



Dymond
Haileybury
New Liskeard

City of • Ville de

**Temiskaming
Shores**

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City of Temiskaming Shores
Request for Quotation
RS-RFQ-001-2023
Seasonal Ice Plant Maintenance

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
POJ 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFQ, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Quotation.

1. Objective

This Request for Quotation (RFQ) is to solicit quotations from qualified contractors for the annual seasonal maintenance on the ice plants at the Don Shepherdson and Shelly Herbert-Shea Memorial Arenas.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,920, according to the 2016 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

The Don Shepherdson Memorial Arena (“DSMA”) is located in New Liskeard, Ontario. The ice plant is a glycol ammonia system consisting of two 50 hp compressors, complete with a glycol loop, dry operated Condenser and under floor heat. The ice plant operates nine months out of the year.

The Shelly Herbert-Shea Memorial Arena (“SHSMA”) is located in Haileybury, Ontario. The ice plant is a brine ammonia system consisting of 30hp and 50hp compressors, complete with a glycol loop, dry operated Condenser and under floor heat. The ice plant operates between seven and nine months out of the year.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFQ and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Quotation;** means this Request for Quotation (RFQ) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFQ submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject Line: RS-RFQ-001-2023 “Seasonal Ice Plant Maintenance”

Addressed to: Kelly Conlin, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Quotations will be at **2:00 p.m. local time on April 13, 2023.**

- Late Quotations will not be accepted;
- Quotations by fax will not be accepted;
- Quotations by mail will not be accepted;
- Partial Quotations are not accepted;
- The City reserves the right to accept or reject any or all Quotations;
- The lowest priced Quotation will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Quotation from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Quotations that are acceptable to both parties will be binding;
- The Quotations shall be valid for 30 days from submission date.

The Form of Quotation must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder’s Quotation by the City.

Line items and prices must be clearly indicated. The Bid must not be restricted by a statement added to the Quotation form or by a covering letter, or by alterations to the Quotation form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFQ.

5. Questions

Any questions with respect to the specifications are to be directed to:

Paul Allair

Superintendent of Parks and Facilities

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4601

Email: pallair@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Quotation before presenting the submission. Questions relating to this Quotation must be received by **April 5, 2023 at 1:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFQ document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Quotation may render the Quotation invalid.

6. Scope of Work

The scope of work proposed includes the following items applicable to both facilities. A general maintenance schedule specific to each facility is included further below. Any repairs that, based on the recommendation of the successful proponent, should be completed by the City of Temiskaming Shores shall be quoted and evaluated by the City of Temiskaming Shores on a case-by-case basis. Any supplemental repairs stemming from seasonal maintenance performed as part of this RFQ shall use the hourly rate submitted as part of this RFQ.

Seasonal Ice Plant Maintenance:

- Ensure the compressors are properly isolated using lockout tagout procedure
- Purge remaining ammonia and oil from compressors
- Evacuate compressors
- Perform required maintenance on compressors as outlined in the yearly maintenance schedule
- Test compressors for leaks
- Verify Glycol, inspect Glycol Loop for leaks.
- Inspect/adjust compressor belts. Replace if necessary.
- Inspect brine and glycol pump couplings, verify proper alignment.
- Inspect and tighten all electrical components in the mechanical room.
- Inspect relief valves
- Service condenser nozzles, visual inspection, grease bearings, check belt condition and alignment.
- Supply semi-synthetic MYCOM (or equivalent) oil for the compressors.
- Test and tag all safeties. Verify operations of the ice plant. Clean up jobsite.

Annual Ice Plant Maintenance Schedule:

Year 1 To be completed – April 17, 2023 to July 14, 2023	
DSMA	SHSMA
Top end overhaul- N6WA Compressor #1	Top end overhaul- N4WA Compressor #2
Oil change- N6WA Compressor #2	Oil change- N6WA Compressor #1
Test and Tag all safeties	Test and Tag all safeties
Leak detector calibration	Leak detector calibration
Glycol Analysis (main and sub floor)	Brine Analysis (main and sub floor)
	Subfloor Brine Adjustment (Materials to be provided by successful proponent)
	- 1,530 lbs of 83% Calcium Chloride Flakes
	- 60 L of Ancobrand inhibitor 575 (or equivalent)
	- 1,800 ml – 50% sodium hydroxide

Year 2 To be completed – April 22, 2024 to July 19, 2024	
DSMA	SHSMA
Oil change - Compressor #1	Oil change - N4WA Compressor #2
Top end overhaul - N6WA Compressor #2	Top end overhaul - N6WA Compressor #1
Test and Tag all safeties	Test and Tag all safeties
Leak detector calibration	Leak detector calibration
Glycol Analysis (main and sub floor)	Brine Analysis (main and sub floor)

Year 3 To be completed – April 22, 2025 to July 18, 2025	
DSMA	SHSMA
Top end overhaul- N6WA Compressor #1	Top end overhaul- N4WA Compressor #2
Oil change- N6WA Compressor #2	Oil change- N6WA Compressor #1
Test and Tag all safeties	Test and Tag all safeties
Leak detector calibration	Leak detector calibration
Glycol Analysis (main and sub floor)	Brine Analysis (main and sub floor)

7. Site Meeting

A site meeting for this RFQ is not scheduled.

Any prospective bidders who wish to access the interior of the building(s) shall make a request to the person identified in Section 5 – Questions. At least 48 hours’ notice is required for any requests for access.

Any questions arising from a site meeting are required to be provided to the City of Temiskaming Shores **in writing** to the person identified in Section 5.0 – Questions, before the submission deadline on April 5, 2023.

8. Project Authority (Modify as required)

The Project Authority for issuance of the RFQ is the Director of Recreation for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

9. Quotation Evaluation

Quotations that comply with the terms, conditions and specifications as outlined in the Quotation will be evaluated on the basis of;

- Price (within allocated budget)
- Availability to perform the work and/or supply goods
- Previous performance evaluations

10. Any or all Quotations Exceed Approved Budget

In the event that any or all Quotations exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

11. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFQ, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Quotation meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

12. Amendments

The City at its discretion reserves the right to revise this RFQ up to the final date for the deadline for receipt of Quotations. The City will issue changes to the RFQ Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFQ Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFQ Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Quotation. Failure to complete the acknowledgement may result in rejection of the Quotation.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Quotation submission in response to this RFQ, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Quotation without notice.

13. Quotation Withdrawal or Amendment

Proponents may amend or withdraw their Quotation, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Quotation may submit a further Quotation at any time up to the official closing time; the last Quotation received shall supersede and invalidate all Quotations previously submitted by the Bidder for this RFQ. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

14. Right to Accept or Reject Submissions

The submission of a quotation does not obligate the City to accept any quotation or to proceed further with the retention of services. The City may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all quotations for any reason or to cancel the RFQ without any obligation whatsoever to Proponents.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the quoted price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in these General Terms and Conditions.

15. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFQ, whether before or after submission of the Quotation, the City shall be entitled to reject or not accept the RFQ submission.

16. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Quotation, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Quotation of each proponent (Conflict of Interest Declaration).

17. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

The policies shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

18. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

19. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section

6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

20. Freedom of Information

Upon submission, all Quotations become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Quotations will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Quotation should be clearly identified.

21. Nature of Request for Quotation

This RFQ does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

22. Preparation of Quotations

All costs and expenses incurred by the Proponent relating to its Quotation will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Quotations or the cancellation of this RFQ.

23. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

24. Payment

The normal payment term offered by the City is net 30 days, upon satisfactory completion. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City.

25. Ownership of Materials

All accepted work and products, including drawings, reports or other materials delivered to the City by the Proponent shall become the property of the City.

26. Performance

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

27. Failure to Complete the Work

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this quotation, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Proponent or to re-issue the Quotation.

28. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing goods and/or services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

29. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

30. Errors & Omissions

It is understood, acknowledged and agreed that while this Quotation includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Quotation, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Quotation is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Quotation. There will be no consideration of any claim, after submission of Quotations, that there is a misunderstanding with respect to the conditions imposed by the Quotation and/or Agreement.

**City of Temiskaming Shores
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Seasonal Ice Plant Maintenance**

Form of Quotation

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and email, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Year 1 lump sum price including travel/accommodations, excluding materials for SHSMA sub-floor adjustment (exclusive of HST):	\$.00
Lump sum price for the supply of materials to complete SHSMA sub-floor adjustment (exclusive of HST):	\$.00
Year 2 lump sum price including travel/accommodations (exclusive of HST)	\$.00
Year 3 lump sum price including travel/accommodations (exclusive of HST)	\$.00
Total Cost (exclusive of HST)	\$.00

Technician hourly rate, Year 1 (exclusive of HST):	\$.00
Technician hourly rate, Year 2 (exclusive of HST):	\$.00
Technician hourly rate, Year 3 (exclusive of HST):	\$.00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our Quotation.

Company Name:

Mailing Address:

Postal Code:

Telephone:

Email:

Bidder's Authorized Official:

Title:

Authorizing Signature:

Date:

Contact name (if different from authorizing official):

Contact's email:

Form 1 to be submitted.

**City of Temiskaming Shores
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Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Quotation of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2023.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 2 to be submitted.

**City of Temiskaming Shores
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Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Quotation submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this Quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFQ process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2023.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

City of Temiskaming Shores
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Appendix 01:



BRINE ANALYSIS REPORT		
P.O.# BRINE SAMPLES	SHIPPER NO:108517	
DATE RECEIVED:03/01/23	LABORATORY NO.: 23-322B	
DATE PROCESSED:03/06/23	RECEIVED FROM: Northern Group	
BRINE TYPE: Calcium Chloride	FACILITY: Haileybury Arena Subfloor	
DESCRIPTION	ACTUAL	TYPICAL
Colour/Clarity:	Off white	Clear/Yellow Chromate Clear/Blue (575)
Ammonia concentration in vapour phase	Nil	<10ppm
Odour	Nil	Nil
Supernatant:	Nil	Nil
Sediment:	Slight	Nil
pH:	6.2	8.5 - 9.5 Chromate 9.0 - 9.5 (575)
Specific Gravity at 60 deg. F :	1.184	1.21 -1.22
Percent Calcium Chloride:	19.9 %	22.4 - 23.3%
Freeze Point:	-0.1 F	-10 ° F
Inhibitor Concentration:	6 ppm	1600 ppm (Chromate) 100 ppm (575)
pH adjust: gradually add 600 milliliters of 50 % Sodium Hydroxide solution per 1000 Gal of brine		
Freeze point adjust: add 510 lb of 83% Calcium Chloride flakes per 1000 Gal of brine		
Inhibitor adjust : add 20 L of Ancobrand inhibitor 575 per 1000 Gal of brine		
Filtration adjust: Nil		
COMMENTS: as above		
E-mailed to : Danielle		
Quality Manager: Sat Anand		

Anco makes no warranties or representations whatsoever, either express or implied, oral or written, in fact or by operation of law or otherwise, regarding any measurements and recommendations and disclaims all liability in connection with or arising as a result of providing any services, measurements and recommendations. Anco accepts no liability or responsibility for any service, measurement or recommendation and does not and shall not be deemed to approve the design, use or function of, any item, material, article or product in connection with the services, measurements or recommendations provided.