

THE CORPORATION OF THE TOWN OF
ERIN



Request For Quotation
2018-03W
Free Chlorine Monitor

TOWN OF ERIN

5684 Trafalgar Road
Hillsburgh, Ontario NOB 1Z0
www.erin.ca

**WATER DEPARTMENT**

Tel: (519) 855-4407, Ext.253
Fax: (519) 855-4281
E-mail: joe.babin@erin.ca

March 8, 2018

The Town of Erin invites you to submit a quote for:

The supply of four (4) Free Chlorine Monitors along with commissioning & staff training on the enclosed form.

Quotations are due in clearly marked **"RFQ 2018-03W Chlorine Analyzers"** envelopes or via e-mail, no later than **2:00 pm on March 29, 2018** at the following address:

Town of Erin
Procurement Division
5684 Trafalgar Road,
Hillsburgh, ON NOB 1Z0
RFQ 2018-03W Chlorine Analyzers

OR

procurement@erin.ca

Quotations received after the closing time will be rejected and returned unopened to the bidder. The Town of Erin reserves the right to dismiss any or all Quotations at their sole discretion. The lowest proposal will not necessarily be accepted.

For any further information, please contact the person named below.

Sincerely,

Joe Babin
Water Superintendent
Town of Erin
(519) 855-4407 ext. 253
joe.babin@erin.ca

INFORMATION TO CONTRACTOR

The contractor is to supply a complete station comprising of

- Wall mounted electronic control unit
- Cable for connecting the sensor
- Bare electrode sensor housing
- Instructional manual

Quotation Opening and Closing

All Quotations must be received on or before **March 29, 2018 at 2:00 p.m.**, in order for a Quotation to be received, it must be delivered by courier, in hand, by e-mail or by postal service, and received by an authorized representative of the Municipality at the indicated address and clearly marked as to contents.

Acceptance of Quotations

Unless otherwise specified in these Quotation documents, it is agreed that this Quotation constitutes an irrevocable offer to provide the goods and/or services described herein for a period of sixty (60) calendar days from the closing date for the receipt of Quotations. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the bidder, although such notice will, of course, be given as expeditiously as possible.

Rejection of Quotations

Quotations may be rejected for any one of the following reasons:

- (a) Quotations received after the closing date.
- (b) Quotations received on other than the proposal form supplied.
- (c) Quotations not completed in ink or typewriter.
- (d) Incomplete Quotations (all items not bid).
- (e) Qualified or conditional Quotations.
- (f) Quotations not properly signed and sealed

Alteration or Withdrawal of Quotations

A Quotation may be altered by submitting another Quotation at any time up to the specified time and date for Quotation closing. The last Quotation received shall supersede and invalidate all Quotations previously received by the Contractor for that contract.

The contractor may withdraw the Quotation at any time up to the specified time and date for Quotation closing by submitting a letter bearing the contractor's signature and seal and delivered to the Clerk of the Town of Erin. Such a submission must be received in sufficient time to be marked with the time and date of receipt.

Unbalanced Quotations and Discrepancies

Quotations which contain prices which appear to be so unbalanced as likely to affect the interest of the owner may be rejected.

Wherever in a Quotation the amount for an item does not agree with the extension of the estimated quantity and the estimated unit price, the unit price shall govern and the amount of the Total Quotation Price shall be corrected accordingly, unless otherwise decided by the owner.

A discrepancy in addition or subtraction in a Quotation shall be corrected by the owner by adding or subtract the items correctly and correcting the Total Quotation Price accordingly, unless otherwise decided by the owner. Where an error has been made in transferring an amount from one part of the Form of Quotation to another, the amount shown before the transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the total Quotation Price shall be corrected accordingly.

If a contractor has omitted to enter a price for an item of work set out in the Form of Quotation, he shall, unless specifically stated otherwise in his Quotation, be deemed to have allowed elsewhere in the Form of Quotation for the cost of carrying out the said item of work and unless otherwise agreed to by the owner, no increase shall be made in the Total Quotation Price on account of such omission

Contractors whose bid has been rejected by the owner will normally be notified of the reasons for the rejection within (10) ten days after closing date for Quotations.

The municipality reserves the right to waive formalities at their discretion.

1. Water Superintendent

Means the Water Superintendent for the Town of Erin, the Council of the Municipality or any such other person as may be authorized by the Council to act on their behalf in this particular capacity.

2. Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work

by the municipality, a comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to the limit of at least 5 million dollars **(\$5,000,000.00)** 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 and such policy shall name the municipality as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality 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 forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

3. Payments

Payment at the contract price shall be compensation in full for performing the work specified in the quotation, except as otherwise provided, necessary to complete the work to the satisfaction of the Water Superintendent.

4. Indemnity

The successful bidder shall indemnify and hold the Town of Erin harmless from and against any liability, loss, claims, demands, costs and expenses including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

5. Award of Contract

The Corporation does not bind itself to accept the whole or any part of any Quotation, and in particular if only one Quotation is received, the Corporation of the Town of Erin reserves the right to reject it. The Town reserves the right to reject any or all of the Quotations for any reason whatever and to accept any proposal if considered best for the Town's interest. The Town reserves the right to award the "Parts" of the contract individually.

The Municipality shall notify the winning contractor in writing as soon as possible.

6. Changes in the work

The Water Superintendent may make changes by altering, adding to or deducting from the Work with the Contract Price and the Contract Time being adjusted accordingly.

7. Examination of Premises

The Contractor will be held to have examined the premises before submitting his Quotation for the work and satisfied himself as to the present structural and physical condition of such portion thereof as it is the intention to repair, remove, replace or restore; also the conditions under which he will be obliged to operate or that will in any way affect the execution of the work of the contract.

8. Quotation Provisions

The Contractor shall familiarize himself with all aspects of the work including the Work Quotation, the Instructions to Contractor, the General Conditions and Procedural Specifications. The Contractor shall visit the site of the work if he feels it is necessary and shall confirm all dimensions and conditions pertinent to the work, including verification of the type of material to ensure compatibility. The Owner will accept no responsibility for the failure or negligence of a Contractor in doing so.

9. Workplace Safety & Insurance Board

The Contractor shall at all times, pay or cause to be paid, any assessment or compensation required to be paid, pursuant to the Workplace Safety & Insurance Act. The Contractor shall also be required to supply the Town with a "Certificate of Clearance" issued by the Workplace Safety & Insurance Board.

This certificate, along with the insurance certificate, must be received by the Town prior to the commencement of any works by the Contractor. Additional "Certificate of Clearance" may be requested before the release of any holdback.

10. Occupational Health and Safety Act

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the contractor, by executing this contract unequivocally acknowledges that he is the 'Constructor' within the meaning of the Occupational Health and Safety Act and amendments thereto.

Contractors and subcontractors may be required to:

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Municipality's health and safety policy and requirements.

Ensure that workers in their employ are aware of hazardous substances that may be in use at place of work and wear appropriate personal protective equipment requirements

11. Ministry of Labour Requirements

Contractor shall comply with all requirements of the Ministry of Labour including, but not limited to, fair employment practices, employment standards and notices of contract as required by existing regulations or legislation in effect.

12. M.S.D.S. (Material Safety Data Sheet)

The Contractor will supply the appropriate MSDS (Material Safety Data Sheet) to the Municipality upon request.

13. Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Water Superintendent, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Water Superintendent and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Water Superintendent.

SPECIFICATIONS

- Analyzer suitable for free chlorine measurement
- Suitable for wall mounting Electronic in Nema 4X enclosure
- Continuous on-line free chlorine monitoring
- Monitoring sample flow and sensor cleaning
- Measurement Range 0.- 5.00 ppm
- free chlorine residual
- LCD selectable in English, backlit graphic display for reading of measuring value, flow and operating status.
- Easy programming of all parameters by keypad
- 2 x 4-20mA isolated output signal (1 min. 4-20mA and 1 min. 0-20mA)
- 2 x control relays for process alarms and or fault indication.
- 1 x Alarm Relay, CSA Approval

Completion

Time shall be of the essence. The successful bidder agrees to provide analyzers and commission on or before April 26, 2018 and will be mutually agreed upon. Any deviation in the completion date requires written approval by the Water Superintendent for the Town of Erin.

In this Quotation, the following definitions are specific:

Municipality includes the Town of Erin that is issuing this Quotation and awarding a contract on behalf of a single entity or groups.

Water Superintendent means the Water Superintendent for the Town of Erin, the Council of the Municipality or any such other person as may be authorized by the Council to act on their behalf in this particular capacity.

I/We (the Contractor) promise to commence work on _____ and to diligently supply the material continuously without undue delay and further promise to complete the work within the deadline stated in this document.

By: _____
Name of Firm or Individual (Hereafter referred to as "The Contractor")

Address

Postal Code

Name of Person Signing Form (Print)

(Signature)

Office of Person Signing Form

Work Phone Number

Email

Cell Phone Number

AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____ 2018.

hereinafter called the "Municipality"
OF THE FIRST PART

- and -

Hereinafter called the "Contractor"
OF THE SECOND PART

WITNESSETH, that the party of the second part, for and in consideration of the payment or payments specified in the quotation for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Water Superintendent, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the quotation therefore, which are identified and acknowledged in the Information to Bidders, Quote Form, and Special Provisions of the Quotation all of which are to be read herewith and form part of this present Agreement.

IN CONSIDERATION WHEREOF, Said party of the first part agrees to pay to the Contractor for all work done, the unit prices on the Quotation.

This agreement shall ensure to the benefit of and the binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names on the day first above written.

Signature of Contractor

Company Name

Corporation of the Town of Erin;

Mayor – Allan Alls

CAO – Nathan Hyde