



# The Town of Ingersoll

## REFRIGERATION PLANT CONDENSOR REPLACEMENT

SIGNED, SEALED BIDS WITH CONTENTS CLEARLY MARKED ON OUTSIDE OF ENVELOPE WITH RETURN ADDRESS will be received by:

**The Manager of Facility Operations**

up to and including:

**12:30 pm local time, Tuesday May 7th, 2019**

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Town of Ingersoll- Community Services Department  
355 Wellington St  
Ingersoll, ON N5C 1T2  
Tel: 519-425-1181; Fax: 519-425-4151  
[www.ingersoll.ca](http://www.ingersoll.ca)

# GENERAL CONDITIONS

## 1. Scope

The intent of the Request for Proposal is to obtain the services of licensed refrigeration contractor to remove existing IMECO XLC 120 evaporative condenser and supply and install a new Evapco LSC 120E evaporative condenser (or approved equivalent) complete with glycol head cooling loop at the Ingersoll Arena

Written Request for Proposal will be received until **12:30 pm, Tuesday May 7th, 2019** by the undersigned. The lowest or any Request for Proposal will not necessarily be accepted.

## 2. Form of Tender

The words "bid" and "tender" are interchangeable throughout these documents and related documents. Secondly, the words "Bidder" and "Tenderer" are interchangeable throughout these documents and related documents.

All Tenders must be submitted on the forms provided, in sealed packages, clearly marked with the tender number and project description. The package shall include one (1) original.

## 3. Definitions

<b>Bidder:</b>	Refers to "any eligible entity providing a Tender" Successful
<b>Bidder(s):</b>	Refers, in the event of an award, "to the selected Bidder(s)"
<b>Town:</b>	Refers to "The Town of the Town of Ingersoll"
<b>RFEI:</b>	Refers to "Request for Expressions of Interest"

## 4. Submission

Tender submissions must be received by the Town of Ingersoll, Ingersoll District Memorial Centre, 97 Mutual St, Ingersoll, ON N5C 1S6 Attention: Manager of Facility Operations:

**12:30 P.M. local time, Tuesday May 7<sup>th</sup>, 2019**

**Please note that delivery of bids by mail or all couriers on the tender closing day, in the morning, is not guaranteed.**

**It is recommended to hand deliver bids intended to be received on the closing day**  
The Town is not responsible for Submissions which are not properly marked and/or delivered to any other location, than that specified.

## 5. Examination of Request for Proposals

Each Bidder must satisfy himself/herself by a personal study of the RFP documents respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after Submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices must include all incidental costs and the Bidder must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

## **6. Clarification**

Should a bidder find discrepancies in or omissions from the tender documents, or should there be any doubt as to their meaning, inquiry should be made with the Designated Official.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFP; otherwise, a response may not be provided.

Should a correction, explanation, or interpretation be necessary or desirable, a written addendum should be issued to all bidders.

Addenda, issued during the bidding period, are part of these tender documents.

## **7. Completion of the Tender**

All entries shall be clear and legible, made in a non-erasable medium, and signed in ink. All items shall be submitted according to any instruction in the Request for Proposal.

A bidder, who has already submitted a tender, may submit a further tender at any time up to the official closing time. Any alterations should be legible and initialed by the Bidder's signing officer. The last tender received shall supersede and invalidate all quotations previously submitted by the bidder for the Contract.

## **8. Bid Irregularities**

Informalities or irregularities noted during the tender opening, or during the review of tenders, will be forwarded to the Manager of Facility Operations, or designate for a ruling on whether the informality compromises the tendering process. This ruling will not necessarily happen at the tender opening. The Manager of Facility Operations will decide whether to accept or reject any tender for such informalities after completion of the tender openings. **See Item 9 above for cases where tenders will be automatically rejected during the tender opening.**

## **9. Bid Withdrawal**

Requests for withdrawal of a tender or tender shall be allowed if the request is made before the closing time. Requests must be directed to the Department Head by a Senior Official of the company with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

Should a bidder wish to withdraw their bid subsequent to the closing time or fails to proceed with the contract, the Town shall first obtain legal advice. At a minimum the bidder may forfeit their bid security and be prohibited from bidding on future opportunities for a period of one year.

The Town reserves the right to withdraw any posted tenders, quotations and Requests for Proposal prior to closing. Such withdrawal will be posted as an Addendum. The Town also reserves the right to accept or reject any bids.

## **10. Bidder Expense**

Bidder shall be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by reason of the acceptance or the non- acceptance of any Tender or by reason of any delay in the acceptance of a Tender, and therefore, any related monetary expenditures shall not be charged to the Town, except defined otherwise in the Tender document.

## **11. Errors and/or Omission**

Quantities shown on the Form of Tender are estimates ONLY, and shall be used as a basis for calculation upon which the award of the contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the Town, whether increased or decreased.

The Town shall not be held liable for any errors and/or omissions in any part of this RFP. While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFEI.

## **12. Addenda**

If required by the Town, addenda will be distributed to all Proponents registered as a document taker for this Tender. Addenda will be distributed via email using the latest contact information as provided by the Proponent. It is the Proponent's responsibility to notify the Town of any changes to their email or mailing address. It is the Proponent's ultimate responsibility to ensure all addenda have been received.

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be circulated in writing as a RFP Addendum to all Bidders who have received the RFP document from the Town.

### **13. Tender Award Procedures**

Unless stated otherwise, the following procedures will apply:

- 13.1 The Corporation will notify the Successful Respondent(s) of the award within thirty (30) calendar days of the Tender Closing.
- 13.2 Notice of Acceptance of Tender will be by telephone and by written notice.
- 13.3 Immediately after acceptance of the Tender by the Corporation, The Successful Respondent(s) shall provide the Corporation with the *Certificate of Liability Insurance* and any other required documents within fourteen (14) calendar days of the date of Notification of Acceptance & Award.
- 13.4 Following receipt of the required documents, the Successful Respondent(s) will receive written authority, in the form of a Professional Services Agreement and/or official Purchase Order, to proceed with the Work.

### **14. Ability and Experience of Bidder(s)**

It is not the purpose of the Town to award this contract to any Bidder(s) who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital to ensure acceptable performance and completion of the Tender. The Town reserves the right to conduct our own reference checking and may disqualify a Bidder on this basis.

### **15. Responsibility for Bidder**

The successful Bidder(s) shall ensure all services and products provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation and Standards.

The successful Bidder(s) shall indemnify and hold harmless the Town, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Bidder(s), its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Tender.

The successful Bidder shall provide continuous and adequate protection of all work from damage and shall protect the Town's property from injury or damage arising from or in connection with this work. The successful Bidder(s) shall make good any such damage or injury.

The successful Bidder(s) shall employ only orderly, competent, and skillful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Successful Bidder(s) in connection with the service arising out of this Tender gives, in the opinion of the Town, just cause for complaint, the successful Bidder(s) upon notification by the Town in writing, shall not permit

such person to continue in any future service arising out of this Tender.

The successful Bidder(s) shall obtain the necessary permits, licenses and pay the required fees, as they pertain to this assignment, which are in force at the date of the Tender Closing.

The successful Bidder(s) shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

## **16. Insurance and Indemnification**

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements.

a) Commercial General Liability insurance satisfactory to the Corporation and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to and include but not be limited to:

- A limit of liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
- The Corporation shall be added as an additional insured with respect to the operations of the Named Insured
- The policy shall contain a provision for cross liability in respect of the Named Insured
- Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage
- Products and completed operations coverage
- Broad Form Property Damage
- Contractual Liability
- The policy shall provide 30 days prior notice of cancellation

## **17. Workplace Safety and Insurance Board**

The successful R.F.P. shall furnish a Letter of Good Standing from the Workplace Safety and Insurance Board. This letter shall be furnished **prior** to commencement of work. The successful Tenderer further agrees to maintain that good standing throughout the contract period. The successful R.F.P. will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board from time to time during the contract and/or prior to final payment.

## **18. Sub-Consultants**

No sub consultants or collateral agreements shall be permitted with respect to the work of this assignment, except with the Town's express written consent and, in advance of commencement of sub consultant activities.

**Failure to obtain this consent may result in cancellation of the contract with the Successful Bidder(s).**

## **19. Freedom of Information**

All correspondence, documentation and information provided shall become the property of the Town. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the Town become a public record. Once a Tender is accepted by the Town, and a contract is signed, all information contained in them is available to the public, including personal information. Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

**Michael Graves, Clerk**  
**Town of Ingersoll**  
**130 Oxford Street, 2<sup>nd</sup> Floor**  
**Ingersoll, ON**  
**N5C 2V5**  
**Tel: 519-485-0120**  
**[mgraves@ingersoll.ca](mailto:mgraves@ingersoll.ca)**

## **20. Patent, Copyright, or other Proprietary Rights**

In accordance with Municipal Freedom of Information and Protection of Privacy Act, Bidders are reminded to clearly identify in their Tender material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Bidders are encouraged to place all such details and information within a separate section of their submission. Complete Tender details are **not** to be identified as “Confidential”.

## **21. Sales Tax**

Harmonized Sales Tax (HST) should be clearly shown on submitted invoice where applicable.

## **22. Terms of Payment**

The normal terms of payment for the Town will be net thirty (30) calendar days. Invoices shall be forwarded to:

**Town of Ingersoll  
130 Oxford Street, 2nd Floor  
Ingersoll, ON N5C 2V5**

## **23. Unbalanced or Incorrect Tenders**

- a) All entries in the Form of Tender shall be made in ink or by typewriter.
- b) The unit price quoted in the Form of Tender shall be a reasonable unit price for each item. The Town shall be the sole judge of such matters. The Town may reject any Tender considered by the Town to be unbalanced.
- c) Where the amount of an item does not agree with the extension of the estimate quantity and the tendered unit price, the unit price shall govern and both the item amount and the total tender price shall be corrected accordingly. If both the unit price and the total price for an item are left blank, then both shall be considered a zero. If the unit price is left blank, but a total price is shown for the item, then the unit price shall be determined by dividing the total price by the estimated quantity.
- d) Notwithstanding the values that may have been read out at the tender opening, the corrected tender values, as determined by the procedures described in b) above shall be used to establish the ranking of the tenders.

## **24. Performance**

Any undue delays in the execution of the work and/or costs incurred by the Town due to inefficiencies in performance on behalf of the successful Bidder(s) shall be deemed to be the responsibility of that Bidder(s) and as such, any and all costs, as deemed appropriate and reasonable compensation for the Town, will be assessed to the successful Bidder(s).

## **25. Taking the Work out of the Contractor's Hands**

Where the successful Bidder(s) becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Town may, without previous notice and without process or suit at law, terminate the Contract and have it completed by whatever means



are considered necessary. In addition to any other remedy available in law or equity, the Town may use all monies due on the Contract to correct or complete the work.

## **26. Assignment of Contract**

The successful Respondent(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

## **27. Contact(s)**

All enquiries relative to this RFP shall be directed to:

### **Main Contact:**

Joe Sym

Town of Ingersoll- Manager of Facility Operations

[519-485-5023](tel:519-485-5023) - Office

[519-200-4227](tel:519-200-4227) - Cell

[joe.sym@ingersoll.ca](mailto:joe.sym@ingersoll.ca)

97 Mutual St, Ingersoll, ON N5C 1S6

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be circulated in writing as a RFP Addendum to all Respondents who have received the RFP document from the Corporation.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFP; otherwise, a response may not be provided.

## **28. Accessibility for Ontarians with Disabilities (AODA)**

The Accessibility for Ontarians with Disabilities Act was passed in 2005 and its goal is to have a fully accessible Ontario by 2025. As part of that goal, Ontario Regulation 429/07, also known as the Accessibility Standards for Customer Service was enacted. A provision of this regulation is that all municipalities and their suppliers and contractors will comply with the requirements of the regulation by January 1, 2010.

As well, section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation requires persons who provide goods, services or facilities on behalf of the Town ensure training on the Integrated Accessibility Standards Regulation and the Human Rights Code as they pertain to persons with disabilities. The Province of Ontario has developed an Access Forward AODA Integrated Accessibility Standards Regulation Training that can be

taken online at any time.

In order to comply, the Bidder(s), its employees and consultants must have complete the training in accordance with the regulations and must be able to provide proof that training has occurred. By signing the Form of Tender, the Bidder(s) certify that their companies are compliant and the Bidder(s) is able to provide proof of training.

**Either party may terminate the Contract by giving the other party sixty (60) calendar day's written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.**

**Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.**

## **29. Bid Deposit**

The Tender shall be accompanied by a Bid Deposit by way of a bid bond, certified cheque, bank draft, irrevocable letter of credit or money order, in its original form, in the amount of **10%** of the total bid price as shown on page 1 of the Form of Tender, made payable to the Corporation of the Town of Ingersoll. Reproductions and copies will not be accepted.

Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in Ontario. Bid bonds must be irrevocable and open for bid acceptance for at least 60 days from the date of bid opening. Tenders will be rejected and returned if the Bid deposit is not contained within the tender envelope at the opening of tenders.

NOTE. ABOVE DOCUMENT(S)  
MUST BE ENCLOSED IN THE SAME ENVELOPE AS THE TENDER

## Section B – Information Requested from Tenderers

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## 1. Background

The intent of the Request for Proposal is to obtain the services of licensed refrigeration contractor to remove existing IMECO XLC 120 evaporative condenser and supply and install a new Evapco LSC 120E evaporative condenser (or approved equivalent) complete with glycol head cooling loop at the Ingersoll Arena.

## 2. Locations

The required service will be at the following locations:

### **Ingersoll Arena**

97 Mutual St S, Ingersoll, ON N5C 1S6

### **Major Equipment**

1. EVAPCO – LSC 120E Evaporative Condenser
  - a. Secondary Glycol Head Cooling Coil
2. Armstrong Pumps
  - a. Condenser Water
  - b. Oil Cooling

## 3. Supplier Information

<b>Company:</b>	<b>Evapco</b>
<b>Key Contact:</b>	<b>Jim Nesbitt</b>
<b>Phone:</b>	<b>410-756-2600</b>
<b>Email</b>	<a href="mailto:jim.nesbitt@evapco.com">jim.nesbitt@evapco.com</a>

## 4. Mandatory Site Meeting

A mandatory site meeting will be held at the Ingersoll Arena, 97 Mutual St S, Ingersoll ON N5C 1S6. Site meeting time will be 2:00pm on April 19th, 2019. If a contractor fails to be in attendance their bid submission will not be accepted.

## 5. Construction Schedule

RFP Submittal	May 7, 2019 @ 12:30pm
RFP Review/Award	May 8, 2019 @ 12:30pm
Construction Period	8 to 16 Weeks (based on equipment delivery)
Completion Date	August 12, 2019
Start Up Date	August 26, 2019

## 6. Product Equivalency

Please note products that are deemed equivalent to the products listed in RFP must follow the below process for evaluation:

- 6.1 Submittal – contractors must submit the equivalent product for review **1 week prior to closing date and time. In the event this does not take place than the products listed must be priced with your submittal.**
- 6.2 Review – Town will review the equivalents with a 3<sup>rd</sup> Party Consultant to ensure they meet the requirements.
- 6.3 Approval – Town will advise contractor if the products meet or does not meet the requirements 72 hours after received.

## 7. Reference Standards

Selected Contractor must comply with all codes and standards (latest versions) applicable to this type of work, including:

- a) CAN/CSA-B52-99 Mechanical Refrigeration Code, latest revision.
- b) Ontario Electrical Safety Code, latest revision.
- c) ANSI B31.5
- d) ASHRAE 15 Safety Code for Mechanical Refrigeration.
- e) ASME B31.5 Refrigeration Pressure Piping Code.
- f) Boiler and Pressure Vessels Act.
- g) WCB Regulations.
- h) Register the Design with TSSA.

## 8. Drawings & Post Installation Inspection

- 8.1 A complete as-built drawing of the new installation is to accompany the final installation specification, including all piping changes and shall form part of the tender and construction documents.
- 8.2 Relevant documentation from the Technical Standards and Safety Authority, verifying that a pressure test of any new piping has been undertaken and inspected by the local TSSA representative.
- 8.3 All documentation pertaining to the acquisition of a new Provincial Registration number is to accompany the final installation.
- 8.4 All equipment drawings and details to be reviewed and stamped by a PEO, professional engineer accredited in the Province of Ontario.

## **9. Manuals**

- 9.1 Provide three copies of operating and maintenance manuals for the equipment covered under this contract, including an as-built drawing. All equipment, drawings and details to be reviewed and stamped by a PEO, professional engineer accredited in the Province of Ontario.

## **10. Warranty**

- 10.1 One year parts and labour warranty from start-up date. Including 2 hour emergency response time in the event of failure of the system.

## **11. Refrigerant Piping and Valves**

- 11.1 All Ammonia refrigerant piping shall conform to the latest edition of the ASME B31.5 Refrigeration Pressure Piping Code and CSA B52 Mechanical Refrigeration Code.  
11.2 All refrigerant piping 1" and larger shall be socket welded or butt-welded. All refrigerant piping up to and including 3/4" shall be threaded or socket welded  
11.3 All Ammonia pressure relief valves shall be sized and piped to a suitable location as defined in the CSA B52 Mechanical Refrigeration Code.

### **Secondary/Water Piping and Valves**

- 11.4 Brine piping shall be schedule 40 ASTM A53 grade A or B ERW pipe  
11.5 Isolation valves for the glycol and brine pump for safe, convenient operation and maintenance. Butterfly valves shall be full lug type with trim selection compatible with fluid being handled. All butterfly valves shall have lever handle operator.

### **Pressure Gauges and Thermometers**

- 11.6 Supply and install all necessary gauges and thermometers. Gauges shall be liquid filled and a minimum 4" diameter complete with gauge valves. Gauges shall be Marsh or approved equal, and constructed of material compatible with fluid being measured. Compressor thermometers shall be 5" stem with adjustable stem angle and separable stainless steel wells.

## **12. Insulation**

- 12.1 Provide insulation on low temperature lines and vessels. Package and field installed insulation to be Trymer XP extruded polystyrene with an effective vapour barrier and a white PVC jacket.  
12.2 Install insulation per manufacturer's recommendations.

### 13. Painting

- 13.1 Any shop fabricated package steelwork and piping shall be painted with one coat of primer and one coat of industrial finish enamel.
- 13.2 All field fabricated steel shall be painted with a primer, and final coat as per that of the Owner.

### 14. Identification

- 14.1 All primary refrigerant lines and water lines pertaining to the ice rink refrigeration system will be identified after painting and insulation as to the substance in the pipe, and the direction of flow. All lines penetrating a wall section must be immediately identified on either side of the wall. Markers shall be Brady (or equal).

### 15. Evaluation Criteria

The Town will conduct the evaluation of Request for Quotations (RFQ) in the following criteria

**Each category will be weighted as shown to reflect the goals for the RFQ.**

Description	Weight	Points	Maximum Total Points
<b>A: Vendor Information</b>	10		10
<b>B: Refrigeration Mechanics</b>	10		10
<b>C: Experience</b>	30		30
<b>D: Financial</b>	50		50
<b>Total</b>	100		100

**The following Individual Sections are to be separated by a divider sheet and tabbed accordingly:**

#### **A: Vendor Information (10)**

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- Contractor Location (s)
- Office Location
- Address
- Dedicated Account Manger
- Phone
- Email

Scoring

2 Points will be awarded for each confirmed criteria.

Note that a score of 0 will be given if false information is provided by the submitting company.

**B: Refrigeration Mechanics (10)**

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Demonstrated experience (acquired and combined) in the area of Recreational refrigeration is considered an asset. Please note, only Certified Refrigeration Mechanics with a minimum five (5) years' experience as licensed ammonia mechanic will be utilized when performing the scope of work.

Provide a list of five (5) Refrigeration and Air Conditioning Systems Mechanics that have an active membership with a classification of a Journeypersons Class.

List must include:

Mechanic Name	Trade Qualification	Trade Code	Recognition Type	Membership #
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Confirmation – The Town will be verifying the list provided to confirm mechanic active license utilizing the Ontario College of Trades Website – “Find a Member Public Search”;

<http://www.collegeoftrades.ca/>

Scoring:

2 Points will be awarded for each licensed mechanic that has an active membership status.

Note that a score of 0 will be given if false information is provided by the submitting company.

**C: Experience (30)**

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Experience – Contractor to provide a list of ten (10) installations in the past 3 years to verify contractor experience.

List must include:

Contact Name	Contact Phone	Site Location	Equipment Info	Year Complete
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Confirmation – Town will be contacting min of 3 x contacts provided to verify contractor experience



Scoring:

3 Points will be awarded for each reference with correct information.

Note that a score of 0 will be given if false information is provided by the submitting company.

## **D: Financial (50)**

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Pricing is worth **50** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each respondent will receive a percentage of the total points allocated to Lump Sum price, which will be calculated in accordance with the following formula:

For example, if a respondent bids \$20,000.00 for the Lump Sum Price and that is the lowest bid priced in that, that respondent receives 100% of the points.

$$20,000/20,000 = 100\% \times 50 = 50 \text{ points}$$

A respondent who bids \$25,000.00 receives 80% or 40 points

$$20,000/25,000 = 80\% \times 50 = 40 \text{ points}$$

Lowest total price

----- x Total available points = Score for quotation with the second- Second-lowest total price lowest price

Lowest total price

----- x Total available points = Score for quotation with third-lowest

Third-lowest total price

And so on, for each quotation.

In the event of a tie score, the selected Respondent will be determined in accordance with the Town or Town's Purchasing Procedures

## 16. Scope of Work

### Existing



#### Scope Overview:

- A. Remove Existing IMECO 120 Evaporative Condenser
- B. Supply & Install Evapco LSC 120E evaporative condenser (or approved equivalent) complete with external service platform with ladder, safety cage, and motor davit with base
- C. Supply & Install Two (2) New 6" I Beams c/w rust proof paint to be installed lengthwise on existing steel structure
- D. Supply & Install Condenser Fan VFD c/w bypass

#### **Condenser - Scope of Work**

This Section of the Contract includes all Ice Rink Equipment work called for, or implied, together with all necessary incidentals, whether referred to or not, as will be required to complete the work to the full intent and meaning of the specifications. The work includes, but is not limited to the following:

- 16.1 Contractor must be T.S.S.A approved

- 16.2 Contractor to supply and install One (1) Evapco Model LSC 120E evaporative condenser complete with external service platform with ladder, safety cage, and motor davit with base.
  - a. Evaporative Condenser CapaTown – 80 TR @ 95 F CT/76 F WB/10 F SST
  - b. Glycol Loop CapaTown – 100 MBH with 95 F EGT/85 F LGT
- 16.3 Ammonia Removal - Contractor will safely remove the entire ammonia charge from the refrigeration system. The charge must be removed into a recovery/transport vehicle where existing arena equipment shall not be used to pump down the system to ensure the non-condensable(s) are removed out of the system.
- 16.4 Contractor is responsible for providing the crane to remove and lift the new condensers in place.
- 16.5 Contractor is to remove and dispose existing condensers in an environmentally sound manner.
- 16.6 Contractor is to install a new Armstrong 4030 – 3x2x8 – 5 HP pump (no alternatives) c/w new starter in existing panel.
- 16.7 Pump CapaTown: 180 Usqpm at 50Ft; water
- 16.8 Contractor to supply two (2) new appropriately sized isolation valves around pump
- 16.9 Contractor is responsible for installing a new appropriately sized SCH 40 steel pipe main from pump to condenser inlet.
- 16.10 Contractor is responsible for modifying the ammonia and water pipe.
- 16.11 Contractor is to install two (2) new appropriately sized isolation valves on the ammonia pipe outside near the condenser to ensure the unit can be isolated for service.
- 16.12 Contractor is responsible for installing two (2) ¾” purge valves on the ammonia lines to ensure air can be removed from the system.
- 16.13 Supply and Install appropriately sized Variable Frequency Drive (VFD) for condenser fan motor complete with bypass:
  - c. Variable Frequency Drive shall be ABB ASC550 Series (no alternatives)
  - d. Line Reactor & Enclosure shall be ABB ASC550 Series (no alternatives)
  - e. Engineered Wiring Drawings must be complete by the selected contractor
  - f. Programming of the VFD must be completed by the selected contractor
- 16.14 Condenser Supports
  - g. Contractor to confirm with structural engineer that the existing structure can be reused.
  - h. If approved existing condenser stand will be reused and two coats of rust proof paint will be applied to the existing I Beams
  - i. Supply & Install Two (2) New 6” I Beams c/w rust proof paint to be installed lengthwise on existing steel structure
- 16.15 Contractor is responsible for necessary wiring and control modifications (if applicable)
- 16.16 Paint with primer and final coat complete with identification labels.
- 16.17 Contractor is responsible to schedule and pay (as required) inspections by governing bodies (i.e. ESA. TSSA)
- 16.18 The contractor is responsible for the complete integration to the existing refrigeration control system
- 16.19 The contractor is responsible for installing the ammonia back into the system and bleed air for efficient operation

16.20 Start-up and testing and complete passivation in accordance to manufacturers' recommendations for complete warranty coverage. (contractor responsible for Water Passivation at start up)

### Glycol Head Cooling Loop - Scope of Work

16.21 Contractor to remove and dispose existing head cooling system c/w pump

16.22 Contractor has to acid wash compressors to remove all existing scale build up

16.23 Contractor to replace hoses on compressor head cooling complete with clamps

16.24 Contractor is to install a new Armstrong 4380 – 1.5x1.5x8 – 1.5 HP pump (no alternatives) c/w new starter in existing panel.

16.25 Pump CapaTown: 15 Usgpm at 40Ft; 45% ethylene glycol

16.26 Contractor is to install a new 1 ½" SCH 80 mains from the condenser glycol coil connections to inside the refrigeration room complete with hangers

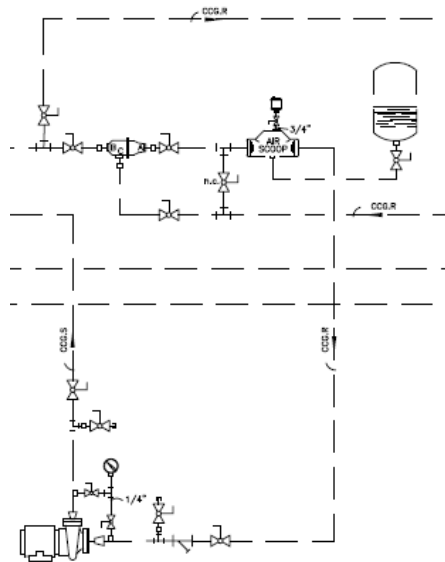
16.27 Contractor is to install new ¾" SCH 80 steel pipe supply & return lines from the main to each compressor

16.28 Contractor is to supply and install new solenoid valves to each compressor complete with ¾" full port isolation ball valves on either side of solenoid valve

16.29 Contractor is to supply and install an appropriately sized Armstrong bladder tank

16.30 Contractor is to supply and install AMOT Valve, TACO Hy-Vent and Air Scoop in the closed loop glycol head cooling loop.

16.31 Contractor is responsible to install full port ball valves, charging connection and gauges outlined in below diagram



16.32 Contractor is responsible for necessary wiring and control modifications (if applicable)

16.33 Paint with primer and final coat complete with identification labels.

16.34 Contractor is responsible to schedule and pay (as required) inspections by governing bodies (i.e. ESA. TSSA)

16.35 Charge System with 40% Ethylene Glycol, start up and bleed air to ensure proper operation of compressor head cooling system

**17. FORM OF TENDER**

**FOR THE PROVISION OF: Condensor Replacement at Ingersoll Arena**

**AS SUPPLIED BY:\_\_\_\_\_**

**FIRM NAME**

**ADDRESS**

**POSTAL CODE**

**HEREIN AFTER CALLED THE BIDDER**

**TO: THE CORPORATION OF THE TOWN OF INGERSOLL  
130 Oxford St, 2<sup>nd</sup>  
Floor Ingersoll , ON  
N5C 2V5**

**HEREIN AFTER CALLED THE CORPORATION**

**THE RESPONDENT DECLARES**

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this Tender or in the award for which this Tender is made.
2. No member of Council, officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
3. This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender for the same and is in all respects without collusion or fraud.
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document.

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

**ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA**

**This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda.**

<b>ADDENDUM #</b>	<b>DATE RECEIVED</b>
# _____	_____
# _____	_____

**Check here if NO Addenda received**

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

<b>RESPONDENT INFORMATION FORM</b>
------------------------------------

**Bidders must complete this form and name one person to be the contact for the RFT response and for any clarifications or amendments that might be necessary.**

1.	Full Legal Name of Respondent:	
2.	Any Other Relevant Name Under Which the Respondent Carries on Business:	
3.	Street Address:	
4.	City, Province/State:	
5.	Postal/Zip Code	
7.	Office Phone Number:	
8.	Office Fax Number:	
9.	Company Website (if any):	
10.	WSIB Clearance Number (if applicable):	
11.	HST Account Number:	
12.	RFT Contact Person's Name and Title:	
13.	RFT Contact Person's Office Phone Number:	
14.	RFT Contact Person's Cell Phone Number:	
15.	RFT Contact Person's Fax Number:	
16.	RFT Contact Person's E-mail:	

\_\_\_\_\_  
RESPONDENT'S NAME  
& TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**FORM OF TENDER**

To: Joe Sym, Manager, Facility Operations  
Town of Ingersoll  
97 Mutual Street,  
Ingersoll, ON  
N5C 1Z7

Gentlemen:

Attached you will find a certified cheque for the sum of 10% of the Contract Price:

\_\_\_\_\_  
(Name of Company)

in accordance with the General Conditions.

Having examined the site and all conditions affecting the Work, we, the undersigned General Contractor propose to furnish all labour, equipment and materials and complete the Contract as called for by the said Documents in the time specified for the following amount:

(a) Work (exclusive of trades below)	\$ _____
(b) Contingency	\$ _____
Sub-Total of Above	\$ _____
13% Harmonized Sales Tax (on sub-total)	\$ _____
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ _____</b> =====

\_\_\_\_\_/100 Dollars  
(Total Contract Amount to be Written in Full)

The above Total Contract Amount includes all Harmonized Sales Tax (H.S.T.). It is specifically understood that the Contingency is to be expended only as directed by the consultant, and that any unused portion of this allowance shall revert to the Owner.

**FORM OF TENDER (cont'd)**

We agree to guarantee all of the Work for a minimum period of one (1) year from the date of acceptance (substantial completion) of same by the Consultant.

If awarded the Contract, we agree to complete the Work finally by August 12, 2019.

The following is a list of the sub-trades we propose to use (if any):

<u>TRADE</u>	<u>NAME OF SUBCONTRACTOR OR SUPPLIER</u>
Contractor #1	_____
Contractor #2	_____

We, the undersigned General Contractor, by this Tender, offer to complete the Contract in accordance with the terms contained herein.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Witness \_\_\_\_\_  
Signature of Authorized  
Person signing for General  
Contractor

\_\_\_\_\_  
Corporate Name of General Contractor

\_\_\_\_\_  
Address of General Contractor

\_\_\_\_\_  
Telephone Number



**18. BIDDERS'S EXPERIENCE**

We declare that we have the following experience in similar work which we have successfully completed.

Year	Description Of Contract	For Whom Work Performed	Value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

## 19. CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Contractor(s): \_\_\_\_\_

The Town of Ingersoll is committed to:

- i. The prevention of workplace injury and illness to all workers at Municipal locations.
- ii. The belief that contractor safety is compatible with the safety policy of the Municipality and is good business.
- iii. Assuming a leadership role by citing contractors for any violations of the contract.
- iv. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.
- v. For long term contracts, or contracts involving pre-selected contractors, the Town reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Municipality.

Contractor's Statement of Responsibility:

As a contractor retained to perform work for the Town of Ingersoll, I/we accept the following health and safety responsibilities:

- i. I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies and procedures, department and site specific policies and procedures and all applicable legislation or regulations.
- ii. I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of work.
- ii. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional, or Satisfactory-Unaudited.
- iv. I/we will advise the Municipality if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

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Contractor

Name of Person Signing for Contractor

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Signature of Contractor

Date

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

**20. TENDER EXECUTION**

We agree that:

- 1) This Tender will be irrevocable until the expiry of the acceptance period stipulated in the Terms and Conditions and that failure to leave the Tender so open shall result in forfeiture of the Tender Deposit as liquidated damages: and
- 2) Notification of acceptance of the Tender shall be in writing, and may be sent by prepaid post; and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification; and
- 3) We will commence the Work as specified, proceed continuously, and complete all Work within the time provided for in the above "Completion Date"; and
- 5) The Contract Work shall be performed in accordance with the terms and the requirements of the Contract Documents and
- 6) We and/or our subcontractors will carry out any additional or extra Work (including the supply of any additional materials or equipment pertaining thereto) or will delete any Work as may be required by the Municipality in accordance with this Contract.

We declare that:

This Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same Work and in all respects fair and without collusion of fraud; and

- No member of the Municipal Council, and no officer or employee of the Municipality is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise 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 monies to be derived there from.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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Name of Witness	NAME OF TENDERER
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Signature of Witness	AUTHORIZING SIGNATURE OF TENDERER
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TITLE