Where the Contractor becomes bankrupt or insolvent, the City may, without previous notice and without process or suit of law, take the work out of the hands of the contractor within 15 days written notice and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the City may use all monies due on the contract to correct or complete the work.

***Protection***

The contractor shall provide adequate protection to the public, property, work area, and any other areas from damages, theft or vandalism until the work is accepted.

***Loss or damage to material or equipment***

The contractor shall be solely responsible for loss or damage to the contractor's materials or equipment.

***Materials***

All materials, products and equipment supplied for the work shall be new, of the best quality, and as best possible unless otherwise specified, be of Canadian origin and manufacture.

***Co-operation***

The Contractor shall co-operate with the City and arrange for all work to be completed, and

report in writing to the Project Manager any difficulties encountered in completing the work.

***Supervision and Workmanship***

The contractor shall execute work in the most efficient manner and in accordance with the directions and to the satisfaction of the City, and employ a competent person(s) and ensure that only trained persons are employed. All work shall be executed by qualified/skilled trade personnel.

***Hours of Work***

Work will be carried out between the hours of 8:00 am and 5:00 pm Monday through Friday unless otherwise approved by the Project Manager or otherwise indicated in the Scope of Work.

**II. PRE-SUBMISSION SITE INSPECTION**

Pre-submission site inspection is described on the NOTES TO RESPONDENTS. A representative will be on hand at the site to review the Scope of Services. Attendance will be tracked by the Project Manager at the site. All interested parties are advised to visit the site prior to submitting a bid. If you do not visit the site, any errors incurring financial or material consequences will be held by the Respondent. The City will attempt to accommodate any tour/meeting requested during regular business hours. The City will attempt to accommodate a tour/meeting outside of business hours only in extenuating circumstances, based on City staff availability.

**III. QUESTIONS CONCERNING RFP**

1. Only questions received by the City in writing will be acknowledged. All correspondence shall be sent to the Contact for this RFP as outlined on the NOTES TO RESPONDENTS.
2. No interpretation or clarification of the meaning of any part of this RFP will be made orally to any respondent.
3. If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document or otherwise requires clarification, such matters should be submitted in writing to the Contact of Proposal named on the NOTES TO RESPONDENTS at least Five (5) business days prior to the Proposal due date noted on the cover page in order that City staff may have sufficient time to respond. The City cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the deadline for questions if required.
4. Copies of all questions and answers, and any addenda to supplement the Proposal, will be posted on the City's website and/or emailed no later than four (4) business days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding on the City. Any such clarifications or addenda shall become part of this proposal.
5. Contact with City of Dryden officials other than the Contact for Proposal or their designate on the NOTES TO RESPONDENTS, is not allowed and will be considered as grounds for disqualification from the selection process.

**IV. PREPARATION AND SUBMISSIONS OF PROPOSALS**

***General information and deadline***

Respondents are requested to submit 1 original digital (by email), or 3 original paper proposals to the individual named under "SUBMIT COMPLETED PROPOSALS TO" in the NOTES TO RESPONDENTS. Bidders must acknowledge the addendum(s) issued by including all addendum(s) to the submission of proposal.

**Late Proposals will not be accepted and will be returned to the originator unopened.**

Respondents are required to organize the information requested in this RFP in accordance with the format outlined. Failure by the respondent to organize the information required by this RFP as outlined may result in the City, at its sole discretion, disqualifying the respondent from further consideration. Narrative pages are to be 8.5" x 11" in size.

#### **V. EXPENSE OF SUBMITTAL PREPARATION**

The City accepts no liability for the costs and expenses incurred by the respondents in responding to this RFP, preparing responses for clarification, attending site meetings/ interviews, or participating in contract development sessions or meetings and presentations required for the contract approval process. Each respondent that enters into the procurement process shall prepare the required materials and submittals at their own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

#### **VI. DESCRIPTION OF PROCUREMENT PROCESS**

##### **City Rights and Options -**

The City, in its sole discretion, reserves the following rights:

1. Supplement, add to, delete from or change this solicitation document;
2. Reject any or all Proposals or information received pursuant to this RFP;
3. Cancel this RFP at any time, with or without the substitution of another RFP;
4. Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
5. Conduct investigations with respect to the qualifications and experience of each respondent. This includes investigating references that may not be listed in the proposal;
6. Take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the City;
7. Require one or more respondents to supplement, clarify or provide additional information as required for the City to evaluate the Proposals submitted.

#### **VII. REVIEW/ EVALUATION**

1. Upon selection of the finalist, the City may, if necessary, begin scope clarifications. Should the proposal, and clarifications (if required), fail to result in an executed contract with the preferred respondent, the City of Dryden may, in its sole discretion, elect to terminate negotiations with the preferred respondent and begin negotiations with the second most preferred respondent (and so on) or cancel the procurement process.
2. Prior to commencing any work, the successful respondent will be required to enter into a contract with the City.

3. Copies of all questions and answers, and any addenda to supplement the Proposal, will be posted on the City's website and/or emailed no later than four (4) business days prior to the Proposal due date. Only formal written responses to properly submitted questions will be binding on the City. Any such clarifications or addenda shall become part of this Proposal.
4. The lowest cost Proposal may not necessarily be accepted.
5. The acceptance and award of a Proposal will be subject to the approval of City Staff and Council for the Corporation of the City of Dryden.
6. The City of Dryden reserves the right to cancel this RFP or portions thereof at any time, for any reason, prior to an official contract/agreement being signed.

#### **VIII. PROVISIONS OF THE AGREEMENT**

1. The Acceptance and award of a Proposal will be subject to the approval of the Council for the Corporation of the City of Dryden.
2. The contractor shall take out and keep in force for the duration of the contract a comprehensive policy of public liability and property damage insurance acceptable to the City providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and cost against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property. The policy shall name the City as an additional insured hereunder and shall protect the City against all claims for damage or injury including death to any person or persons for damage to any property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the contractor or any of his servants or agents during the execution of the contract and the contractor shall, at the request of the City, forward a certified copy of the policy or certificate thereof to the City before the work has started or when requested by the City. The City shall also be included as a name insured under this project.
3. The Contractor is required to provide a WSIB clearance certificate with the proposal, if applicable, and proof of continual certification through completion of the contract. The contractor shall also submit an Insurance Certificate confirming the contractor's General Liability and Vehicle Insurance Coverage, if applicable.
4. All work to be performed to applicable Ontario Provincial Standards (OPSS).
5. The contractor is responsible for obtaining all required approvals prior to commencing work.
6. The contractor shall comply with the Regulations set out in the Ontario Occupational Health & Safety Act, Workplace Safety & Insurance Act, Highway Traffic Act, City of Dryden Safety Policy & Procedures, and all other applicable bodies.
7. The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-In-Council and By-laws which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.
8. The Contractor is required to provide to the City of Dryden a Criminal Record Reference Background Check, if requested.
9. The Contractor shall not sub-let or assign any work under the Agreement without prior written consent from the City.
10. If, in the absolute discretion of the City, the Contractor is not performing work in a suitable or timely manner and in accordance with the terms of this Agreement, it may dismiss the Contractor upon giving him 15 days' notice in writing.
11. The validity and interpretation of this contract and of each clause and part thereof shall be governed by the laws of the Province of Ontario.
12. For billing purposes payment will be as per the City's terms of payment and will be issued net thirty (30) calendar days upon receipt of invoice.

13. All invoices shall show the following information:
- a. Invoice Number
  - b. Date
  - c. Name of City contact for services performed
  - d. Location of services
  - e. Description of services performed
  - f. Breakdown of labour, materials, equipment used and unit costs
  - g. Signed daily worksheet/report (if applicable)

**IX. SITE LOCATION**

Dryden Fire Service Hall 1, 189 Memorial Ave, Dryden ON, P8N 2M6.

**X. SCOPE OF SERVICES**

The Corporation of the City of Dryden is soliciting submissions from responsible proponents who have the necessary qualifications and experience to provide the type of services necessary to install the equipment described in this Scope of Services.

**EQUIPMENT**

**1.0 SCOPE- Replacement of the existing RTU HVAC system**

Proponents will be responsible for:

- Inspection and design of the replacement system that will have the capacity to maintain the area within the desired temperature range and compliant with Ontario Labour Code
- Adaptation to the existing roof opening and all subsequent roof remediation to a similar standard and condition (or better) as the existing roof
- The removal of the existing unit and installation of the new roof unit
- Making all service connections (gas and electric) and ensuring the services required by the unit are readily available
- Making all modifications/replacements to the HVAC controls
- Commissioning of the system
- Providing 1-year warranty on the labour to ensure the operational status of the unit, to be included with the proposal.
- Manufacturer's material and warranty for the proposed unit
- Any fees for service modifications
- Building Permit for work on the Dryden Fire Service Hall 1 will be provided by the City

Quote Specifications:

- The Contractor may refer to the information plate from the existing rooftop unit Appendix B
- The current Unit is described as an **Engineered Air, Model Number ----FWA-112/DJ-40-O**

Nominal Tons:	11
Volts, 1 phase/60HZ:	230



## **XI. GENERAL NOTES**

### **PAINTING**

Any new field-fabricated steel, or steel piping, shall be painted with a primer, and final-coat, as per that of the City.

### **IDENTIFICATION**

All new gas, electrical and water lines will be identified after painting and insulation as to the substance in the lines, and the direction of flow when applicable. All lines penetrating a roofing section must be immediately identified during installation.

### **WARRANTY**

The contractor shall be able to respond to the site within 24 hours to provide complete support services on a 24-hour, 7-day-a-week basis throughout the warranty period.

### **REFERENCED STANDARDS**

Comply with all codes and standards (latest versions) applicable to this type of work, including:

1. Ontario Hydro Electrical Safety Code.
2. WCB Regulations.
3. Register the Design with TSSA.
4. Any other local or provincial requirements

### **DRAWINGS, MANUAL, AND INSPECTION**

1. A complete as-built drawing of the new installation is to accompany the final installation specification, including all changes to gas or electrical supply and shall form part of the installation and construction documents.
2. Copies of product manual and operating instructions.

### **REFERENCES REQUIRED WITH PROPOSAL SUBMISSION PACKAGE**

Provide a reference list with your proposal submission package.

1. Five (5) installations in the past 3 years. Each reference must include:
  - a. Model number of the unit installed
  - b. Year of the install
  - c. Location of the install
  - d. Contact name and daytime phone number for each site

### **EXECUTION**

1. The contractor will remove the existing unit safely from the roof top. This work will be performed at no extra cost to the Owner.
2. The contractor will include with the Proposal submission a detailed description of the plan to remove and lower the existing unit, raise the new unit and the equipment being used to perform those tasks.
3. Upon removal from the existing location, the contractor will provide proof or documentation that the unit was disposed of as per environmental regulations.

4. Recovered equipment and any scrap material is to become the possession of the contractor and will be disposed of at no extra cost to the Owner.
5. Considerations for removal and installation will take into account the building is an active fire hall. Blocking access to certain areas of the building, or lot, may not be possible.
6. Damages to the building, roof, roofing materials, and or property, caused by the Contractor or their representatives will be repaired to the City's satisfaction with all costs borne by the Contractor.
7. Unless otherwise agreed, the Contractor shall be present for the commissioning of the RTU in order to ensure that the Installation is in accordance with the Agreement shall be conducted, at a mutually agreed upon time, once the Project Manager has been notified of the completion of all works by the Contractor. Both Parties must be represented when the handover is carried out. Any shortcomings/deficiencies will be registered in the shortage list in a handover form and the shortcomings/deficiencies must be rectified without undue delay by the Contractor. The Contractor is aware that there will be limited time for rectifications. The Contractor shall be liable for any deficiencies or damages noted.

Consultation with the Fire Chief will be required during the site visit to establish appropriate locations and time frames.

#### **OTHER NOTES**

The successful contractor shall provide all labour, materials and equipment required to complete all assigned jobs. All repairs and services shall be undertaken with the approval of the City.

The contractor shall perform all routine equipment inspection, maintenance and service during the regular business hours of the City, 8:00 a.m. to 5:00 p.m., Monday to Friday, or as otherwise approved by the City.

The contractor shall guarantee their workmanship and be in compliance with all applicable codes. The contract warranty period for materials, and labour, shall be one (1) year from date of invoice.

The Contractor shall be responsible for removing any debris from the site and cleaning affected areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon request by the City representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

#### **XII. PROPOSAL SUBMISSION**

**RFP NUMBER:** #R-2023-6  
**RFP FOR:** CITY OF DRYDEN  
Dryden Fire Service HVAC RTU Replacement

I/We the undersigned have read and understand this Proposal document, and herewith agree to perform the Scope of Work required in accordance with the Proposal document issued by the City of Dryden, at the price(s) listed below:

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in my/our Proposal submission is correct.
3. Except as expressly and specifically permitted in the instructions to Proponents, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief my/our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the City of Dryden is, will be, or has, become interested, directly or indirectly, as a contracting 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 therefrom.
6. My/Our bid submission will remain open for acceptance for a period of 60 (sixty) calendar days after opening of the bids and the Corporation of the City of Dryden may at any time within this period accept our bid submission.

The check boxes below are included for the convenience of the applicant only to ensure the submission is complete.

**LIABILITY INFORMATION:**

**WSIB No.** \_\_\_\_\_

**Insurance Policy Number** \_\_\_\_\_

*Public Liability & Property Damage Insurance in the amount of \$2,000,000.00 (million).*

*Please include copy of Public Liability and Property insurance.*

**WARRANTY**

- The Contractor shall Provide a full statement of the warranty. This warranty should be clearly described under which the Contractor accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material, and for what period of time after commissioning.

**CERTIFICATIONS**

- The Bidder is required to provide all applicable Trade Certifications with their Proposal.

**SUB-CONTRACTORS**

- Do you intend to use any sub-contractors? \_\_\_\_\_
- If yes, has the sub-contractor been approved by the City of Dryden to this submission? \_\_\_\_\_
- If yes, please include name, phone number, email or other contact and any other pertinent information.

**EXPERIENCE OF SIMILAR WORK**

- Include documentation indicating experience of services provided within the last 3 years, which are similar to the scope of work identified in this Proposal. Written references may be required. By attaching these references, you authorize the Corporation of the City of Dryden to contact any person(s)/companies for the purpose of obtaining reference information.

**PROPOSAL BID**

- Include detailed bid with complete costing.

**ADDENDA**

- The contractor is requested to confirm it has received all addenda by listing addenda numbers; if no addenda were issued indicate "NONE".

**COMMENCEMENT**

- Date of earliest commencement of work upon award.