



# Tender Opportunity

Title: **RHCC Refrigeration Ice Plant Replacement**

Reference #: **RHCC 2026 - 2**

Closing Date: **January 16th, 2026**

Closing Time: **1:00 pm** Late Submissions will not be accepted.

Location: Township of Huron-Kinloss Municipal Office  
21 Queen Street  
PO Box 130  
Ripley, ON, N0G 2R0

Attention: **Mike Fair**  
Email: **[mfair@huronkinloss.com](mailto:mfair@huronkinloss.com)**  
Phone: 519-395-3735  
Fax: 519-395-4107

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# 1. Introduction

## 1.1 Purpose

The purpose of this tender is to select a service provider (or service providers) to perform the services ("Services") described in Schedule A.

## 1.2 Definitions

**"Authorized Agent"** is a representative of the Proponent who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.

**"Award"** is the acceptance of a bid in accordance with this tender, as evidenced by the Township of Huron-Kinloss written notification to the selected Proponent.

**"Bid"** is a written offer, in a specified form, received from a Proponent in response to a tender to provide goods and services based on the approved format of the Township of Huron-Kinloss containing terms and conditions.

**"Bid Package"** is the submitted package that includes the bid and any documents requested for evaluation.

**"Budget"** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Township on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.

**"Change Order"** is a written order issued from the Township of Huron-Kinloss that changes the scope or specifications of any project.

**"Consultant"** means person who, by virtue of professional expertise of service is contracted by the Township of Huron-Kinloss to undertake a specific task or assignment. Examples include: a planner completing a specific study; an architect or engineer drawing plans for a particular building or project; a lawyer representing the Township of Huron-Kinloss for a particular legal matter; an appraiser providing an opinion of value on an asset; etc.

**"Contract"** means legal agreement to be entered into by the selected Proponent and Township of Huron-Kinloss.

**"Council"** mean the elected representatives of the people of the Township of Huron-Kinloss with respect to municipal administration.

**"Evaluation Team"** means the team appointed by the Township of Huron-Kinloss.

**"Goods and/or Services"** means those goods and/or services set out in this bid sought to be procured by the Township of Huron-Kinloss as a result of this tender opportunity.

**"Insurance Certificate"** a certified document issued by an insurance company licensed to

operate by the Government of Canada or the Province of Ontario.

**“Mandatory Performance Specification”** means requirements that the selected Proponent is obligated to perform under the contract.

**“May”** used in this tender document shall be permissive and discretionary but recommended.

**“Proponent”** is the Person who submits a bid.

**“Shall”** used in this tender document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.

**“Should”** used in the tender document is a permissive and discretionary request but is recommended.

**“Will”** used in this tender document is a mandatory requirement.

**“Tender”** means an invitation issued by the Township of Huron-Kinloss to supply a Good or Service for a fixed price where specifications may be difficult to define or are restrictive in nature.

**“Township”** means The Corporation of the Township of Huron-Kinloss

**“Township Representative”** has the meaning set out in section 2.6.

**“Responsible Bidder”** is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**“Responsive Bidder”** is a contractor, business entity or individual who has submitted a tender that fully conforms in all material respects to the tender and all its requirements, including all form and substance.

## **2. Instructions to Proponents**

### **2.1 Closing Time and Address for Bid Delivery**

Bids for this tender must be submitted to the Township of Huron-Kinloss at the office of:

Name: **Mike Fair**  
Address: Township of Huron-Kinloss  
21 Queen Street  
Ripley, Ontario  
N0G 2R0  
  
Email: mfair@huronkinloss.com  
Fax: 519-395-4107

On or before the following date and time (the "Closing Time"):

Time: **1:00 pm**  
  
Date: **January 16th, 2026**

### **2.2 Site Inspection or Information Meeting**

***Site inspection is mandatory. Contact Mike Fair for an appointment at 519-395-2909.***

### **2.3 Number of Copies**

The Proponent should submit one original copy of the Form of Tender.

### **2.4 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for extension of the Closing Time.

### **2.5 Amendments to Proposals**

Bids may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or emailed amendments are permitted, but such amendment may show only the change to the bid price(s) and in no event disclose the actual bid price(s). A Proponent bears all risk that the Township's equipment functions properly to facilitate timely delivery of any amendment.

## 2.6 Inquiries

All inquiries related to this tender should be directed in writing to the person named below (the "Township Representative"). Information obtained from any person or source other than the Township Representative may not be relied upon.

Name: **Mike Fair**  
Address: Township of Huron-Kinloss  
21 Queen Street  
Ripley, Ontario  
N0G 2R0  
  
Phone: 519-395-2909  
Fax: 519-395-4107  
Email: **mfair@huronkinloss.com**

Inquiries should be made by **(January 12th, 2026, 5 days before closing)**. The Township of Huron-Kinloss reserves the right not to respond to inquiries made after the inquiry closing deadline. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Township.

Proponents finding discrepancies or omissions in the Contract or tender or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative. If the Township determines that an amendment is required to this tender, the Township Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this tender or may be relied upon by any Proponent.

**Accessible Documentation:** Should you require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Township Representative(s) listed in section 2.6.

## 2.7 Addenda

If the Township of Huron-Kinloss determines that an amendment is required to this tender, the Township Representative will issue a written addendum by posting it on the Bids and Tenders page on the Township's active website at [www.huronkinloss.com/bids-and-tenders](http://www.huronkinloss.com/bids-and-tenders) that will form part of this tender. It is the responsibility of Proponents to check the Township's Website for addenda. The only way this tender may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this tender or may be relied upon by any Proponent. By delivery of a bid, the Proponent is deemed to have received, accepted, and understood the entire tender, including any and all addenda.

## **2.8 Examining of Contract Documents and Site**

Proponents will be deemed to have carefully examined the tender, including all attached schedules, the contract, and the site (as applicable) prior to preparing and submitting a bid with respect to any and all facts which may influence a bid.

## **2.9 Opening of Proposals**

Proposals will be opened on **January 16th, 2026, at 1:30 pm.**

## **2.10 Status Inquiries**

All inquiries related to the status of this tender, including whether a Contract has been awarded, should be directed to the Township Representative.

# **3. Tender Submission Form and Contents**

## **3.1 Package**

Hard copy(ies) of Proposals are to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and Reference Number.

## **3.2 Form of Tender**

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Tender Form:

- The bid shall be completed and signed with the authorized signature of the Proponent or of a designated official.
- All bid information and pricing shall be legibly written in ink or by computer.
- The Proponent is required to detail a project timeline that indicates when deliverables will be produced having regard to the preferred timeline set out in the Schedule to this document.

## **3.3 Signature**

The legal name of the person or organization submitting the bid should be included on all forms. The Form of Tender should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Form of Tender should be executed by all the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Form of Tender on behalf of the corporation is submitted.
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or



joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Township that the person(s) signing have signing authority for the partnership or joint venture).

- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

## **4. Evaluation and Selection**

### **4.1 Evaluation Team**

The evaluation of the bids will be undertaken on behalf of the Township by the Evaluation Team. The Evaluation Team may consult with others including Township staff members, Municipal partners, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Township.

### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all bids to determine the Proponent's strength and ability to provide the Services to determine the bid, which is most advantageous to the Township, using the following criteria:

#### **Quality and Completeness of Bid      15%**

The evaluation team will consider the bids completeness. The presentation and ease of understanding will be evaluated. The ability to directly tie the bid back to the tender requirements will be ranked more favourably.

#### **Experience, Reputation and Resources      25%**

The Evaluation Team will consider the proponents demonstrated experience on similar engagements, key personnel, and references where applicable. Proponents should include the features of their services that give them a competitive advantage and include the level of staff certification.

#### **Workplan and Timelines      30%**

The bid should include narrative that illustrates an understanding of the Township's requirements and Services. The Evaluation Team will consider the general approach and methodology that the Proponent would take in performing the services. The bid narrative should include how the Proponent will complete the scope of Services, manage the Services, and accomplish the required objectives with the Township's schedule as well as include a description of the standards to be met and evaluated in the deliverable.

Proponents shall provide a schedule of activities and associated costs over the proposed period of the engagement.

**Financial                      30%**

The total proposed pricing shall be inclusive, including but not limited to, mileage, disbursements, and travel time along with all works as described within the tender document. HST must be shown separately where applicable.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the bids by comparing one Proponent's bid to another Proponent's bid. All criteria considered will be applied evenly and fairly to all bids. The evaluation is for internal use only.

**4.3            Discrepancies in Proponent's Financial Bid**

If there are any obvious discrepancies, errors or omissions in the Proponent's financial bid, the Township of Huron-Kinloss shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the bid as submitted.

**4.4            Litigation**

In addition to any other provision of this tender, the Township of Huron-Kinloss may, in its absolute discretion, reject a bid if the Proponent, or any officer or director of the Proponent submitting the bid, is or has been engaged directly or indirectly in legal action against the Township of Huron-Kinloss, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether to reject a bid under this section, the Township of Huron-Kinloss will consider whether the litigation is likely to affect the Proponent's ability to work with the Township of Huron-Kinloss, its consultants and representatives and whether the Township of Huron-Kinloss will incur increased staffing and legal costs in the administration of the Contract if it is awarded to the Proponent.

**4.5            Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any bid, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a bid.

## **4.6 Interviews**

The Evaluation Team may, at its discretion, invite some or all the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

## **4.7 Multiple Preferred Proponents**

The Township of Huron-Kinloss reserves the right and discretion to divide up the Services; either by scope, geographic area, or other basis as the Township of Huron-Kinloss may decide and select one or more Preferred Proponents to enter into discussions with the Township for one or more Contracts to perform a portion or portions of the Services. If the Township of Huron-Kinloss exercises its discretion to divide up the Services, the Township will do so reasonably having regard for the tender and the basis of the bids.

In addition to any other provision of this tender, bids may be evaluated based on advantages and disadvantages to the Township of Huron-Kinloss that might result or be achieved from the Township of Huron-Kinloss dividing up the Services and entering into one or more Contracts with one or more Proponents.

## **4.8 Negotiation of Contract and Award**

If the Township of Huron-Kinloss selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - i. Clarification of any outstanding issues arising from the Preferred Proponent's bid.
  - ii. Negotiation of amendments to proposed work plan and/or scope of the bid of the Preferred Proponent.
  - iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Services if:
    - 1. The Preferred Proponent's financial bid exceeds the Township's approved budget, or
    - 2. The Township of Huron-Kinloss reasonably concludes the Preferred Proponent's financial bid includes a price that is unbalanced, or
    - 3. A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's bid; or

- iv. If at any time the Township of Huron-Kinloss reasonably forms the opinion that a mutually acceptable agreement is not likely reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Township may then either open discussions with another Proponent or terminate this tender and retain or obtain the Services in some other manner.

## **5. Selected Proponent Standard Terms and Conditions of Contract**

The Performance Standard Terms and Conditions form a part of each bid and shall apply to the Selected Proponent's contract for the award. The Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive tender document, contract, or agreement. In the event of a conflict or inconsistency, the terms, and conditions in this section of the tender will govern.

## **6. Insurance**

The Selected proponent shall submit the required insurance certificate within seven days of notification for the award.

### **6.1 Professional Liability Insurance/Error and Omissions Insurance**

Without restricting the generality of the Indemnification provisions, the Services Providers shall, during the term of this Agreement, provide, maintain, and pay for:

- 1) Commercial General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Services Provider and shall name the Township of Huron-Kinloss as an additional insured thereunder.

The Commercial General Liability insurance shall include coverage for:

- Premises and operations liability.
- Products or completed operations liability.
- Blanket agreement liability
- Cross liability
- Severability of interest clause
- Contingent employers' liability
- Personal injury liability
- Owner's and services provider's protective coverage
- Liability with respect to non-owned licensed motor vehicles

- 2) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property; and

- 3) Professional Liability insurance with a policy limit for each single claim of not less than \$2,000,000.00.

The Services Provider shall provide the Corporation with proof, in a form satisfactory to the Corporation, of the insurance required under this section prior to the commencement of work.

If the Corporation requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Services Provider shall endeavor forthwith to obtain such increased or special insurance at the Corporation's expense.

All the above insurance policies shall contain an endorsement to provide all Named Insured and Additional Insured with thirty (30) days prior written notice of cancellation in whole or in part.

## **6.2 Workplace Safety and Insurance**

The Proponent certifies that it is in full compliance with the Workplace Safety and Insurance Act. A copy of a Clearance Certificate from the Workplace Safety and Insurance Board must be submitted by the Proponent upon notification of the award of the contract and prior to commencing work.

## **7. Termination of Contract**

Subject to the provisions below, the Contract may be terminated by the Township of Huron-Kinloss upon thirty (30) days advance written notice to the Proponent. If any work or service hereunder is in progress, and not completed as of the date of termination, then the Contract may be extended upon written approval of the Township until said work or services are completed and accepted.

- (a) Termination for Convenience – The Township of Huron-Kinloss may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- (b) Termination for Cause – In the event of Termination for Cause, the thirty (30) days advance notice is waived, and the Proponent shall not be entitled to termination costs.
- (c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years – If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract, in a subsequent fiscal year, then the Contract shall be cancelled and, to extent permitted by law, the Selected Proponent shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services delivered under the Contract.

## **8. Billing and Invoices**

All payments will be made within 30 days from receipt of an approved invoice. Where there is a question of non-performance involved, payment in whole or in part against which charge back any adjustments required, will be withheld.

The Township of Huron-Kinloss has implemented electronic payments for our Vendors. Payment schedules may be negotiated with the Proponent. The preferred method of payment will be Electronic Transfer (EFT) directly into the Vendor's bank account. The successful Proponent shall complete the provided EFT Form after notification of contract award.

## **9. General Conditions**

### **9.1 No Township Obligation**

This tender is not a contract and does not commit the Township of Huron-Kinloss in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Township of Huron-Kinloss reserves the right to at any time reject all bids, and to terminate this tender process.

### **9.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting bids, and for any meetings, negotiations, or discussions with the Township of Huron-Kinloss or its representatives and consultants, relating to or arising from this tender. The Township of Huron-Kinloss and its representatives, agents, consultants, and advisors will not be able to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a bid, or participating in negotiations for a Contract, or other activity related to or arising out of this tender.

### **9.3 No Contract**

By submitting a bid and participating in the process as outlined in this tender, Proponents expressly agree that no contract of any kind is formed under, or arises from, this tender, prior to the signing of a formal written Contract.

### **9.4 Conflict of Interest**

A Proponent shall disclose in its bid any actual or potential conflicts of interest and existing business relationships it may have with the Township of Huron-Kinloss, its elected or appointed officials or employees. The Township of Huron-Kinloss may rely on such disclosure.

## **9.5 Solicitation of Council Members, Town Staff and Town Consultants**

Proponents and their agents will not contact any member of the Huron-Kinloss Council, Township of Huron-Kinloss staff or Township of Huron-Kinloss consultants with respect to this tender, other than the Township Representative names in section 2.6, at any time prior to the award of a contract or cancellation of this tender.

## **9.6 Confidentiality**

All submissions become the property of the Township of Huron-Kinloss and will not be returned to the Proponent. All submissions will be held in confidence by the Township unless otherwise required by law. Proponents should be aware that the Township of Huron-Kinloss is a “public body” defined by and subject to the Freedom of Information and Protection of Privacy Act of Ontario.

## **9.7 Occupational Health and Safety**

The proponent has read and agrees to comply with the Township of Huron- Kinloss’ Corporate Statement regarding Occupational Health and Safety while conducting any meetings, inspections, etc. required to administer this bid or a resulting policy.

## Schedule A - Services

### Background Arena Ice Plant Replacement

The existing arena ice plant is aging and increasingly inefficient, leading to higher maintenance costs and inconsistent ice quality. The system no longer meets modern energy, safety, and environmental standards. Replacing the ice plant will provide a reliable, energy-efficient system that ensures optimal ice conditions, reduces operational costs, and complies with current safety and regulatory requirements.

### Deliverables

The successful bidder (the "Contractor") shall provide:

#### Arena Refrigeration Plant Replacement – Scope of Work

##### 1. General Requirements

The Contractor shall provide all labor, materials, equipment, commissioning services, and documentation required to remove, supply, install, integrate, and commission a fully operational arena refrigeration plant. All work shall comply with applicable codes, standards, and regulatory requirements including, but not limited to, TSSA, ESA, ASHRAE, IIAR, and municipal regulations.

##### 2. Demolition and Removal

2.1 Decommission and remove the existing refrigeration plant equipment as identified by the Owner.

2.2 Remove refrigerant, brine (Brine to be stored and re-used), glycol, and associated fluids in accordance with environmental regulations.

2.3 Protect all existing infrastructure designated to remain, including the existing control panel.

2.4 Dispose of all removed equipment and materials legally and safely.

##### 3. New Refrigeration Equipment Supply and Installation

The Contractor shall supply the following equipment, factory-new, sized and selected to meet the arena's refrigeration load:

3.1 Two (2) glycol-cooled Mycom compressors complete with high-efficiency motors, shaft couplings, oil separators, and vibration isolation and soft starts.

3.2 One (1) shell-and-tube chiller, designed for arena brine system duty.

3.3 One (1) brine circulation pump complete with high-efficiency motor and soft start.

3.4 One (1) brine expansion tank with fittings, gauge, and isolation valves.

3.5 One (1) adiabatic condenser with high-efficiency fan motors, controls, (**access platform by**



**owner), and winter operation features including insulated water supply line with heat tracer and isolation valve with drain for exterior water lines. **Engineered Drawing for stand to be provided to owner to be constructed and installed by local contractor and Owner. Stand not to be included in the tender.****

3.6 One (1) fire box for equipment room emergency purge and ventilation integration.

3.7 One (1) gas detection panel with calibrated sensors for ammonia or CO<sub>2</sub> (as applicable), strobes, alarms, and relay outputs in Zamboni room and with secondary visual screen in the ice plant room.

3.8 One (1) brine filtration system including strainer , 10 filters and isolation valves.

3.9 One (1) heat recovery system (de-superheater) and 200-gallon storage tank to pre-heat potable domestic water. Heat recovery system engineered to maximize efficiency and savings anticipated.

Plumbing to water heaters will be responsibility of Owner.

3.10 Install and supply any addition softstarts or VFDs for all other motors or equipment if required.

3.11 All ancillary components: valves, fittings, piping, supports, insulation, sensors, gauges, safeties, and refrigerant.

#### **4. Controls and Integration**

4.1 Provide new refrigeration plant control software compatible with the existing control panel, which will be reused and managed vis desktop computers or app thru phone.

4.2 Integrate all field devices, compressors, pumps, sensors, condenser controls, gas detection, and safety interlocks.

4.3 Provide remote monitoring capability and alarm reporting.

4.4 Update control schematics and provide all programming files to the Owner.

#### **5. Mechanical and Piping Work**

5.1 Install new refrigerant, glycol, and brine piping as required, including supports and insulation.

5.2 Remove, store, and re-use brine, install new brine filter, and refill brine to specified concentration.

5.3 Coordinate penetration work, housekeeping pads, equipment leveling, and anchoring.

5.4 Provide vibration isolation for all rotating equipment.

#### **6. Electrical Work**

6.1 Provide all power distribution modifications to support new equipment.

6.2 Connect all motors, controls, safeties, sensors, and communication lines.

6.3 Perform insulation resistance ("megger") testing and provide reports.

6.4 Update panel schedules, wiring diagrams, and as-built documentation.

## **7. Commissioning and Startup**

7.1 Perform all pre-start checks, flushing, leak testing, pressure testing, and charging.

7.2 Complete functional testing for compressors, chiller, condenser, pumps, safeties, gas detection, heat recovery, and controls.

7.3 Provide manufacturer startup for compressors, condenser, and controls.

7.4 Provide training for Owner staff.

## **8. TSSA, ESA, and Regulatory Compliance**

8.1 Prepare, submit, and manage all TSSA submissions including drawings, design registration (if required), and inspections.

8.2 Arrange for and coordinate ESA inspections.

8.3 Provide stamped drawings by a licensed Professional Engineer.

## **9. Documentation and Closeout**

9.1 Provide as-built drawings (mechanical, electrical, controls).

9.2 Submit equipment submittals, O&M manuals, commissioning reports, and test results.

9.3 Provide warranty documentation for all equipment and workmanship.

## **10. Used Equipment Credit**

10.1 Provide a credit dollar figure list for any or all used equipment, and the owner will determine if using credit, keeping for back-up.

## **Timeline**

All work must be completed by **September 11th, 2026**.

## **TO BE ADDRESSED IN THE BID BELOW:**

### **Costs**

An itemized list of components and associated costs and any equipment credits if applicable.

Total Project Cost (including disbursements and H.S.T.) to include all matters itemized in the Terms of Reference and to cover all disbursements.

All sub-consultants and their fees must be identified, and costs included in the upset limit.

## **Confidentiality**

The successful proponent must demonstrate experience and have controls in place to deal with confidential information. The successful proponent will potentially have access to sensitive data and must demonstrate how confidentiality will be maintained.

## **Terms and Conditions**

The Township of Huron-Kinloss will not provide payment for tender submissions.

All submission become property of the Township of Huron-Kinloss and will not be returned to the proponent. All submissions will be held in confidence by the Township unless otherwise required by law.

The Township reserves the right to request clarification or additional information from a proponent in order to evaluate the bids.

A signed contract including the payment schedule will be required prior to work commencing on the project.

The Township also reserves the right to negotiate variations to the bid if it is deemed beneficial to the Township.

The proponent is responsible for maintaining liability insurance of not less than two million (\$2,000,000).

The proponent is responsible for maintaining compliance with the Workplace Safety and Insurance Act.

The proponent represents and certifies that all of the vehicles and equipment that will be used to carry out this contract shall be parked or stored at a property which is lawfully zoned for such purposes, failing which this contract may be terminated by the Township without cost or penalty to the Township. The Contractor shall provide such information in this regard as required by the Township to evidence such compliance.

The proponent represents and certifies they have no outstanding taxes, levies, fees, charges, or fines which are payable, either directly or indirectly, to the County of Grey or to the Township of Huron-Kinloss, and if the Township of Huron-Kinloss is or becomes aware of any such outstanding taxes, levies, fees, charges, or fines, then those amounts may be set-off against any monies payable to the contractor under this contract.

The proponent represents and certifies they will comply, and are presently in compliance, with all relevant federal, provincial, and municipal laws and that they will also comply, and are presently in compliance, with any orders of a Court of competent jurisdiction, including Ontario's Superior Court of Justice, the Ontario Court of Justice, and the Provincial Offences Court, failing which this contract may be terminated by the Township without cost or penalty to the Township. The Contractor shall provide such information in this regard as required by the Township to evidence

such compliance.

### **Freedom of Information**

The bidder acknowledges that any bid submitted shall become a record belonging to the Township and therefore is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended. This provision law gives individuals, businesses, and other organizations a legal right to request records held by the Township, subject to specific limitations. The bidder should be aware that it is possible that any records provided to the Township, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the bid or suppliers could be requested under this law. If the bidder believes that all or part of the bid should be protected from release, the relevant parts should be clearly marked as confidential. Please note that this will not automatically protect the submission from release, but it will assist the Township in deciding on release if a request is made.

### **Indemnification**

The Contractor shall indemnify and hold harmless the Township, their agents, and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings, by third parties that arise out of, or are attributable to, this tender and/or the Contractor's performance of the contract.

### **Declarations**

By completing Schedule B – Form of Tender, the Proponent declares that:

1. The Proponent agrees to perform the work, inclusive of mobilization time, in compliance with the contract and to complete the work by the specified completion date in the contract.
2. No person, firm, or corporation other than the undersigned has any interest in this bid or in the proposed contract for which this bid is made.
3. This bid is irrevocable and is open for acceptance by the Township for a period of **one hundred and twenty (120) days** from the date of submission.

## **Schedule B – Form of Tender**

(Return all of Schedule B with the Tender Package Submission)

### **Contact Information of the Proponent**

Legal Name of the Proponent or Individual:

Mailing & Courier Delivery Address with Postal Code:

Telephone Number:

Fax number:

H.S.T Number

Contact Person Name:

Email Address:

### **Bid Information**

Bid Price Before Tax (H.S.T):

H.S.T:

Total Bid Price (including HST):

### **Authorized Signature**

Signature:

Name:

Date:

## Submission Label

Please Complete and attach to submission.

FROM:

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*(Please complete above)*