

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS
TENDER NO. 24-09
JOHN LEVI COMMUNITY CENTRE AMMONIA CHILLER REPLACEMENT
TENDER FORM

Tenders must be completed on this form for the services listed below and returned in a sealed envelope, clearly marked: Attention: Ken Kelly, CAO, Municipality of Mississippi Mills, 3131 Old Perth Road, RR2, Box 400, Almonte, ON, K0A 1A0, Tender No. 24-09, "JLCC Ammonia Chiller Replacement" and dated: March 19, 2024

A **mandatory site meeting** will be held on March 12, 2024 at 10:00AM at the John Levi Community Centre, 182 Bridge St., Almonte Ontario K0A 1A0. Bids will not be accepted from Proponents who do not attend the mandatory site meeting.

Item	Description	HST	Total
1	Replacement of existing Flooded shell and tube chiller at the John Levi Community Centre, as per specifications.	\$ _____	\$ _____
	TOTAL COSTS		\$ _____

Consideration will **not** be given to the Tender if received later than **12:00 noon, Tuesday March 19, 2024.**

Tenders will be publicly opened at the **Mississippi Mills Municipal Offices at 12:15 p.m, Tuesday March 19, 2024.**

The Municipality of Mississippi Mills reserves the right to accept or reject any or all tenders or accept all or any part thereof.

A Bid Deposit (cash or certified check, only) in the amount of 10% of the total bid as listed in the price schedule shall accompany each tender submission. Failure to meet the requirement shall result in such submission being ruled irregular.

For further technical information, please call Dan Cousineau, Facilities & Project Manager at (613) 256-2064 Ext: 309 or for administrative details please call Calvin Murphy, Recreation Manager at (613) 256-2064 Ext:601.

FIRM NAME

SIGNATURE

PRINT NAME

TITLE

DATE

TELEPHONE

FAX

EMAIL

HST Number

Besides signing the tender, bidders are asked to initial each page of the document and the attached general conditions and return all tender documents intact.

DECLARATION BY TENDER

The Tenderer has carefully examined the Tender Document and understands and accepts the conditions set out therein.

The Tenderer acknowledges that Addendum/Addenda No. _____ inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

The Tenderer declares that no person, partnership or corporation other than the Tenderer has any interest in this tender or in the proposed contract for which this tender is made.

The Tenderer further declares that this tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person, partnership or corporation making a tender for the same work and is in all respects made without collusion or fraud.

The Tenderer by the Tender offers to furnish all labour, equipment and material for the performance of the Work for the Unit prices set forth in this Tender, all in accordance with the Tender Documents.

The Tenderer certifies that neither the Tenderer nor any proposed sub-contractor is a person who is a resident in a Designated Jurisdiction in accordance with the criteria set out in Paragraph 26, in particular section 26.3, of the tender document.

This offer shall be irrevocable for a period of forty-five days following the date of Tender Closing.

DATED AT: _____ this _____ day of _____, 2024

Signature

Print Name

Print Title

GENERAL CONDITIONS AND INFORMATION FOR TENDERERS

1) PROJECT DESCRIPTION

Replacement of the ammonia chiller at the John Levi Community Centre as per the specifications listed.

2) DEFINITION OF TERMS

Wherever the word "Corporation" is used, it shall be deemed to mean "The Corporation of the Municipality of Mississippi Mills". Wherever the words "Bidder" or "Tenderer" are used, it shall be deemed to mean those individuals, firms or companies submitting price bids on specified material or services required and tendered by the Corporation. Wherever the word "Contract Administrator" is used, it shall be deemed to mean the person or persons authorized to act on behalf of the Corporation. "Tender Document" includes the Form of Tender, General Conditions of Contract, Information for Tenderers, any other documents listed in the Tender and any addenda thereto issued by the Corporation.

3) GENERAL

Kindly read tender document carefully because under no circumstances will any change be permitted in tender once it is submitted. Should more information be needed, please contact Calvin Murphy, Recreation Manager at (613) 256-2064 Ext:601 or Dan Cousineau, Facilities & Project Manager (613) 256-2064 Ext:309.

4) BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements shall be disqualified:

- (i) Tender must be legible in ink by hand, by typewriter or by printer.
- (ii) Tender must be in possession of the municipality by the closing date and time.
- (iii) Tender must be on form provided.
- (iv) Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
- (v) All items must be bid.
- (vi) Tender must not be restricted or modified in any way.

5) EVALUATION OF BIDS

In evaluating tenders the objective will be to select the offer(s) that will result in the lowest overall cost. Such points as the availability of local parts and service will be considered where appropriate. The right is reserved to accept a bid from a local firm in preference to a lower bid from an out-of-town firm if accepting the out-of-town bid is likely to result in warehousing or other costs greater than the difference in price.

6) REFERENCE

A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in this tender.

7) BID ACCEPTANCE

Unless otherwise specified in these tender documents, tenderers agree that this tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of forty-five (45) calendar days from the closing date for the receipt of tenders. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the tenderer, although such notice will, of course, be given as expeditiously as possible.

8) DISCOUNT

A discount may be offered by the Bidder for prompt payment of invoices but such discount may not be taken into consideration in determining low bidder, unless such discount is based on payment of invoice of not less than thirty (30) days after satisfactory delivery of goods or services, or receipt of satisfactory invoice, whichever is later.

9) TAX

Except as otherwise provided, the price(s) bid shall include all duty, customs clearance and all other charges now or hereafter imposed or in force. Applicable taxes, shall be included in the price(s) quoted on this tender at the rate in effect at the time of bidding. All prices must be quoted F.O.B. the delivery point in the Mississippi Mills area set out in the purchase order.

10) PURCHASE ORDERS

Purchase Orders upon the Corporation's regular form will be issued by the Treasurer for all materials or services required and no payment will be made unless the Contractor has received and can produce such order.

11) CONTRACT

Each proposal will be received with the understanding that the acceptance in writing by the Corporation of the offer to furnish all or any part of the commodities or services described therein, and the subsequent issue of an official purchase order, shall constitute a contract between the Bidder and the Corporation. This purchase order will bind the Bidder on his part to furnish and deliver the commodities or services at the stipulated price given and in accordance with the conditions as stipulated in the tender documents. Note that it is understood that the price given is all-inclusive and the Municipality shall not entertain any requests for additional costs.

No alterations or variations of the terms of the contract shall be valid or binding upon the Corporation unless authorized in writing.

It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent to the Corporation.

12) TIME OF COMPLETION

All work shall be completed no later than **August 16, 2024**.

13) BID DEPOSIT AND PERFORMANCE SECURITY

A bid deposit is required with the tender in the amount of not less than 10% of the Total Bid (cash or certified cheque). The bid deposit of the successful tenderer will be held as a performance security, until all work is completed, and issuance of letter of one-year warranty work completed and goods received.

Failure of a tenderer to submit a bid deposit shall be reason for rejecting the bid and accepting the next lowest or any tender or calling for new tenders.

14) DELIVERY AND PACKING SLIPS

The Tenderer, if awarded this contract, agrees to furnish materials or services as directed after receipt of official Purchase Order from time to time. At least four hours notice of delivery is to be given in the case of heavy material for which unloading assistance is required.

The Contractor shall, in every case, deliver a packing slip with all goods or materials. This packing slip shall show distinctly the number of the official Purchase Order upon which the goods or materials are being delivered and also shall specify in detail all the goods or materials therewith offered for acceptance, showing the number of pieces, weight, length or volume, as the case may be, of each class of goods or materials.

15) INVOICES

All accounts for monies due on this contract shall be delivered at the office of the accounts payable section of the Municipality issuing the Purchase Order at the address shown on each order.

16) NON FULFILLMENT

If the Contractor fails, neglects or refuses at any time to supply any materials or services embraced within this tender, then the Treasurer shall be and is hereby empowered to forthwith procure such material or services elsewhere and to charge all costs thereby incurred to the Contractor as liquidated damages and to deduct the same from any monies due, or to become due to the Contractor on this or any other contract.

If the Contractor fails to deliver the service by the time stipulated in Paragraph 12, then the Corporation has the right to refuse to accept and pay for material or services; and furthermore has the right to liquidated damages as per Paragraph 22.

17) INFERIOR MATERIAL

Should the Contractor at any time offer for acceptance any material which is of inferior quality in the opinion of the Treasurer and the Department Head concerned or any person appointed by them, such material shall not be accepted, but shall be at once removed by the Contractor at his/her own expense. Should the Contractor refuse to remove any material so condemned,

the Treasurer may take action to remove such material and the contractor shall be in non-fulfillment of the Contract per paragraph 16.

18) CONTRACTOR'S LIABILITY

In the event that the tender is accepted within the time stated in paragraph 7, and the tenderer fails to enter into any required agreement implementing the terms of the tender, or in the event of any purported withdrawal of the tender within the time limit set out in paragraph 7, the damages sustained by the Corporation shall be assessed as the difference between the amount of the tender and the estimated cost to the Corporation of obtaining the material or services elsewhere.

19) FRAUD OR BRIBERY

Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to cancel the contract forthwith, or to direct the Treasurer to take the whole or any part of the Contract out of the hands of the Contractor.

20) DEFAULT

In the event of default or failure on the part of the Contractor to complete the Contract to the satisfaction of the Department Head concerned and the Treasurer, the Corporation shall be at liberty to accept the next lowest, or any tender, or call for new tenders, holding the Contractor and any surety provided liable for any increase in cost to the Corporation.

21) SAVING CLAUSE

It is understood and agreed that the Contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent. Should the performance of any contract be delayed or prevented as herein set forth, the Contractor agrees to give immediate notice and explanation of the cause and probable duration of any such delay.

22) LIQUIDATED DAMAGES

The contractor agrees to forfeit his/her performance security to the Municipality as liquidated damages in the event that services or materials are not delivered by the specified date in Paragraph 12.

23) INSURANCE

Prior to commencement of the work, the successful tenderer shall provide evidence, on forms prescribed by or acceptable to the Corporation of:

Liability insurance coverage in the amount of not less than 2 million dollars, naming the municipality as additionally insured.

24) WORKER'S RIGHTS

The Contractor shall abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

25) RESPONSIBILITY OF CONTRACTORS

Contractors retained by the Corporation shall be responsible for:

- (i) Maintaining a safe workplace/work site in accordance with standard safe work practices and housekeeping, and shall be responsible for traffic control, if required.
- (ii) Compliance with the Occupational Health and Safety Act of Ontario and the regulations.
- (iii) Co-ordinate activities to prevent the disruption of services and operations of the Corporation's Departments.
- (iv) Provide proof of W.S.I.B.
- (v) Comply with all ordinances, By-laws, and all other regulations from time to time imposed by law as they relate to work under this contract.

26) DESIGNATED JURISDICTION POLICY

1) *In this Paragraph 26,*

- a) "Construction" includes all work in or about:
 - (i) constructing, altering, decorating, repairing, demolishing, erecting or remodeling the whole or any part of a building or structure;
 - (ii) laying pipe and conduit above or below ground level;
 - (iii) excavating, tunneling, fencing, grading, paving, land clearing and bridging;
 - (iv) building a highway, as defined in section 1 of the *Highway Traffic Act*, and
 - (v) carrying out other construction activities designated by the Management Board of Cabinet, on the recommendation of the Minister of Labour.
- b. "Contractor" means a person that enters into a contract for Construction and includes any sub-contractor;
- c. "Controlled" has the same meaning as in subsection 1 (5) of the *Business Corporations Act*;
- d. "Designated Jurisdiction" means a Canadian province or territory other than Ontario that is designated by the Management Board of Cabinet, on the recommendation of the Minister of Labour – as the date of this tender, the

Designated Jurisdiction is the Province of Quebec;

- e. "Person who is resident in a Designated Jurisdiction" means:
- (i) in the case of an individual or a sole proprietor, a person who is ordinarily resident in that jurisdiction;
 - (ii) in the case of a corporation,
 - (A) a person whose head office or registered office is located in that jurisdiction; or
 - (B) a person controlled by a person described in subclause (A);
 - (iii) in the case of a partnership, a partnership that includes at least one partner who is resident in that jurisdiction under clause (i) or (ii).
- 2) Under the Designated Jurisdiction Policy, the Corporation is not permitted to award a Construction contract to a person who is resident in a Designated Jurisdiction. Such a person is not eligible and will be disqualified from this tender.
- 3) All Bidders are required to provide the following information in respect of themselves and any sub-contractors:
- a) In the case of an individual or sole proprietor, whichever his/her principal residence is within a Designated Jurisdiction;
 - b) In the case of corporation, whether the corporation's head office or registered office(s) is/are in a Designated Jurisdiction or whether any person who controls the corporation is a person who is resident in a Designated Jurisdiction; and
 - c) In the case of a partnership, whether the principal residence of any of the individual partners is within the Designated Jurisdiction or whether the head office of any registered office(s) of partners that are corporations is/are within a Designated Jurisdiction.
- 4) In any Construction contract awarded under this tender, if any, the Contractor will be required to:
- a) Represent and warrant that neither the Contractor nor any sub-contractors are persons who are resident in a Designated Jurisdiction;
 - b) Acknowledge that any sub-contracts not identified in the bid following the award of the contract will be subject to the approval of the Corporation;
 - c) Acknowledge that any material misrepresentation or breach of clause a) will be grounds for termination of the contract.

SPECIFICATIONS

Contractor shall provide all materials, labour, safety equipment and other tools, necessary to perform this work safely and to the satisfaction of the Municipality.

Contractor shall provide all necessary equipment, materials, labour, permits, electrical and ancillary requirements, to replace the existing chiller with surge tank and to ensure a fully functional refrigeration system for the arena ice, as per this specification.

Contractor shall isolate and disconnect existing electrical, controls and piping.

Contractor shall safely remove existing chiller from existing base.

Contractor shall remove and dispose of existing equipment in accordance with all local, provincial, federal and safety codes and environmental regulations.

Contractor shall supply and install new ammonia chiller of the same capacity and configuration on the existing equipment bases.

Contractor shall reconnect all electrical, controls, plumbing and verify the operation of the plant.

Contractor shall ensure all work is done by qualified staff and meets or exceeds all necessary codes.

Material storage will be the responsibility of the contractor. It is expected that all components will be onsite for timely installation. On site removals and installation work can begin at the end of the 2023/2024 ice rink season and must be completed for the start of the 2024/2025 season.

New Chiller to be exact replacement of existing equipment:

- Manufacturer: ACE Refrigeration Products
- Chiller Model: FAC 16x10-2
- Surge Drum Model: RA 12x96
- MAWP: Shell Side 250 PSI @ 200F; Tube Side 150 PSI @ 200F; Surge Drum 250 PSI @ 400F

Location of the chiller and surge tank to be the same as existing.

Oil Pot to be located at the Brine inlet/outlet end of the chiller. If not possible, it should be piped to an accessible location for maintenance.

Vessel shall be insulated and jacket finished with 0.030" thick white PVC with self-seal lap.

Contractor shall provide owner/operator with proper instruction and training of operation of the new units.

Contractor shall provide warranty service for the duration of the warranty period, if required.