

**MUNICIPALITY OF THE DISTRICT  
OF ST MARY'S**

**Request for Quotations**

**St. Mary's Recplex-  
Refrigeration Maintenance  
Agreement**

**Project Number MODSM2024**

Issue Date	August 19, 2024
Site Visit:	August 28, 2024. Noon local time
Due Date to Advise of Errors or Omissions	August 30, 2024. Noon local time.
Deadline for Submissions	September 11, 2024. Noon local time.
Anticipated Award Date	Week of September 16th, 2024.

*The timetable is tentative and may be amended at any time via addenda.*

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#### **Part 1: Invitation**

##### **1.1 Invitation for Proposal**

The Municipality of the District of St Mary's is requesting quotations from qualified refrigeration contractors for the maintenance of the refrigeration and related rink ice making refrigeration equipment at the St. Mary's Recplex in Sherbrooke, Nova Scotia.

#### **Part 2: Introduction**

##### **2.1 About Us**

The Municipality of St Mary's is located on the Atlantic East Shore of Nova Scotia, East of the Halifax Regional Municipality. The services provided will be at the St. Mary's Recplex at 164 Old Road Hill, Sherbrooke, Nova Scotia.

#### **Part 3: Bidder Introduction and Work Scope**

##### **3.1 Bidder Experience and Project Work Planning**

**Each Bidder will provide a written document as part of the bid providing a summary of the following information.**

1. A short written overview of your business outlining the businesses' experience and capability applicable to this project including:
  - A. Overview of your business e.g. size, skills, expertise, business history, what you do, where you are located, what geographic areas you serve?
  - B. Are you the manufacturer of the equipment for this project or a distributor?
  - C. What services and actions will you perform to complete this project?
2. Describe the team who will complete the product installation including, number of people, skills, and certifications.
3. Declare and describe (provide business names) for any sub-contractors who will participate and explain their roles.



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4. Provide a timeline with all key steps and milestones for the provision of the equipment and completion of the installation. Timelines must meet the due date in this Tender form.
5. In addition to requested work scope in section 3.2. bidders are also invited to describe their ability to support other on-demand service and repair work including urgent repairs including evening, holiday and weekend work.

Extra work can be quoted upon a requested need from the municipality. The municipality will first seek quotes and entertain offers from the contractor selected under this tender for all additional work, if/as applicable. However, the municipality reserves the right to select another provider for special work outside of the scope stated in section 3.2 if the contractor selected under this service agreement is not available or if superior terms in any of speed, pricing, expected quality of work are available from another provider.

6. **Warranty:** A full description of warranty on work and equipment provided shall be stated. A minimum one-year warranty on all work and equipment is required for this project.

### **3.2 Work Scope**

The successful contractor will provide a three-year maintenance service for all regular scheduled maintenance including the following annual actions:

1. Season Start-Up (Fall each year. Date to be set with the municipality. Date will normally be by mid- October”.
2. Mid Season Inspection.
3. Spring shut-down. (Spring each year. Date to be set with the municipality).  
The maintenance agreement will include the refrigeration system consisting of the compressors, chiller, pumps, condenser, motors, valves, electrical panel, heat recovery tanks, dehumidifiers, controllers and other components installed at the arena.



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#### **Part 4: Submission Instructions**

##### **5.1 Contact Information**

Teddy Stevens, Director of Public Works: [teddy.stevens@saint-marys.ca](mailto:teddy.stevens@saint-marys.ca), 902-522-2667.

##### **5.2 Submission Requirements and Conditions**

1. Bids shall be submitted in digital form on or before the submission deadline via e-mail to [teddy.stevens@saint-marys.ca](mailto:teddy.stevens@saint-marys.ca)
2. E-mail submissions must have the following subject line: "**St. Mary's Recplex- Refrigeration Maintenance Agreement**".
3. E-mail submission must be below twenty megabytes to meet Municipal e-mail requirements. All bidders are responsible for ensuring that submissions meet the e-mail and data size requirements. Submissions that exceed twenty megabytes may not be received and, as a result, may not receive consideration.
4. The Bidder shall bear all costs associated with or incurred in preparing and presenting its Bid. The Municipality shall not be liable under any circumstances for all such direct, indirect, or consequential expenses.
5. Only on-time bids and bids delivered by the submission requirements stated here will be accepted.
6. Bidders are not to seek additional information from any Municipal Council, or Staff not listed in this document. Such contact could disqualify the Bidder.
7. Complete and include, with the bid, all forms and materials listed in Section 5.3 Submission checklist.

##### **5.2.1 Site Visit**

A site visit is available on August 28, 2024.

The site visit is optional for bidders who have completed repair or service work to the RecPlex Refrigerant system in the last 12 months and is required for all others.

The municipality may consider requests for alternative dates and times for the site visit on occasions prior to August 28.

8. Please contact [teddy.stevens@saint-marys.ca](mailto:teddy.stevens@saint-marys.ca) to book your site visit.



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#### 5.3 Submission Check List

This section is designed to provide all bidders with a checklist of schedules and materials for inclusion to ensure complete bids.

Check List Item	Purpose
Bidder Introduction: Each bidder shall provide a written introduction to their business and details on how they will complete the project. See part 3: Bidder Introduction for details.	This information is required for the municipality to assess the qualifications and capability of each bidder. Failure to provide the requested information in all or in part could result in the disqualification of the bid.
A Price Form has been provided with this solicitation and is required to be completed for all bid price data.	Failure to provide a completed Price Form shall result in the disqualification of the Bid.
A Bidder Declaration Form has been provided with this solicitation.  The Bidder Declaration Form collects acknowledgement of any addenda and the bidder authorized signature.	The Bidder Declaration Form is a Mandatory Requirement. Failure to complete and sign this section shall result in the disqualification of the Bid.
Workers' Compensation Board of Nova Scotia.	A certificate of good standing with the Workers' Compensation Board of Nova Scotia or equivalent must be provided by all bidders with their bid submission. Failure to provide the certificate will result in disqualification of the bid.
Site Visit	Mandatory for some. Please see section 5.2.1



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#### 5.4 Clarification and Addenda

1. Bidders must notify the Municipality by Noon local time on August 27, 2024, to advise of any omissions, errors or ambiguities in this document. If the Municipality considers a correction, explanation or interpretation necessary, a written addendum will be issued. Direct all Inquiries to: [teddy.stevens@saint-marys.ca](mailto:teddy.stevens@saint-marys.ca).
2. The Municipality will not maintain a distribution list. All Bidders are responsible for ensuring all addenda have been received. Addenda will be posted on the Municipality website at <https://www.saint-marys.ca/business/tenders/> and the Nova Scotia Public Tenders website at <https://procurement.novascotia.ca/ns-tenders>. The Municipality will not bear any responsibility for the failure of potential bidders to obtain all documents before submitting a response.
3. The Municipality reserves the right to amend this RFP at any time before the closing date and will issue a written addendum in the event of a change.
4. Changes to this RFP shall be stated in writing by Addenda. Verbal statements made by Municipal staff or their representatives shall not be binding.

#### 5.5 Amendment or Withdrawal of Proposal

Bids may be amended or withdrawn by e-mail. E-mail shall be sent to: [teddy.stevens@saint-marys.ca](mailto:teddy.stevens@saint-marys.ca). The amendment or notice of withdrawal must be received prior to the closing. Amendments or withdrawals must be clearly labelled with an e-mail subject line **"St. Mary's Recplex- Refrigeration Maintenance Agreement"**. And follow all submission guidelines outlined in Part 5.2 Submission Requirements and Conditions.

If a Bid is amended, the Bidder must supply a complete replacement of all complete documents and forms. The Municipality will not attempt to interpret edit instructions or perform updates to Bids.



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#### **5.6 Bid Opening**

The Municipality will not hold a public, in-person bid opening. Bidders not awarded will not receive advice by email.

#### **5.7 Proposal Validity**

All Bids shall remain irrevocable for sixty (60) days unless withdrawn prior to the closing date or changed in mutual Agreement with the Municipality.



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## **Part 6: Terms and Conditions**

### **6.1 Worker's Compensation**

Bidders shall comply with the *Workers' Compensation* and *Occupational Health & Safety Act* safety regulations. A certificate of good standing with the Workers' Compensation Board of Nova Scotia or equivalent must be provided by all bidders with their bid submission.

### **6.2 Indemnity Requirements**

The successful Bidder shall be required to indemnify and hold the Municipality harmless against all liability and expenses, including solicitor's fees, howsoever arising or incurred, alleging damage to property, injury to, or death of, any person arising out of or attributable to the Bidder's performance of the contract awarded.

### **6.3 Liability**

The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever suffered or sustained by the Bidder, their employees or agents in the performance of this Agreement.

### **6.4 Insurance**

Five million (\$5,000,000.00) in General Public Liability Insurance. Dollar values are per Instance.

- a. The Municipality is named as an additional insured.
- b. General liability policy to include "Completed Operations Coverage."
- c. General liability policy to include "Coverage of non-owned Vehicles."
- d. Policy to remain in effect for 1 year after project completion.

Note: The awarded Bidder shall provide their insurance letter upon award of work and before any work may begin.

### **6.5 Freedom of Information & Protection of Privacy**

By submitting a Bid, the Bidder agrees to public disclosure of its contents subject to the provisions of Part XX of the Municipal





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Government Act relating to Freedom of Information and Protection of Privacy.

#### **6.6 Pricing, Taxes, Currency**

1. All prices quoted for this solicitation shall be in Canadian funds only.
2. HST totals in quote pricing are to be reported separately. (see Price Form for details).

#### **6.7 Early Termination**

1. If, for any reason, the Bidder fails to provide services satisfactory to the Municipality or comply with the conditions of the signed Agreement, the Agreement may be terminated by the Municipality upon providing 30 days written notice to the Bidder.
2. In the event of early termination, the Bidder shall only be entitled to compensation for Work completed and accepted by the Municipality to that point. No other compensation will be owed to the Bidder by the Municipality.
3. In the event of early termination, the Municipality has the right to choose whether to accept a bid from another bidder/participant in this RFQ (following the terms of this tender) or to re-tender.

#### **6.8 Payment(s)**

The Municipality will accept itemized invoices showing all details for hours of Labour plus any description of parts and equipment.

Normally, one invoice will be accepted for each of the three service components Named in section 3.2 unless otherwise agreed to in writing by the municipality.



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#### **Part Seven: Award:**

##### **7.1 Reservation of Rights/Privilege**

1. This Call for Bids neither expresses nor implies any obligation on the part of the Municipality to enter a contract with any party submitting a Bid.
2. The Municipality reserves the right to suspend or cancel this RFQP at any time for any reason without penalty.
3. The Municipality reserves the right to reject any or all Bids.
4. The Municipality reserves the right to accept and award any Bid or portion of any Bid that may be in the Municipality's best interests.
5. By placing a bid, the bidder acknowledges that the Municipality has the full and unfettered right to determine whether any Bidder, in the opinion of the Municipality, has not demonstrated the capability to fully meet the Municipality's needs and that only bidders deemed by the Municipality as fully able to meet all needs will progress to a final award assessment per section 7.2.

##### **7.2 Award Process**

Bids deemed to be complete and fully meeting the needs of the Municipality shall progress to a final award selection based on lowest overall Bid price for the services names in scope under section 3.2.

##### **7.3 Award Notice**

Upon completion of the evaluation process, the Municipality will issue a email of award to the successful Bidder.

##### **7.4 Upon Award**

The Bidder agrees to enter into a written agreement with the Municipality within five business days of being awarded the project unless an extension is agreed to in writing by both parties.

**Price Form: St. Mary's Recplex- Refrigeration Maintenance Agreement**



**Instructions:**

- 1.) One flat rate price for the project is required.
- 2.) All Prices are to be stated in Canadian Dollars only.
- 3.) All expenses expected to be covered in payment for this project should be outlined, included, and disclosed in this form.
- 4.) All prices should be stated before/without HST.

**Bidder Business Name:** \_\_\_\_\_

**Pricing: One total price for the project is required here:**

**Total Project Cost for the total of all three:**

1. Fall Start Up
2. Mid-season service
3. Spring shut down

**We are requesting an annual flat rate quote for each annual service package beginning fall 2024. Your annual/one-year flat rate quoted here shall be applicable for each of the three years covered under this agreement.**

**Annual Cost to be stated here: (before HST) \$** \_\_\_\_\_

**HST \$** \_\_\_\_\_

**Total with HST \$** \_\_\_\_\_



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#### **Bidder Declaration Form**

The undersigned hereby acknowledges that they, as an officer of the Bidder business capable of binding the organization:

- 1.) Has read and understands the specifications, requirements, set out in this request for quotations by the Municipality of St Mary's (the Municipality).
- 2.) Have identified and provided all requested documents, forms, and data to complete this submission.
- 3.) They further acknowledge that the seller's proposed product, equipment, materials, labour/people skills and services fully meet or exceed those specified in this solicitation.
- 4.) The bidder acknowledges receipt and consideration of the following addenda (if applicable) Insert addenda #'s reviewed e.g. 1,2,3
- 5.) \_\_\_\_\_  
They certify the accuracy and validity of all price quote information.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 2024.

Business Name: \_\_\_\_\_

Full Address:

\_\_\_\_\_

Phone and Cell Numbers: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

HST Number: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title of Authorized Signature: \_\_\_\_\_