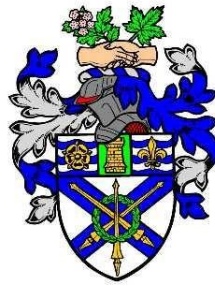


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**REQUEST FOR PROPOSALS  
RFP-26-06**

**Design-Build  
Amherst Stadium Refrigeration Plant**



**TOWN OF AMHERST**

Issued: June 26, 2026

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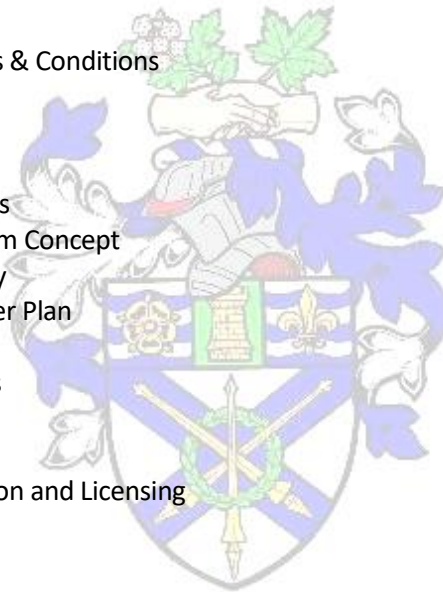
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### Submit WITH the Proposal:

- Signed Form of Proposal
- Signed Attachment "A" – Terms & Conditions
- Bid Bond or Bid Security (10%)
- Three (3) Project References
- Company Profile
- Engineering Team Qualifications
- Preliminary Refrigeration System Concept
- Preliminary Controls Philosophy
- Preliminary Transition & Cutover Plan
- Project Schedule
- Equipment Specification Sheets
- Warranty Information
- Addenda Acknowledgement
- Proof of Professional Registration and Licensing



### Submission must indicate:

- Proposal ID
- Company name and full address of proponent

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## INTRODUCTION

The Town of Amherst is seeking proposals from qualified teams for the design, supply, installation, commissioning, and startup of a complete replacement ammonia refrigeration plant for Amherst Stadium, located in Amherst, Nova Scotia.

The new refrigeration plant shall be a modern, reliable, energy-efficient, and serviceable municipal refrigeration system designed specifically to support year-round arena operation. The project includes the complete replacement of the existing ammonia refrigeration plant while retaining the existing arena slab and floor piping infrastructure. The new system is intended to provide improved operational reliability, modernized controls and automation, improved maintenance access, enhanced operator usability, strong lifecycle value, and long-term municipal operational suitability.

The Town intends to construct a separate new mechanical building under a separate contract to house the replacement refrigeration plant. The successful Proponent shall be responsible for the complete design-build refrigeration scope including equipment design, engineering, supply, installation, controls, startup, commissioning, demolition of the existing plant following successful cutover, and all coordination required with the building contractor, Town representatives, utilities, and authorities having jurisdiction.

The existing refrigeration system currently serving Amherst Stadium shall remain operational during construction of the new refrigeration plant. The successful Proponent will be required to develop a phased installation, transition, and cutover strategy designed to minimize operational interruption and maintain arena service continuity until the scheduled offseason shutdown period, during which final cutover activities shall occur.

Proponents must possess a comprehensive understanding of industrial refrigeration systems, ammonia plant design, municipal arena operations, controls modernization, and phased plant replacement projects. Proponents shall demonstrate proven experience delivering similar refrigeration projects within the past five (5) years. The Town reserves the right to verify all references furnished and consider reference responses as part of the evaluation process.

Interested parties are encouraged to consider operational efficiency, lifecycle cost reduction, energy performance, equipment serviceability, long-term reliability, maintainability, safety, and practical municipal operation in the development of their proposed solution.

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## **1.0 ELIGIBILITY OF PROPONENTS**

- 1.1 Proponents will be considered from established and experienced firms engaged in the business of providing industrial refrigeration systems, ammonia refrigeration design-build services, refrigeration controls, commissioning, and related services similar or identical to those described within this Request for Proposals. Proponents shall have been actively engaged in the industry for a minimum of five (5) years, be financially stable, and be capable of providing a minimum of three (3) client references for projects of similar size, complexity, and scope.
- 1.2 All professional engineers, refrigeration designers, controls specialists, and technical personnel assigned within the scope of this project shall retain all applicable licenses, certifications, and professional qualifications required to practice within the Province of Nova Scotia. All engineering services shall be completed under the direction of a Professional Engineer licensed to practice in Nova Scotia.
- 1.3 The proposed solution offered shall operate within the parameters established within this Request for Proposals document.

## **2.0 DEFINITIONS**

- 2.1 In this Request for Proposal, except where otherwise qualified, the following terms shall be defined as follows:
- “Closing Date” means the official submission closing date and time identified within this Request for Proposal.
  - “Town” means the Town of Amherst and/or employees, representatives, consultants, and designated staff involved with this project.
  - “Project Stakeholders” means all entities involved in project design, coordination, oversight, construction, approvals, and facility operation including, but not limited to, the Town of Amherst, the building contractor responsible for the new mechanical building, authorities having jurisdiction, utility providers, regulators, consultants, and project representatives.
  - “RFP” means this Request for Proposal including all schedules, appendices, attachments, specifications, and addenda issued by the Town.
  - “Sub-Contractor” or “Sub-Consultant” means any person or firm to whom a Proponent intends to delegate part, or all the services or work associated with the project.
  - “Proponent” means Consultant, Supplier, Contractor, Vendor, Design-Builder, or Bidder submitting a proposal in response to this Request for Proposals.
  - “Successful Proponent” means the person or firm whose proposal is accepted by the Town.

### 3.0 ACCURACY OF THE RFP

While every reasonable effort has been made to ensure the accuracy of this Request for Proposals, it is not guaranteed or warranted by the Town to be accurate, comprehensive, or exhaustive.

#### 3.1 SITE VISIT

A **mandatory** site visit is scheduled for July 09, 2026 at 11:00am. Meet in the lobby of the Amherst Stadium

Proponents shall be responsible for familiarizing themselves with:

- Existing refrigeration plant conditions
- Existing arena refrigeration infrastructure
- Existing mechanical and piping arrangements
- Existing slab and floor system interfaces
- Existing operational constraints
- Proposed mechanical building coordination requirements
- Site access conditions
- Existing utilities and services
- All other conditions that may affect performance of the Contract.

Failure to attend the mandatory site visit may result in rejection of the submission.

### 4.0 SUBMISSION OF PROPOSALS

#### 4.1 All proposals must be received in their entirety at or before **2:00pm local time, July 30, 2026**

Submissions must be clearly marked: **RFP-26-06 DESIGN-BUILD AMHERST STADIUM REFRIGERATION PLANT REPLACEMENT**

#### PROPOSAL SUBMISSION

Proponents shall submit a completed Proposal Form together with all supporting documentation required by this Request for Proposals. All submissions shall be submitted electronically to: [procurement@amherst.ca](mailto:procurement@amherst.ca) Ensure the email subject line is marked with the RFP ID.

**PROPOSAL:**     **RFP-26-06 DESIGN-BUILD AMHERST STADIUM REFRIGERATION PLANT REPLACEMENT**  
                          **TOWN OF AMHERST**  
                          **98 VICTORIA STREET EAST**  
                          **AMHERST, NS B4H 1X6**

**ATTENTION:**   **JASON MACDONALD, MCIP, LPP**  
                          **Chief Administrative Officer**

#### 4.1.1 Failure to properly identify the submission with the correct RFP number may result in rejection as a late or non-compliant submission.

- 4.1.2 With submissions being accepted electronically only, all references to documents shall mean electronic documents.
  - 4.1.2.1 Proposals must be received at: [procurement@amherst.ca](mailto:procurement@amherst.ca)
  - 4.1.2.2 Submissions delivered to any other email address or physical location shall not be accepted. All questions relating to this RFP shall be directed exclusively to the procurement contact identified within the document.
  - 4.1.2.3 Submission time shall be determined by the Town of Amherst email server and shall constitute the official receipt date and time.
  - 4.1.2.4 It is solely the responsibility of the Proponent to ensure submissions are received prior to closing. Late submissions shall not be accepted.
  - 4.1.2.5 The Town utilizes electronic security and filtering systems. Proponents are responsible for allowing sufficient transmission time before closing. The Town shall not be responsible for transmission failures.
  - 4.1.2.6 Submissions may be withdrawn at any time prior to closing.
- 4.1.3 Submissions or addenda submitted by fax, telephone, physical delivery, or other unauthorized methods shall not be accepted.
- 4.1.4 All submissions shall remain firm for ninety (90) calendar days following closing.
- 4.1.5 The Town reserves the right to waive technicalities, reject any or all submissions, reject portions of submissions, seek revised submissions, proceed by alternate means, or abandon the project entirely where deemed to be in the best interests of the Town.
- 4.1.6 The Town reserves the right to request clarification, supplemental information, presentations, demonstrations, interviews, or additional technical documentation. All associated costs shall be borne solely by the Proponent.
- 4.1.7 Proponents are responsible for obtaining any clarification required while the RFP remains open. Questions shall be directed in writing to the procurement contact. No verbal responses shall be binding.
  - 4.1.7.1 Proponents shall be deemed to have familiarized themselves with all site conditions, operational limitations, phasing requirements, existing infrastructure conditions, and other matters which may affect performance of the Contract. No claims resulting from failure to investigate shall be considered.
- 4.1.8 The Town reserves the right to inspect work during design, construction, commissioning, startup, warranty, or project completion phases and shall be the sole judge as to whether work is satisfactory.

- 4.1.9 The Town reserves the right to terminate the contract upon written notice if, in the opinion of the Town, the Successful Proponent fails to fulfill the requirements, conditions, specifications, schedules, or obligations of the Contract.
- 4.1.10 Failure to comply with any requirements contained within this Request for Proposals may result in rejection of the submission or delay of payment.
- 4.1.11 This Request for Proposals is subject to the Canadian Free Trade Agreement (CFTA) and the Atlantic Trade and Procurement Partnership (ATPP).

## **5.0 QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATIONS**

- 5.1 Any Proponent identifying discrepancies, omissions, ambiguities, or uncertainties within this Request for Proposals shall notify the procurement contact in writing. Where required, corrections, clarifications, or interpretations shall be issued through written addenda.
- 5.2 All enquiries shall be submitted by email only to: [procurement@amherst.ca](mailto:procurement@amherst.ca)  
Deadline for enquiries shall be **July 23, 2026**.
- 5.3 Proponents shall not communicate with Town staff, Council members, project representatives, consultants, contractors, or other stakeholders regarding this project outside the designated procurement contact. Failure to comply may result in disqualification.
- 5.4 Verbal information shall not be binding.
- 5.5 Responses requiring clarification of the RFP shall be issued by written addendum. All addenda shall form part of the Contract Documents.
- 5.6 It shall remain the responsibility of the Proponent to confirm receipt of all addenda prior to submission.
- 5.7 Failure to acknowledge all addenda issued may result in rejection of the submission.

## **6.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 6.1 Prior to the closing date, submissions may be amended or withdrawn through written notification to the procurement contact.
- 6.2 Following closing, submissions shall be considered final. No proposal, sub-contractor arrangement, pricing structure, or project team composition shall be altered following closing except where expressly permitted by the Town during negotiations or contract finalization.

## **7.0 VALIDITY OF PROPOSALS**

- 7.1 Proposals shall remain valid and open for acceptance by the Town for a period of ninety (90) calendar days following the closing date. This period may be extended by no more than thirty

(30) additional calendar days if requested in writing by the Town and agreed to by the Proponents.

## **8.0 CANCELLATION**

- 8.1 This Request for Proposals may be cancelled in whole or in part without penalty when, in the opinion of the Town:
- a) There has been a substantial change in project requirements following issuance of the RFP;
  - b) There was insufficient competition to provide the level of service, technical capability, pricing, or project approach required;
  - c) Submitted pricing exceeds available funding or acceptable project value thresholds;
  - d) The Town, in its sole discretion, determines there is sufficient justification to cancel, revise, delay, or reissue the procurement.

## **9.0 CONTRACT SECURITY**

- 9.1 Proponents shall submit with their proposal a proposal deposit in the form of a Bid Bond or Certified Cheque in the amount of ten percent (10%) of the proposal value, payable to the Town of Amherst.

- 9.2 Upon award of Contract, the Successful Proponent shall provide:
- a) 50% Performance Bond
  - b) 50% Labour and Materials Payment Bond

E-bonds are acceptable for the performance and labour & materials bond.

- 9.3 Proposal security shall be issued by a Surety Company licensed to operate within the Province of Nova Scotia.
- 9.4 Costs associated with proposal security, bonding, and related requirements shall be included within the Proposal price.
- 9.5 Proposals failing to include the required proposal security may be rejected.
- 9.6 Proposal security shall be returned to unsuccessful Proponents following contract award and execution.

## **10.0 INSURANCE REQUIREMENTS**

- 10.1 The Successful Proponent shall provide proof of Commercial General Liability Insurance and Automobile Liability Insurance covering owned, leased, rented, and non-owned vehicles. Coverage shall be maintained at a minimum value of Five Million Dollars (\$5,000,000 CAD) per occurrence. The Town of Amherst shall be named as Additional Insured.
- 10.2 The Successful Proponent shall provide Professional Liability / Errors & Omissions Insurance with minimum coverage of Five Million Dollars (\$5,000,000 CAD) per claim.

- Coverage shall apply to:
- Refrigeration engineering
  - Design services
  - Controls programming and system design
  - Equipment selection and specification
  - Commissioning and technical documentation
  - Associated professional services.

- 10.3 The Successful Proponent shall provide proof of Pollution / Environmental Liability Insurance where applicable to ammonia refrigeration systems and hazardous materials work.
- 10.4 Proof of insurance shall be provided within ten (10) business days following award. No contract shall be executed without satisfactory proof of insurance.
- 10.5 Written notification of policy cancellation, material change, or lapse shall be provided to the Town a minimum of thirty (30) days prior to change taking effect.
- 10.6 All required insurance shall remain in force until completion of all work, commissioning, deficiencies, warranty obligations, and final payment.
- 11.0 WCB AND OHS COMPLIANCE**
- 11.1 The Successful Proponent shall provide proof of current standing with the Workers Compensation Board of Nova Scotia.
- 11.2 If the Successful Proponent does not currently maintain WCB coverage, coverage shall be established prior to project commencement.
- 11.3 Good standing with WCB shall be maintained for the full duration of the Contract.
- 11.4 The Successful Proponent shall provide:
- Certificate of Recognition (COR)
- OR
- Approved equivalent acceptable to the Town.
- 11.5 The Successful Proponent shall provide a Site-Specific Safety Plan prior to commencement.
- 11.6 The Successful Proponent shall be fully responsible for compliance with:
- Nova Scotia Occupational Health & Safety Act
  - Nova Scotia Technical Safety Act
  - Refrigeration and ammonia safety regulations
  - Applicable confined space, lockout/tagout, and hazardous materials procedures
  - All applicable codes and authorities having jurisdiction.

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**12.0 PERMITS, LICENSES & REGULATORY COMPLIANCE**

12.1 The Successful Proponent shall obtain, coordinate, and pay for all permits, licenses, approvals, inspections, certifications, and professional registrations required to execute the work.

12.2 This includes but is not limited to:

- Building permits
- Electrical permits
- Technical Safety permits
- Pressure equipment approvals
- Refrigeration system approvals
- Utility coordination requirements
- Engineering certifications
- Regulatory inspections.

12.3 The Proponent shall indemnify and save harmless the Town from damages, claims, penalties, delays, or liabilities arising from failure to obtain or maintain required approvals.

**13.0 USE OF SUB-CONTRACTORS / SUB-CONSULTANTS**

13.1 Sub-contractors and sub-consultants shall be permitted provided they are clearly identified within the submission package together with:

- Company name
- Scope of responsibility
- Qualifications
- Relevant experience
- Applicable licensing or certifications.

13.2 The Proponent shall remain fully responsible for:

- Quality of work
- Coordination
- Scheduling
- Safety
- Technical compliance
- Performance of all sub-contractors.

13.3 The Town reserves the right to review references for named subcontractors.

13.4 Substitutions following award shall require prior written approval from the Town.

13.5 Use of apprentices is encouraged where appropriate, provided all applicable supervision requirements are maintained.

**14.0 CONFLICT OF INTEREST**

14.1 Proponents shall disclose any actual, perceived, or potential conflict of interest involving:

- The Town of Amherst
- Project representatives
- Consultants
- Contractors
- Regulators
- Project stakeholders.

Failure to disclose conflicts may result in rejection or termination.

## **15.0 LAWS, ACTS, REGULATIONS, BY-LAWS & CODES**

15.1 The Successful Proponent and all subcontractors shall perform work in compliance with:

- Federal legislation
- Provincial legislation
- Municipal by-laws
- Building codes
- Electrical codes
- Refrigeration codes
- Technical Safety regulations
- CSA standards
- Applicable ammonia refrigeration safety standards.

15.2 The Town reserves the right to inspect the work for regulatory compliance throughout the project.

## **16.0 GOVERNING LAW**

16.1 This Request for Proposals shall be governed by and interpreted in accordance with the laws of Canada and the Province of Nova Scotia. The Successful Proponent agrees to submit to the exclusive jurisdiction of the Courts of Nova Scotia.

## **17.0 INFRINGEMENTS & INDEMNIFICATIONS**

17.1 The Proponent shall protect, defend, indemnify, and save harmless the Town, its representatives, employees, agents, and project stakeholders from all claims, liabilities, damages, losses, costs, or actions arising from:

- Patent infringement
- Copyright infringement
- Use of proprietary equipment, software, controls, processes, or materials
- Personal injury
- Property damage
- Design deficiencies
- Installation deficiencies
- Commissioning failures
- Regulatory violations
- Contractor negligence
- Subcontractor negligence.

- 17.2 The Successful Proponent shall remain responsible for all damages, losses, liabilities, or claims resulting from the work, equipment, materials, engineering, controls, commissioning, or associated services supplied under this Contract.

## **18.0 REQUIREMENTS AND RESPONSIBILITIES OF THE PROPONENT**

- 18.1 This Request for Proposals identifies major requirements associated with the Amherst Stadium Refrigeration Plant Replacement project; however, it remains the responsibility of the Proponent to provide all labour, engineering, supervision, equipment, controls, software, materials, tools, consumables, permits, testing, commissioning services, and incidental items required to deliver a complete, fully operational refrigeration plant.

Nothing contained within this document shall relieve the Successful Proponent from completing the work in a professional, safe, code-compliant, and timely manner.

- 18.2 All work shall be performed by qualified, skilled, and appropriately licensed personnel.

The Successful Proponent shall work directly with designated Town representatives, facility operators, and the building contractor responsible for the separate mechanical building contract to ensure successful project delivery.

Scheduling, coordination, shutdowns, transition activities, and construction sequencing shall be coordinated with the Town's designated Project Manager.

- 18.3 It shall be the sole responsibility of the Proponent to fully understand the scope, complexity, operational requirements, and phasing considerations associated with this project.

Information derived from drawings, specifications, site visits, or other sources shall not relieve the Proponent from fulfilling Contract obligations.

All work required to provide a complete and functional refrigeration plant, whether specifically identified within the RFP or not, shall be deemed included within the Contract scope.

- 18.4 All specifications contained within this Request for Proposals shall be considered minimum acceptable requirements unless otherwise identified.

The apparent omission of details or descriptions shall not relieve the Successful Proponent from providing materials, workmanship, engineering, controls, equipment, and installation practices consistent with the highest commercial and industrial refrigeration standards.

- 18.5 If, for any reason, the Successful Proponent becomes unable to meet established milestones, schedules, cutover windows, or commissioning timelines, the Proponent shall immediately notify the Town's Project Manager in writing, provide rationale for the delay, and submit a revised recovery schedule for review and approval.

## **19.0 CONTRACT / AGREEMENT**

- 19.1 Unless otherwise amended in writing, selection of a proposal shall be binding upon the Successful Proponent and the requirements, conditions, and commitments contained within this Request for Proposals shall form part of the resulting Contract.

- 19.2 The Town is not obligated to accept the lowest priced proposal or any proposal submitted. Award may be based on best overall value, technical merit, lifecycle suitability, operational considerations, and available funding.

- 19.3 Selection of a proposal does not guarantee execution of a Contract. Selection initiates the process of negotiation, clarification, and formal agreement preparation.
- 19.4 No alteration, substitution, or modification to Contract terms shall be binding unless approved in writing by the Town.
- 19.5 The Town intends to execute a formal agreement with the Successful Proponent within approximately thirty (30) days of award.

## **20.0 INTELLECTUAL PROPERTY & OWNERSHIP OF MATERIALS**

- 20.1 All finished and unfinished reports, calculations, refrigeration designs, load calculations, control sequences, shop drawings, commissioning reports, operating procedures, software configurations, as-built drawings, manuals, studies, schedules, photographs, electronic files, and associated project materials shall become property of the Town upon payment.
- 20.2 The Town may utilize, modify, extend, reproduce, or adapt project materials at its own risk without additional consent or compensation.
- 20.3 The Successful Proponent warrants that all submitted materials and systems do not infringe upon intellectual property rights of others.
- 20.4 Pre-existing intellectual property rights of either party shall remain unaffected except where expressly transferred through the Contract.
- 20.5 Upon final payment, the Town shall receive unrestricted access to all controls programming, PLC logic, HMI software, passwords, licenses, backups, and source files necessary for operation, maintenance, troubleshooting, and future modification of the refrigeration plant.

## **21.0 CANCELLATION OF CONTRACT**

- 21.1 Where the Successful Proponent fails to comply with the requirements, specifications, timelines, safety obligations, or Contract conditions associated with this project, the Town reserves the right to terminate the Contract following written notice.

This includes, but is not limited to:

- Unsatisfactory performance
- Safety deficiencies
- Regulatory non-compliance
- Inadequate staffing or supervision
- Repeated schedule failures
- Technical deficiencies
- Poor workmanship
- Deficient commissioning or startup performance.

The Town shall assess performance throughout the project and may issue written deficiency notices requiring corrective action.

- 21.2 Where critical project personnel identified within the submission become unavailable and suitable replacements acceptable to the Town cannot be provided, the Town may terminate the Contract upon written notice.
- 21.3 Where project funding becomes unavailable, insufficient, delayed, or materially changed, the Town reserves the right to terminate the Contract.

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## **22.0 PAYMENT TERMS & INVOICING**

- 22.1 The Town's standard payment terms are thirty (30) days. Alternative payment structures may be negotiated and incorporated into the executed Contract.
- 22.2 Invoices shall be submitted electronically to the Town contact identified within the Contract.
- 22.3 Invoices shall include:
- Company name and HST number
  - Invoice date and number
  - RFP number
  - Progress claim number
  - Work completed by percentage or milestone
  - Subtotal before HST
  - HST amount
  - Holdback amount
  - Total claim amount
  - Summary of work completed
  - Supporting documentation requested by the Town.
- 22.4 A statutory holdback or project holdback structure may apply as defined within the Contract.
- 22.5 Payments shall be limited to approved work completed.
- 22.6 The Town reserves the right to verify work progress, commissioning progress, testing results, and compliance prior to release of payment.
- 22.7 Prepayments and proforma invoices shall not be accepted unless expressly approved by the Town.
- 22.8 Extra work, contingency usage, or scope modifications shall require prior written approval through the Town's change management process.

## **23.0 RIGHTS OF THE TOWN**

- 23.1 Based on funding, operational requirements, design considerations, or project priorities, the Town reserves the right to add, remove, revise, phase, or negotiate components of the project.
- 23.2 The Town reserves the right to award based upon evaluation criteria and best overall value rather than pricing alone.
- 23.3 The Town reserves the right to contact references and independently verify qualifications, technical competence, project history, and performance.
- 23.4 The Town reserves the right to determine acceptability of deviations, substitutions, alternate systems, or equivalent equipment.
- 23.5 The Town reserves the right to make interim operational arrangements where contractor performance, labour disruption, force majeure events, or other circumstances affect project execution.
- 23.6 The Town reserves the right not to award this Request for Proposals for budgetary, technical, operational, procurement, or other reasons.

- 23.7 The Town reserves the right to terminate agreements where ownership, financial status, licensing status, or legal standing of the service provider materially changes.
- 23.8 Issuance of this Request for Proposals does not obligate the Town to enter into a Contract.
- 24.0 REVISION OF PROPOSAL SUBMISSION**
- 24.1 The Town reserves the right to amend this Request for Proposals prior to closing through issuance of written addenda.
- 24.2 Proposal revisions may only occur in accordance with procedures established by the Town prior to closing.
- 25.0 LOCAL PREFERENCE**
- 25.1 Local preference shall apply in accordance with the Town of Amherst Procurement Policy where applicable and where not restricted by the Canadian Free Trade Agreement (CFTA), Atlantic Trade and Procurement Partnership (ATPP), or other governing procurement legislation.
- 26.0 TIME / COMPLETION / DELIVERY**
- 26.1 Time is of the essence.
- The Successful Proponent shall carefully consider all scheduling obligations prior to submission, including:
- Design timelines
  - Equipment procurement
  - Construction sequencing
  - Mechanical building coordination
  - Operational transition planning
  - Offseason shutdown window
  - Commissioning and startup requirements.
- Failure to meet required schedules may constitute grounds for corrective action, damages, or Contract termination.
- 27.0 ERRORS**
- 27.1 Proposals received shall be considered final.
- 27.2 In the event of mathematical discrepancies, the Town reserves the right to determine the governing value or seek clarification.
- 28.0 FORM**
- 28.1 Proposals must be properly signed and submitted in the prescribed format.
- 28.2 `Qualifications, exclusions, limitations, or conditional pricing may result in rejection.
- 29.0 LIABILITY**
- 29.1 The Proponent acknowledges its status as an independent contractor and agrees to indemnify, protect, and save harmless the Town from claims, liabilities, damages, costs, or actions arising from performance of the work.
- 29.2 Claims arising during the Contract shall be documented and addressed promptly.

The Town reserves the right to withhold payment where unresolved claims, deficiencies, insurance matters, regulatory issues, or safety concerns remain outstanding.

### **30.0 PLANNING / PREDESIGN**

30.1 Following award of the Request for Proposals, the Successful Proponent shall meet with Town representatives to establish:

- Detailed project schedule
- Design milestones
- Equipment procurement schedule
- Building coordination requirements
- Construction phasing strategy
- Transition and cutover sequencing
- Commissioning schedule
- Shutdown coordination requirements.

Following approval of the project execution plan, no material design changes, substitutions, equipment revisions, or sequencing changes shall occur without written approval from the Town.

30.2 The Successful Proponent shall coordinate with:

- Town representatives
- Mechanical building contractor
- Electrical contractor(s)
- Utility providers
- Equipment manufacturers
- Authorities having jurisdiction
- Specialized subcontractors.

The Proponent shall provide ongoing project supervision and periodic progress reporting throughout design, construction, commissioning, startup, and closeout phases.

30.3 The Town shall have access to all project information, schedules, drawings, engineering calculations, commissioning records, controls documentation, and project reporting throughout the duration of the Contract.

### **31.0 SAFETY**

31.1 The Successful Proponent shall be fully responsible for all construction, refrigeration, commissioning, ammonia handling, and jobsite safety associated with this project.

The Successful Proponent shall comply with:

- Nova Scotia Occupational Health & Safety Act
- Nova Scotia Technical Safety Act
- Applicable refrigeration safety regulations
- Applicable ammonia handling requirements
- Confined space requirements
- Lockout / Tagout requirements
- Pressure testing requirements
- Hazardous materials procedures
- All applicable authorities having jurisdiction.

- 31.2 Prior to commencement of work, the Successful Proponent shall provide a Site Specific Safety Plan including procedures relating to:
- Construction activities
  - Refrigeration installation activities
  - Ammonia handling
  - Emergency response procedures
  - Plant shutdown coordination
  - Controls startup safety
  - Pressure testing
  - Equipment commissioning
  - Worker training and hazard mitigation.

- 31.3 Special consideration shall be given to maintaining safe operation of the existing refrigeration system during construction.

### **32.0 INDEMNITY**

- 32.1 If Contract is awarded, the Successful Proponent shall indemnify and save harmless the Town of Amherst, its directors, officers, employees, consultants, agents, and representatives from and against all claims, losses, damages, liabilities, actions, costs, penalties, expenses, or proceedings arising from:

- Design activities
- Engineering services
- Equipment supply
- Refrigeration installation
- Controls programming
- Commissioning
- Startup activities
- Contractor negligence
- Regulatory violations
- Injury, illness, death, or property damage.

- 32.2 All equipment, materials, software, controls, refrigerant, piping, and work supplied under this Contract shall remain at the Contractor's risk until final acceptance by the Town.

### **33.0 CLARIFICATION & ADDENDA**

- 33.1 Proponents shall notify the Procurement Contact of any omissions, ambiguities, discrepancies, conflicts, or uncertainties identified within the Request for Proposals. Where clarification is required, written addenda shall be issued.

- 33.2 All addenda shall form part of the Contract Documents.

- 33.3 Only written information issued through formal addenda shall be considered binding.

### **34.0 SCOPE OF WORK**

The Town of Amherst intends to replace the existing ammonia refrigeration plant serving Amherst Stadium with a modern, energy-efficient, reliable, and serviceable refrigeration system capable of supporting long-term municipal arena operations.

The existing arena slab and floor piping system shall remain in service. The Town intends to construct a separate mechanical building under a separate contract to house the new refrigeration plant. The Successful Proponent shall coordinate all refrigeration-related requirements with the building contractor and Town representatives.

All work shall be completed in accordance with:

- National Building Code of Canada
- Nova Scotia Building Code Regulations
- Canadian Electrical Code
- Nova Scotia Technical Safety Act
- Applicable refrigeration and ammonia safety regulations
- CSA Standards
- Manufacturer requirements
- Authorities having jurisdiction.
- Refrigeration engineering, load calculations, and detailed design.

The Successful Proponent shall provide a complete turnkey design-build solution including all labour, materials, equipment, supervision, engineering, commissioning, and coordination required to deliver a fully operational refrigeration plant, including but not limited to:

- Supply and installation of two (2) new compressor packages complete with motors, guards, controls, instrumentation, and associated equipment.
- Supply and installation of one (1) new evaporative condenser complete with tank, pump package, piping, valves, controls, and accessories.
- Supply and installation of one (1) new arena chiller. Proponents may propose either a shell-and-tube or plate-and-frame chiller.
- Supply and installation of two (2) new brine pumps, consisting of one duty pump and one standby pump.
- Supply and installation of a new underfloor heating heat exchanger system complete with pumps, valves, controls, and associated piping.
- Supply and installation of all refrigeration piping, valves, insulation, supports, instrumentation, and accessories.
- Supply and installation of a complete modernized refrigeration control system including PLCs, HMIs, VFDs, remote monitoring capability, alarm notification, trending, and reporting functionality.
- Supply and installation of a completely new ammonia charge and brine charge.
- Integration of heat recovery opportunities where practical and economically beneficial.
- Demolition and removal of the existing refrigeration plant following successful commissioning and transition to the new system.
- Permitting, approvals, inspections, testing, startup, commissioning, operator training, closeout documentation, and warranty services.
- Project management, supervision, quality control, scheduling, and coordination throughout the project.

### **34.1 PROJECT DELIVERY REQUIREMENTS**

The Successful Proponent shall provide a complete turnkey refrigeration plant replacement including but not limited to:

- Refrigeration engineering
- Equipment sizing and load calculations
- Detailed design development
- Equipment procurement
- Controls programming and integration
- Installation
- Testing
- Startup
- Commissioning
- Training
- Demolition of existing plant following successful cutover
- Closeout documentation
- Warranty services.

### **34.2 PHASE 1 – DATA COLLECTION / EXISTING CONDITIONS**

The Successful Proponent shall:

- Review existing refrigeration plant conditions
- Review existing slab and floor piping systems
- Verify refrigeration load requirements
- Review existing utility conditions
- Confirm building coordination requirements
- Review mechanical building interface requirements
- Confirm existing operational constraints.

### **34.3 PHASE 2 – DESIGN & CONSTRUCTION**

The Successful Proponent shall consult with the Town throughout design development.

Work shall include:

- Preliminary design submission
- Equipment selection
- Refrigeration design calculations
- Controls philosophy development
- Transition and cutover planning
- Detailed engineering design
- Sealed design drawings by a Professional Engineer licensed in Nova Scotia.

The Proponent shall provide:

- PDF drawing packages
- Sealed drawings
- Equipment schedules
- Controls documentation
- Installation details
- Shop drawing review
- Bi-weekly project meetings

- Ongoing quality control.

#### **34.4 PHASE 3 – COMMISSIONING / CLOSEOUT**

The Successful Proponent shall provide:

- Refrigeration startup
- Controls commissioning
- Alarm testing
- Ice-making verification
- Operational testing
- Performance verification
- Operator training
- Emergency shutdown training
- O&M manuals
- As-built drawings
- Maintenance schedules
- Warranty documentation.
- Sealed Record Drawings
- AutoCAD Files
- Controls Backups
- PLC Program Files
- HMI Program Files
- Electrical Schematics
- Refrigeration P&IDs
- Operator Training Materials
- Maintenance Training Materials
- Recommended Spare Parts List
- Warranty Certificates
- Commissioning Report
- Final Performance Verification Report

Final acceptance shall occur only following successful operation under normal arena ice-making conditions.

#### **34.5 DESIGN REQUIREMENTS**

The refrigeration plant shall:

- Utilize ammonia refrigerant.
- Be suitable for year-round arena operation.
- Be designed for operational reliability and redundancy.
- Be designed for ease of maintenance and serviceability.
- Provide safe access to all equipment for operation and maintenance.
- Allow for future service, repair, and replacement of major components without significant structural modifications.
- Be designed to maximize lifecycle value and minimize long-term operating costs.
- Incorporate modern controls and automation.
- Provide remote monitoring and alarm capability.
- All engineering drawings shall be sealed by a Professional Engineer licensed to practice in Nova Scotia.

### **34.6 REFRIGERATION EQUIPMENT**

The refrigeration system shall include, at a minimum:

#### **Compressors**

- Two (2) new compressor packages.
- Complete operating and safety controls.
- Vibration isolation and service clearances.
- Capacity suitable for arena operation and design loads.

#### **Condenser**

- One (1) new evaporative condenser.
- Complete pump package.
- Tank, controls, valves, and accessories.

#### **Chiller**

Proponents may propose:

- Shell-and-tube chiller OR Plate-and-frame chiller.

Submissions shall clearly identify:

- Efficiency characteristics.
- Maintenance requirements.
- Serviceability considerations.
- Lifecycle implications.

#### **Brine System**

- Two (2) brine pumps (one duty and one standby).
- Complete piping, controls, and instrumentation.

#### **Underfloor Heating**

- New underfloor heating heat exchanger system.
- Associated pumps, controls, valves, and accessories.

### **34.7 CONTROLS & AUTOMATION**

- The refrigeration plant shall include a complete modern controls system including:
- PLC-based control platform.
- Operator HMI.
- Equipment monitoring.
- Alarm management.
- Remote monitoring capability.
- Trending and historical reporting.
- Energy monitoring where practical.
- VFD integration.
- Automated sequencing and optimization.
- Controls shall be designed for ease of use by municipal operators.

### **34.8 CONSTRUCTION PHASING & OPERATIONAL REQUIREMENTS**

- The existing refrigeration plant shall remain operational during construction.
- The Successful Proponent shall provide a detailed transition and cutover plan.
- Shutdown periods shall be coordinated with the Town.
- Final cutover shall occur during the approved offseason shutdown period.
- Operational downtime shall be minimized.

**34.9 PROJECT DELIVERY**

- The Successful Proponent shall:
- Coordinate all utilities and authorities having jurisdiction.
- Obtain or support all required permits and approvals.
- Attend bi-weekly project meetings.
- Maintain quality control throughout the project.
- Provide a detailed project schedule with milestones.
- Coordinate all work with the separate mechanical building contract.

**34.10 PROJECT CLOSEOUT REQUIREMENTS**

- The Successful Proponent shall provide:
- As-built drawings.
- Record drawings in PDF and AutoCAD format.
- Operation and maintenance manuals.
- Warranty documentation.
- Commissioning reports.
- Controls documentation.
- Training documentation.
- Recommended maintenance schedules.
- Certificates of Substantial Completion and Final Completion.
- Final deficiency correction and turnover documentation.

**35.0 EVALUATION**

35.1 An evaluation committee shall evaluate proposals. Compliant proposals shall be evaluated using the following criteria:

Criteria	Weight
Refrigeration System Design & Serviceability	20%
Controls & Automation	15%
Project Understanding & Transition Plan	15%
Experience & References	10%
Warranty & Maintenance	10%
Schedule & Delivery	10%
Project Price	20%

1. Lowest priced compliant bid will receive highest score of 20%
2. Next lowest bid will be divided into the lowest bid x 10 = \_%
3. Next lowest bid will be divided into the lowest bid x 10 = \_% and so on

**In order to advance beyond the evaluation cycle, a total overall score of 70 must be achieved upon the technical evaluation of your proposal.**

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## 35.2 Evaluation Criteria Definitions

### Refrigeration System Design & Serviceability (20%)

Evaluation will consider:

- Equipment selection
- System reliability
- Redundancy
- Serviceability
- Maintenance access
- Controls integration
- Lifecycle suitability
- Heat recovery approach
- Design practicality for municipal operation.

### Controls & Automation (15%)

Evaluation will consider:

- Controls architecture
- Alarm capability
- Remote monitoring
- Operator usability
- Trending / reporting
- Automation features
- Controls commissioning approach.

### Project Understanding & Transition Plan (15%)

Evaluation will consider:

- Construction sequencing
- Operational continuity strategy
- Shutdown planning
- Cutover methodology
- Building coordination
- Risk mitigation.

### Experience & References (10%)

Evaluation will consider:

- Similar ammonia refrigeration projects
- Arena refrigeration experience
- Municipal project history
- Technical qualifications
- Reference performance.

### Warranty & Maintenance (10%)

Evaluation will consider:

- Warranty duration
- Equipment support
- Parts availability
- Service response capability

- Maintenance requirements
- Lifecycle considerations.

#### **Schedule & Delivery (10%)**

Evaluation will consider:

- Design schedule
- Procurement schedule
- Construction sequencing
- Commissioning schedule
- Ability to achieve August 2027 operation.

#### **Project Price (20%)**

Evaluation will consider:

- Total turnkey cost
- Pricing completeness
- Overall value
- Alignment with project requirements.

### **36.0 CONDITIONS OF PURCHASE**

- 36.1 The Successful Proponent warrants that all goods, equipment, services, engineering, controls, and workmanship shall be supplied in a professional and workmanlike manner for a minimum period of one (1) year unless longer warranty periods are specified.

### **37.0 TERMINATION**

#### **37.1 Termination of Convenience**

The Town may terminate the Contract where deemed to be in its best interest. Reasonable costs incurred to date may be considered.

#### **37.2 Termination of Default**

Failure to perform Contract obligations may constitute grounds for termination. Payments may be withheld pending resolution of deficiencies.

### **38.0 CONTACT**

- 38.1 All enquiries relating to this Request for Proposals shall be directed IN WRITING to:

**Name:** Kim Jones

**Email:** [procurement@amherst.ca](mailto:procurement@amherst.ca)

- 38.2 Questions resulting in clarification shall be addressed through formal addenda posted through standard procurement channels.

- 38.3 The Town of Amherst has the right to reject any vendor that is found to be in communication with a Town staff member other than the contact above. The Town will not, and cannot be held responsible for, any information used within a proposal that has not been communicated through

this RFP, an addendum issued by Town staff specific to this RFP, and/or including information heard or communicated at any site visit.

### **39.0 WARRANTY**

- 39.1 Title to all materials and equipment shall be furnished free and clear of all liens, charges or other encumbrances.
- 39.2 Upon written notice during the warranty/guarantee period, immediately replace, repair or otherwise make good all defective work, materials or equipment at no additional cost to the Town.
- 39.3 All service work and repairs are FOB Amherst. In other words, the Town of Amherst will not pay travel charges for travel to/from our premises for warranty, further service, maintenance or repairs during the life of the equipment supplied because of this RFP. Out of town suppliers MUST, therefore, bid on the basis of providing service and support equivalent to that of an Amherst based dealer/supplier.

### **40.0 PROPRIETARY INFORMATION**

- 40.1 As proposals may be forwarded/reviewed by Council at public meetings, all proprietary information within your submission needs to be identified clearly, so all parties are aware of its proprietary nature. Preferred method would be yellow highlighting.

### **41.0 BUDGET**

- 41.1 The Town has established a fixed budget for this project. Proponents shall submit their best value solution that maximizes:
- Reliability
  - Serviceability
  - Operational efficiency
  - Energy performance
  - Lifecycle value
  - Municipal operational suitability

The Town reserves the right to negotiate scope adjustments, value-engineering options, alternate solutions, or phased implementation approaches as necessary to align with available project funding.

### **42.0 PROPOSAL MANDATORIES**

- 42.1 Each Proposal MUST include the following:
- Signed Form of Proposal.
  - Signed Attachment "A" – Atlantic Standard Terms and Conditions.
  - Bid Bond or Bid Security equal to ten percent (10%) of the Proposal value.
  - Company profile including:
    - Corporate history.
    - Organizational structure.

- Key personnel.
- Engineering team.
- Refrigeration certifications.
- Nova Scotia professional registrations.
- List of any sub-contractors to be used, disciplines may include but not limited to;
  - Refrigeration
  - Electrical
  - Controls Integration
  - Crane / Rigging
  - Insulation
  - Structural (if required)
- Minimum three (3) references for comparable ammonia refrigeration projects completed within the previous five (5) years.
- Preliminary refrigeration system concept including:
  - Equipment selection philosophy.
  - Plant layout.
  - Controls philosophy.
  - Serviceability considerations.
  - Transition strategy.
- Manufacturer specification sheets for:
  - Compressors.
  - Condenser.
  - Chiller.
  - Brine pumps.
  - Controls system.
  - Major equipment.
  - Warranty information.
- Detailed project schedule including:
  - Design.
  - Procurement.
  - Construction.
  - Cutover.
  - Commissioning.
  - Startup.
  - Completed Pricing Schedule.
- Acknowledgement of all Addenda.
- Any additional information the Proponent believes is beneficial to the Town's evaluation.

ATTACHMENT "A"

[Standard Terms and Conditions – The Council of Atlantic Premiers \(cap-cpma.ca\)](https://cap-cpma.ca/atlantic-supplier-development/standard-terms-and-conditions/)  
<https://cap-cpma.ca/atlantic-supplier-development/standard-terms-and-conditions/>

**NOTE: These Terms and Conditions and the Supplements for the Town of Amherst shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.**

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations.

If Proponents have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form.

To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

*Failure to completely comply with these Terms and Conditions could cause the Proponent's Proponent to be disqualified.*

**AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A AND HAS ACCORDINGLY READ THE ATLANTIC STANDARD TERMS AND CONDITIONS, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A, AS AN INTEGRAL PART OF ITS TENDER FORM IN THE MANNER AND SPACE SET OUT BELOW:**

\_\_\_\_\_  
Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**PROPOSAL FORM**

All prices shall be quoted in Canadian Dollars and shall **exclude HST.**

**SCHEDULE "A" – LUMP SUM PRICE**

DESCRIPTION	PRICE (Excluding Taxes)
Lump Sum Price – Design, Supply, Installation, Commissioning and Startup of the Amherst Stadium Refrigeration Plant Replacement Project in accordance with the specifications of this RFP	\$
Earliest Guaranteed Substantial Completion Date	
Earliest Guaranteed Operational Startup Date	

- Attachment A Signature page included in submission
- All mandatory documentation as required
- Addenda # \_\_\_\_\_ acknowledged

**SIGNATURES**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

[Seal]

\_\_\_\_\_  
 Name of Firm Tendering

\_\_\_\_\_  
 Signature of Signing Officer

\_\_\_\_\_  
 Name and Title of Signing Officer (Printed)

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Name and Title (Printed)

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Name and Title (Printed)

\_\_\_\_\_  
 Full Company Address, with Postal Code

\_\_\_\_\_  
 Telephone No.

**\*\*NOTE:** Proposals submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

### SCHEDULE "B" – PRICING BREAKDOWN

**Proponents shall complete the following pricing breakdown. The total value of all items shall equal the Lump Sum Price identified in Schedule "A".**

DESCRIPTION	PRICE (Excluding Taxes)
Engineering, Design Development, Load Calculations and Permitting	\$
Project Management and Construction Supervision	\$
Demolition and Removal of Existing Refrigeration Plant	\$
Compressor Packages (Supply & Installation)	\$
Evaporative Condenser System	\$
Arena Chiller System	\$
Brine Pumping System	\$
Underfloor Heating System	\$
Refrigeration Piping, Valves and Insulation	\$
Controls, Automation and Monitoring Systems	\$
VFDs, Motor Controls and Electrical Integration	\$
New Ammonia Charge	\$
New Brine Charge	\$
Heat Recovery Systems (if included)	\$
Startup, Commissioning and Performance Testing	\$
Operator Training and Documentation	\$
Warranty Services and Closeout Documentation	\$
Permits, Insurance and Bonding	\$
<b>TOTAL (Must Equal Schedule "A")</b>	<b>\$</b>

### SCHEDULE "C" – OPTIONAL PRICING

The following items may be added to or deleted from the Contract at the sole discretion of the Town.

DESCRIPTION	PRICE (Excluding Taxes)
Extended Compressor Warranty (5 Additional Years)	\$
Extended Controls Warranty (5 Additional Years)	\$
Annual Preventative Maintenance Program (Year 1)	\$
Annual Preventative Maintenance Program (Years 2–5)	\$
Remote Monitoring Subscription	\$
Additional Operator Training Sessions	\$
Spare Parts Package	\$
Additional Heat Recovery Equipment	\$
Enhanced Energy Monitoring Package	\$
Additional Redundancy Features (Specify)	\$

### SCHEDULE "D" – UNIT PRICES

The following unit prices shall remain valid for extra work and change orders.

DESCRIPTION	UNIT	UNIT RATE (Excluding Taxes)
Refrigeration Mechanic	Hour	\$
Apprentice Refrigeration Mechanic	Hour	\$
Electrician	Hour	\$
Instrumentation / Controls Technician	Hour	\$
Welder / Pipefitter	Hour	\$
Project Manager	Hour	\$
Engineer	Hour	\$
Refrigeration Service Technician	Hour	\$
Ammonia Refrigerant	Kg	\$
Brine Solution	Litre	\$
Carbon Steel Refrigeration Piping	L.M.	\$
Insulated Refrigeration Piping	L.M.	\$
Crane Services	Hour	\$
Lift Equipment	Day	\$

## **APPENDIX "B"**

### **EXISTING REFRIGERATION PLANT INFORMATION**

The following information is provided for reference purposes only:

- Existing refrigeration plant photographs
- Existing refrigeration equipment information
- Existing plant layout drawings
- Existing piping schematics
- Existing electrical and controls information
- Existing arena refrigeration system information
- Existing floor system information

The Town does not warrant the accuracy or completeness of information contained within this appendix. Proponents are responsible for independently verifying all information.



## **APPENDIX "C"**

### **EXISTING AMHERST STADIUM INFORMATION**

Reference information may include:

- Arena floor dimensions
  - Existing refrigeration load information
  - Existing operating parameters
  - Historical operating data
  - Existing utility information
  - Information is provided for reference only and shall be independently verified by the Proponent.
- 

