

**Request for Quotations
For
Exterior Ammonia Plant Inspections**

Request for Quotations No.: **2-2-251-09-81-70-08(1)**

Issued: **February 13, 2026**

Submission Deadline: **March 16, 2026 at 10:00 AM MST**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Respondents	3
1.2 RFQ Contact	3
1.3 Type of Contract for Deliverables	3
1.4 RFQ Timetable.....	3
1.5 Submission of Quotations	3
PART 2 – EVALUATION AND AWARD.....	4
2.1 Stages of Evaluation	4
2.2 Stage I – Mandatory Submission Requirements.....	4
2.3 Stage II – Mandatory Technical Requirements	4
2.4 Stage III – Pricing.....	4
2.5 Selection of Top-Ranked Respondent.....	4
PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS	5
3.1 General Information and Instructions.....	5
3.2 Communication after Issuance of RFQ.....	6
3.3 Notification and Debriefing	7
3.4 Conflict of Interest and Prohibited Conduct	7
3.5 Confidential Information	8
3.6 Procurement Process Non-binding.....	9
3.7 Governing Law and Interpretation	9
APPENDIX A – FORM OF AGREEMENT	11
APPENDIX B – SUBMISSION FORM	22
APPENDIX C – PRICING	25
APPENDIX D – RFQ PARTICULARS	26
A. THE DELIVERABLES.....	26
B. MATERIAL DISCLOSURES	27
C. MANDATORY SUBMISSION REQUIREMENTS	28
D. MANDATORY TECHNICAL REQUIREMENTS	28
E. PRE-CONDITIONS OF AWARD.....	28

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Town of Hinton (“the Municipality”) to prospective respondents to submit non-binding quotations for **Exterior Ammonia Plant Inspections**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Municipality requires inspections from a qualified pressure equipment inspections company to inform the decommissioning process of the old indoor ammonia plant and the commissioning process of a new outdoors ammonia plant at the Dr. Duncan Murray Recreation Centre in Hinton, AB at 805 Switzer Drive, T7V 1V1. The inspections work sought through this RFQ process will provide recommendations to the owner (Municipality) on any deficiencies or areas for improvement for legislative and regulatory compliance, ensure the Safety Codes Officer has all documentation they require, and perform any pre-inspections necessary to ensure that the Municipality is able to operate the new plant.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Heather Mark; Parks, Recreation Project Supervisor; hmark@hinton.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.3 Type of Contract for Deliverables

The selected respondent may be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Municipality’s intention to enter into a contract with only one (1) legal entity.

1.4 RFQ Timetable

Issue Date of RFQ	February 13, 2026
Deadline for Questions	March 9, 2026, at 12:00 PM MST
Deadline for Issuing Addenda	March 11, 2026, at 4:00 PM MST
Submission Deadline	March 16, 2026, at 10:00 AM MST

The RFQ timetable is tentative only and may be changed by the Municipality at any time.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to the RFQ Contact as attachments by email.

1.5.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected.

The Municipality will only accept electronic submissions submitted via email to the address set out above no later than the Submission Deadline.

Respondents are cautioned that the Submission Deadline is based on when the response is RECEIVED by the Municipality, and NOT when a response is submitted by the respondent. It is the sole responsibility of the respondent to be mindful of the length of time for the response to be transmitted due to file transfer size, transmission speed, etc., and the Municipality shall not be responsible for any delivery issues whether or not caused by the Municipality's server. As such, respondents are encouraged to seek confirmation from the Municipality that their response has been received.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents should submit electronic versions of their quotation.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline by emailing the amendment, as set out in 1.5.3 above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Municipality is under no obligation to return withdrawn quotations.

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Municipality will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

2.3 Stage II – Mandatory Technical Requirements

The Municipality will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Municipality as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.4 Stage III – Pricing

Stage III will consist of an evaluation of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent may be invited to enter into the Agreement in accordance with Part 3. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter

into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

2.6 Defects or Irregularities

Notwithstanding anything set out herein, the Municipality may elect at its sole discretion to accept or reject any quotation and to waive any defect, irregularity, or mistake in any quotation and to accept or reject any quotation or alternative quotation, in whole or in part, which it deems to be most advantageous to its interests.

The Municipality may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with or one or more of the respondents without having any duty or obligation to advise any other respondent or to allow them to vary their quotation as a result of such changes and the Municipality shall have no liability to any other respondent as a result of such negotiations or modifications.

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

3.1.4 References and Past Performance

In the evaluation process, the Municipality may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with the Municipality or other institutions. In addition, the Municipality in its sole and unfettered discretion, may disqualify a respondent who has previously been (or is presently) involved in litigation, arbitration, or any other dispute resolution process or quasi-judicial process in which it is taking a position that is adverse in interest to the Municipality.

3.1.5 Information in RFQ Only an Estimate

The Municipality and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by the Municipality

The Municipality will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The Municipality may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ, and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFQ Contact. The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Municipality is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Should the Municipality issue an addendum to the RFQ, it will be posted only on the Alberta Purchasing Connection ("APC") website. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Municipality. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Municipality determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Municipality may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the Municipality may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix D). The Municipality may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by the Municipality and a respondent, the other respondents will be notified by public posting, in the same manner that this RFQ was originally posted, of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing by email to the RFQ Contact and must be made within thirty (30) days of such notification.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Municipality in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Municipality may disqualify a respondent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Municipality may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Municipality determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Past Performance or Past Conduct

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Municipality

All information provided by or obtained from the Municipality in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Municipality and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Municipality; and
- (d) must be returned by the respondent to the Municipality immediately upon the request of the Municipality.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Municipality to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the Municipality will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Municipality and may result in an invitation by the Municipality to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Municipality by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Municipality to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Municipality may cancel or amend the RFQ process without liability at any time.

3.6.5 Limitation of Liability

Notwithstanding any other provision, by submitting a quotation, each respondent agrees that any claim the respondent may have against the Municipality and the Municipality's employees, agents, contractors, consultants and elected officials (collectively the "Municipality Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this RFQ process (whether in contract, tort, or other legal theory) is limited to an amount equal to the respondent's actual and reasonable costs in preparing its quotation to a maximum of \$2,500.00. For clarity, each respondent specifically waives as against the Municipality Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein and each respondent irrevocably and unconditionally attorns to the jurisdiction of the courts of the Judicial District of Edmonton in relation to any claim or dispute in relation to this RFQ.

APPENDIX A – FORM OF AGREEMENT

The following shall serve as the starting basis for contract negotiations between the Municipality and the successful respondent.

THIS SERVICE AGREEMENT (the “Agreement”) dated: _____.

BY AND BETWEEN:

TOWN OF HINTON, a municipal corporation formed pursuant to the Municipal Government Act of the province of Alberta (hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

_____, a corporation formed pursuant to the laws of the province of Alberta (hereinafter referred to as the “Consultant”)

OF THE SECOND PART

WHEREAS the Municipality is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide services to the Municipality as outlined in the RFQ Exterior Ammonia Plant Inspections dated February 13, 2026.

WHEREAS the Consultant is agreeable to providing such services to the Municipality on the terms and conditions as set out in this Agreement.

NOW THEREFORE the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

The Municipality designates Heather Mark; Recreation Projects Supervisor, as its representative (“Municipal Representative”) and, for the purposes of this Agreement, the Municipality’s address shall be:

**Town of Hinton
2nd Floor, 131 Civic Centre Road
Hinton, Alberta T7V 2E5**

The Consultant designates (Name) _____, (Title) _____,
as its representative and, for the purposes of this Agreement, the Consultant’s address shall be:

**(Name of Company)
(Address Line 1)
(Address Line 2)**

1 Services

The Municipality hereby agrees to engage the Consultant to provide Consulting services for a sound study as outlined in the Town's Request for Quote ("RFQ") Exterior Ammonia Plant Inspections, dated February 13, 2026, (as set out and described in Deliverables) and the Consultant's response _____, dated _____ (as set out and described in Schedule "B") attached hereto (collectively, the "Consulting Services"). The Consultant hereby agrees to provide such Consulting Services to the Municipality. Any changes to the scope and/or costs of this Agreement must be pre-approved in writing by the Director of Community and Protective Services for the Municipality or their designate. In the event of any conflict between the body of this Agreement, the RRP, and the Consultant's response, priority shall be given to the documents as follows:

- 1) Body of this Agreement;
- 2) RFQ; all attachments and addenda;
- 3) Response.

2 Term of Agreement

The Consultant hereby agrees to provide Consulting Services commencing on (date) _____ and will remain in full force and effect through and including (date) _____, subject only to any earlier termination of this Agreement as may hereinafter be provided for as outlined in this Agreement. Any changes in the Term of this Agreement will be in writing and mutually agreed upon by both parties, not to be unreasonably withheld.

3 Performance

The Consultant shall, in fulfillment of its duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the Municipality, it being agreed and understood that all such duties shall be consistent with the Consultant's expertise and experience. In performing the Consulting services, the Consultant shall obey all applicable laws, regulations, rules, and standards imposed by any government or the duly constituted public authority having jurisdiction over the parties to this Agreement or the Consulting Services to be performed. The Consultant also agrees to comply with all safety and security regulations as may be imposed by the Municipality, the Provincial Government of Alberta, and the Federal Government of Canada.

4 Skill and Expertise

The Consultant hereby represents and warrants that it has, and during the Term of this Agreement shall continue to have, the requisite skills and experience necessary to perform the Consulting Services in accordance with the Terms and Conditions of this Agreement. The Consultant shall, at all times during the Term of the Agreement, act in the best interests of the Municipality and shall perform the Consulting Services in a competent, adequate, and professional manner using care and diligence.

5 Compensation

For all Consulting Services rendered by the Consultant as required by this Agreement, the Municipality will pay to the Consultant an amount not to exceed (written dollar amount) _____ (\$00.00) excluding GST for services as follows:

	Total Agreement Value:

6 No Additional Payment for Unauthorized Work

No increase in the price of the work or any additional payment will be authorized by the Municipality or made to the Consultant as a result of any change to the Agreement unless such increase or additional payment has been authorized in advance and in writing by the Municipal Representative. Only the Municipal Representative can make changes to this Agreement and all such changes must be in writing.

7 Invoices, Payments, and Taxes

Unless specifically stated otherwise, all amounts in this Agreement are in Canadian dollars (herein defined as "CDN dollars") in respect of the Consulting Services performed for the Municipality. The Consultant agrees to invoice the Municipality in accordance with the following payment provisions:

- a) All invoices shall be accompanied by such supporting documentation as the Municipality may reasonably require from time to time. The Municipality shall pay to the Consultant approximate invoice amounts within thirty (30) days of receipt of the applicable invoice. The Consultant agrees that any and all amounts on account of taxes (income or otherwise), pension plan contributions, unemployment insurance contributions, or any other applicable regulations in respect of any fees paid to the government or other public authority by virtue of any law, rule, or regulation in respect of any fees paid to the Consultant pursuant to the provisions of this Agreement, are the Consultant's responsibility and shall be paid by the Consultant. Should the Municipality be obligated by law to make any payment or withholdings in respect of the Consulting Services, the Consultant hereby acknowledges that the Municipality shall have the authority to make such payments or withholdings, and to deduct such amounts from fees payable to the Consultant under this Agreement;
- b) The Consultant hereby agrees to indemnify and hold harmless from and against any and all actions, claims, damages, costs (including legal costs on a solicitor and own client basis), and expenses whatsoever which may be brought against, suffered, or incurred by the Municipality, or which the Municipality may incur, sustain, or pay, arising out of or in any way connected with any remittances required by law in any jurisdiction in which the Consulting Services are being provided. The Consultant must state on each invoice the Invoice Number;
- c) Where the Consultant is a non-resident and/or the Consultant is not commercially registered in Canada, the Municipality may be obligated by law to withhold an amount on the value of the Consulting Services rendered in Canada. Where it has

such an obligation, the Municipality will withhold the required amount from the amount of compensation (as noted above in Paragraph 5. Compensation) to be paid to the Consultant and remit it to Canada Revenue Agency as required unless the Consultant provides to the Municipality a valid exemption certificate or waiver from withholding prior to performing the Consulting Services in Canada;

- d) Subject to subsection (7c) above, and only when applicable, the Municipality will only reimburse costs for economy air travel and invoices received for either business or first-class air travel will be returned to the Consultant. Subject to subsection (7a) above, the difference between the cost of economy fares and business/first class shall be the responsibility of the Consultant and will not be reimbursed by the Municipality;
- e) At the end of each milestone payment during the Term of this Agreement the Consultant shall submit by e-mail an itemized invoice to the Municipal Representative based on total number of hours of Consulting Services performed during the billing period, (if applicable). All invoices shall be addressed as follows and submitted by e-mail to the Municipal Representative email hmark@hinton.ca.

Each itemized invoice shall include at least the following:

- (i) Where applicable, time sheets for all Consulting Services performed during such month, providing a summary of the Consulting Services performed and the pre- approved expenses (if any) incurred during such month, including a current WCB Clearance Letter;
- (ii) A statement directed to the Municipality stating the invoice is for services rendered or to the "Town of Hinton";
- (iii) Copies of statements or original receipts for pre-approved expenses;
- (iv) A summary of fees, costs, and expenses payable by the Municipality in respect of the invoices; and
- (v) A statement of sales tax and Federal Goods and Services Tax (herein defined as "GST") applicable to Paragraph (i) through (v) above, as a separate line item.

The Consultant acknowledges and agrees to submit an invoice in accordance with the requirements of Paragraph 7.e (i) through (v) above.

8 Confidentiality

A Party (Receiving Party) may have access to information ("Confidential Information") confidential to the business of the other Party (Disclosing Party). Confidential Information shall include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the Disclosing Party, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with the Consulting Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the Disclosing Party, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the Disclosing Party or an authorized agent of the Disclosing Party.

Notwithstanding the foregoing, the release of information or intellectual property will be at the Disclosing Party's discretion. The Receiving Party covenants and agrees that all Confidential Information disclosed to the Receiving Party shall (a) be kept in strict confidence by the Receiving Party, (b) not be used, dealt with, or exploited for any purpose or purposes other than as it relates to this Agreement and the Consulting Services, and (c) not be disclosed to any person or persons (other than the professional advisors of the Receiving Party, as required) unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

The Receiving Party acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the Disclosing Party shall be entitled to equitable relief (including injunction and specific performance) in addition to any other remedy available at law or in equity in respect of any such breach.

9 Non-Solicitation

Any attempt on the part of the Consultant to induce an employee to leave the Municipality's employ, or any effort by the Consultant to interfere with the Municipality's relationship with its employees or other contractors would be harmful and damaging to the Municipality.

The Consultant agrees that during the term of this Agreement, the Consultant will not in any way directly or indirectly:

- a) Induce or attempt to induce any employee or other consultant of the Municipality to quit employment or retainer with the Municipality;
- b) Otherwise interfere with or disrupt the Municipality's relationship with its employees or other consultants;
- c) Discuss employment opportunities or provide information about competitive employment to any of the Municipality's employees or other consultants; or
- d) Solicit, entice, or hire away any employee or other consultant of the Municipality.

10 Ownership of Materials

All materials developed, produced, or in the process of being so under this Agreement will be the property of the Municipality. The use of the mentioned materials by the Municipality will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with Municipal employees.

11 Return of Property

Upon the expiry or termination of this Agreement, the Consultant will immediately return to the Municipality any property, documentation, records, or Confidential Information which is the sole property of the Municipality.

12 Assignment

The Municipality will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the Municipality.

13 Subcontracts

No contractual relationship will be created between any subcontractor and the Municipality. The Consultant agrees to bind every subcontractor by the terms of this Agreement, as far as applicable to the Consulting Services of the subcontract. The Consultant shall not subcontract any portion of the work without prior written consent of the Municipality, not to be unreasonably withheld.

14 Conflicts

If there is any conflict or inconsistency between this Agreement and any schedule or other document, the provisions of this Agreement shall prevail.

15 Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by the authorized representative of each party.

16 Notice

Any notices given pursuant to the terms and conditions of this Agreement shall be served by way of ordinary pre-paid first-class mail, courier, or e-mail as follows:

Dr Duncan Murray Recreation Centre
805 Switzer Drive, Hinton AB, T7V 1V1
Heather Mark; Recreation Project Supervisor
Email: hmark@hinton.ca
Telephone: (587) 501-2325

(Company) _____
(Address) _____
(Address) _____
(Name) _____ (Title) _____
Email: _____
Telephone: _____

or to such other address as to which either party may from time to time notify the other. Any notice addressed by registered mail to the Municipality or to the Consultant pursuant to this section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is delivered by e-mail, then the notice will be deemed to be affected on the first (1st) business day following the date of which the email was sent. Either party may change the particulars of its address as set out above by notice to the other party.

17 Indemnification

The Consultant shall be liable for and indemnify and save harmless the Municipality, its elected officials, employees, and agents from all claims, costs (including legal costs on a solicitor and own client basis), losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Consultant, its subcontractors, agents, or employees caused by or arising out of direct or indirect performance of this Agreement or by reason of any negligent act or omission or breach of this Agreement by the Consultant, its subcontractors, agents, or employees. The Municipality shall not be liable or responsible in any way for any personal injury or property damage of any nature

whatsoever that may be suffered or sustained by the Consultant, or by any employee, agent, or servant of the Consultant in the performance of this Agreement. Such indemnification shall survive this Agreement.

18 Insurance

The Consultant shall obtain and maintain, at its own expense, Commercial General Liability ("CGL") insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including loss of use. The insurance policy shall name the Municipality as an Additional Insured with respect to liabilities arising out of the Consultant's performance of this Agreement.

- a) Prior to commencing any work, the Consultant shall provide the Municipality with a Certificate of Insurance confirming the required coverage and Additional Insured status. The Consultant shall provide updated certificates upon renewal or upon the Municipality's request.
- b) The Consultant must provide the Municipality with no less than thirty (30) days' written notice prior of any cancellation or material change to the policy.
- c) The Consultant shall immediately advise the Municipality's Representative of any loss or potential loss that has or may have occurred in conjunction with the Consultant performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Consultant, the Consultant shall provide written notice of such loss or potential loss to the Municipality's Representative, including full particulars thereof.
- d) Where any automobile is used for the performance of the work for the Municipality in this Agreement, the Consultant will provide Automobile Liability Insurance covering all automobiles licensed in the name of the Consultant that are used in connection with the Consulting Services and providing at least two million dollars (CDN \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident;
- e) When applicable the Consultant will provide for professional liability / errors and omissions liability insurance having a limit of not less than five (5) million dollars (CDN \$5,000,000.00) per occurrence for protection from claims arising from any error, omission or negligent act of any member of the Consultant.

19 Worker's Compensation Board

Before commencing or performing the Consulting Services, the Consultant will obtain and provide to the Municipality a letter or similar document, confirming that the Consultant has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Consulting Services will be performed, and that the Consultant has **not opted out** of workers compensation, where allowed. The Consultant shall at all times comply with all the requirements of the *Worker's Compensation Act*, R.S.A. 2000, c. W-15 of Alberta (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by the Municipality, provide evidence satisfactory to the Municipality of said compliance with the Act prior to the commencement of any work resulting from this Agreement.

20 Occupational Health and Safety

The Consultant shall be responsible for the safety of its workers and agents on the determined worksites in accordance with all applicable laws. The Consultant shall be the general representative and agent to the Municipality for the purposes of ensuring compliance with applicable laws relating to safety for both itself, the Municipality, members of the public, and any subcontractors. The Consultant shall bring to the attention of its subcontractors the relevant provisions of the *Occupational Health and Safety Act*, R.S.A. 2020, c. O-2.2 (herein defined as "OH&S").

- a) The Consultant shall ensure all applicable OH&S Legislation, Municipality Safety Policies, and industry standards are readily available to all of the Consultant's personnel and that all of the Consultant's personnel are aware of and comply with the OH&S Legislation, Municipality Safety Policies, and industry standards;
- b) The Consultant shall ensure that all personnel working for the Consultant complete an appropriate safety orientation and safety meeting prior to starting work and the Consultant is responsible for providing all other training that may be required;
- c) The Municipality shall have the right to monitor the Consultant's work processes and procedures to ensure compliance with safety standards and procedures;
- d) The Consultant is required to take immediate action to correct unsafe practices or conditions when reported or observed;
- e) Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Consultant shall immediately investigate the matter and in accordance with the Municipality's Policies and Procedures related to Health and Safety, submit a report on the matter to the Municipal Representative and to any government authorities as required by law. Failure of the Consultant to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Agreement.

21 Compliance with Laws

The Consultant shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations, and guidelines that apply to the Consulting Services.

22 Suspension of Services

The Municipality may at any time, in its sole discretion, suspend the performance of the Consulting Services for a specified or unspecified time by written notice to the Consultant. Upon receiving the notice of suspension, the Consultant shall immediately suspend all operations except for those which in the Municipality's opinion are necessary to preserve, care for, and protect the Consulting Services. The Consultant shall be entitled to be reimbursed for its reasonable, proper, and actual costs incurred in protecting, caring for, and preserving the Consulting Services.

23 Termination of Contract

This Agreement may be terminated, in whole or in part, without further obligation, liability, or expense of any kind under the following conditions:

- a) At any time upon notice for a breach of the terms and conditions of this Agreement and such breach has not been cured within five (5) days of the written notice thereof from the Municipality, or such other period of time as the Municipality may agree to in writing;
- b) At any time following the failure of the Consultant to remedy, repair, or correct any deficiency or defect upon receiving notice from the Municipality;
- c) Upon thirty (30) day's written notice without cause to the Consultant from the Municipality during the term of this Agreement, whereupon the Municipality shall pay to the Consultant any fees and expenses due to the effective date of cancellation but not thereafter;
- d) As otherwise provided for in this Agreement.

The Municipality's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement. In the event of termination by the Municipality, the Consultant shall have no entitlement to claim for any amounts owing in relation to the portion of the Consulting Services that were not completed, whether for loss of profits or any other damages, other than in relation to amounts due and owing as of the termination date.

24 Independent Consultant

The Consultant will be an independent consultant in the performance of this Agreement. No employer/employee relationship will be created between the Municipality and the Consultant, or between the Municipality and the Consultant's employees, subcontractors, or agents. No rights, privileges, benefits, or compensation, other than those which are expressly set out in this Agreement, will apply to the Consultant.

25 Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the Municipality may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

26 Inurement

This Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

27 Time of the Essence

All references to time in this Agreement shall be of the essence.

28 Entire Agreement

This Agreement constitutes the entire Agreement between the parties and shall be binding upon all successors and permitted assigns of the parties.

29 Titles and Headings

All titles and headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

30 Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

31 Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

32 Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

33 Waiver

The waiver by either party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

34 Survival

Sections 8, 17, and 35 shall survive upon termination or expiry of this Agreement.

35 POPA & ATIA Policy

In the event that the Municipality provides any personal information to the Consultant for the completion of the Consulting services identified above, or the Consultant gathers personal information from any employee/resident/customer under this Agreement in order to complete the Consulting services as stated in this Agreement, the Consultant acknowledges that the legislation known as the *Protection of Privacy Act* R.S.A. 2024, c. P-28.5 and the *Access to Information Act* R.S.A. 2024, c. A-1.4 and regulations, as amended (hereinafter referred to as "POPA and ATIA") applies to that personal information, and agrees that the Consultant will handle that personal information in accordance with the obligations of the Municipality under POPA and ATIA:

- a) The Consultant agrees that they will not collect personal information from any employee/resident/customer of the Municipality except in connection with and for the purpose of providing the Consulting Services as identified in this Agreement;
- b) The Consultant shall maintain records of all information collected while providing the Consulting Services as identified in this Agreement. Any and all

records collected, created, maintained, or prepared in the performance of these Consulting Services are hereby deemed to be under the control of the Municipality irrespective of custody and shall be maintained by the Consultant in accordance with POPA and ATIA;

- c) The Consultant shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Consultant under this section, including without limitation, the protection of privacy of employees/residents/customers of the Municipality.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

CONSULTANT:
(Name of Company)

Authorizing Signature

Print Name/Title

Date

MUNICIPALITY:
Town of Hinton

Authorizing Signature

Print Name/Title

Date

Authorizing Signature

Print Name/Title

Date

APPENDIX B – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Municipality and the respondent unless and until the Municipality and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the Municipality prior to the Deadline for Issuing Addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Municipality within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- ☐ The respondent declares that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFQ.
- ☐ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our quotation; **AND** (b) were employees of the Municipality and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the Municipality:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Quotation:

(Repeat above for each identified individual)

The respondent agrees that, upon request, the respondent shall provide the Municipality with additional information about each individual identified above in the form prescribed by the Municipality.

8. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the Municipality to the advisers retained by the Municipality to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for **GST**, which should be itemized separately.
- (b) Rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

The Municipality, at its sole discretion, will evaluate the responses to this RFQ process in accordance with the principle of best value at best price, as determined by the Municipality in its sole discretion. The Municipality reserves the right to award contract based on its interpretation of the best scope of services offered by the respondent at the comparable best value. The Municipality may elect not to award the lowest priced response received, based on the ability of respondents to also meet or exceed the Technical Requirements as outlined in this RFQ.

3. Required Pricing Information

Provide an outline of all costs associated with fulfilling the requirements of the Deliverables as described in Appendix D. Prices should include cost of mobilization, equipment, and reports, along with any other expenses that the respondent expects to incur.

Respondents are encouraged to develop their own pricing table, indicating anything understood as expenses of the Deliverable's scope by the respondent due to their technical expertise in the field.

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

The Municipality is seeking an Integrity Assessment Organization, with certification for Pressure Systems, to produce deliverables related to the decommissioning of the Municipality's old ammonia plant and the commissioning of a new ammonia plant at the Dr. Duncan Murray Recreation Centre in Hinton, AB at 805 Switzer Drive, T7V 1V1. Respondents are likely to be reputable companies in the fields of refrigeration equipment installation, maintenance, and/or (preferably) inspection. The successful respondent will be qualified, trained, and experienced to support the Municipality in meeting its requirements as owner under ABSA AB 538.

For the decommissioning of the existing, internal ammonia plant and the tie in of a new, external (accessory building) ammonia plant, CIMCO a division of Toromont Industries is the Prime Contractor reporting to the Municipal Representative.

The successful respondent will audit the owner (Municipality) on the existing integrity management program to ensure compliance with Provincial regulations, support the Municipality to ensure that the Prime is meeting their obligations in regard to the construction and decommissioning of the plants (including ensuring that proper paperwork was filed), and prepare for the Safety Codes Officer inspection to ensure the Officer receives all paperwork and information that they require to authorize the operation of the plant by the owner. The successful respondent will act as the designate of the owner during the inspection of the new ammonia plant by the Safety Codes Officer.

For greater clarity, an audit of the Municipal integrity management program should ensure that:

- The program supports the operation of the new ammonia plant.
- All legislative and regulatory requirements are complied with.

The successful respondent will work with the Municipality to improve the integrity management program if alterations are necessary, including emergency procedures for the new plant.

Furthermore, checks assessed through the decommissioning, construction, and hand off process should ensure:

- The Prime Contractor has completed all their legislative and regulatory requirements associated with decommissioning an ammonia plant, including notification of such.
- The Prime Contractor has completed all their legislative and regulatory requirements associated with the construction / installation of a new ammonia plant.
- Verification of the requirement for Canadian Registration Numbers (CRNs) has been met by the Prime

The successful respondent will work with the Municipality to address deficiencies. The successful respondent to this RFQ will be qualified to perform the following checks and provide verification of:

- Adequate safety relief device installation,
- Visual inspections of all pressure equipment,
- Pressure testing of the refrigeration system,

- Registration of pressure vessels in the system for the issuance of a Certificate of Inspection Permit, and verification of the plant capacity for the plant registry,
- Safety valves have the correct set pressure, capacity and are piped to a safe location,
- Proper safety control devices are installed and in good working order,
- Equipment is free from damage and meets the minimum safety standards for design and construction, and is issued and stamped with an Alberta Identification Number

Lastly, that the Municipality as owner is in possession of the proper documentation for the ammonia plant pressure equipment from the Prime at asset hand off.

Preparation for the Safety Codes Officer by the successful respondent must ensure that:

- All tasks related to the construction of the new ammonia plant are completed prior to the arrival of the Safety Codes Officer.
- The Safety Codes Officer has all the information they require to approve the Municipality as an owner/operator at hand off from the Prime Contractor.
- The successful respondent is experienced, trained, and qualified to represent the Municipality as owner during the Safety Codes Officer's inspection.
- Performance of the final installation inspection of the new plant with the Safety Codes Officer occurs in time to support the Municipality's programming for the 2026/2027 ice season.
- Any follow-up action items required as identified by the Safety Codes Officer's inspection are addressed.

The issuance of a certificate of inspection by the ABSA Safety Codes officer will formally serve as the termination of contractual relationship and obligations between the parties.

The services resulting from this RFQ will help the Municipality maintain regulatory and legislative compliance through a period of change in our operating Ammonia plant. Respondents must be eligible to work in Hinton, AB, Canada, and will be held responsible for ensuring that they are certified and qualified to do so, as outlined in this procurement process.

B. MATERIAL DISCLOSURES

Respondents should be aware that the current ammonia plant to be decommissioned by Prime was located inside the recreation facility, while the ammonia plant being installed will be located external to the recreation facility in an accessory building constructed and stationed by the Prime.

Project Timelines as of February 13, 2026:

- March 30, 2026: last day of ice in the two rink surfaces at the Dr Duncan Murray Recreation Facility
- Early to mid April (approx. 1 ½ weeks): reconstruction of the facility exterior to support a concrete pad pour through addition of a fire lane
- Mid to late April (approx. 1 ½ weeks): CIMCO, Prime, decommissions the existing plant
- Early May to early June (four weeks required for concrete curing): concrete pad is poured behind the facility to support the placement of the accessory building of the new plant
- Early June to mid-August TBD (5 – 6 weeks required): CIMCO, Prime, delivers and ties in the new Ammonia Plant, providing staff training on operations

- Aug. 17: first instance of programming on the ice surfaces for the 2026/2027 season; ice build to commence in early to mid August
- Sept 9: all project expenses disbursed, as long as substantial completion has been met

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

2. Pricing (Appendix C)

Each quotation must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

Minimum of \$5,000,000 in General Liability Insurance

Minimum of \$5,000,000 in Professional Liability Insurance

Worker's Compensation Board Clearance Letter

D. MANDATORY TECHNICAL REQUIREMENTS

Certificate of Authorization Permit with a scope that includes the deliverables as defined herein.

Five (5) years of experience in design, fabrication, examination, testing, or inspection of refrigeration systems, with a preference for experience in the recreation ice setting.

Respondents that are certified with COR/SECOR are encouraged to submit confirming documentation as part of their proposals.

Respondents should speak to their experience, training, and qualifications, with a preference for companies that have conducted a similar scope of work recently with clients similar to the Municipality.

Respondents must demonstrate that, in accordance with the current project timelines, they are operationally able to support the certification of the new plant with a Safety Codes Officer to meet our programming requirements commencing in August 2026.

E. PRE-CONDITIONS OF AWARD

The Municipality is required to be listed as an additional insured on the successful proponent's \$5,000,000 General Liability Insurance.

The Municipality is required to be listed as an additional insured on the successful proponent's \$5,000,000 Professional Liability Insurance.

The successful respondent will require a Worker's Compensation Board Clearance Letter, as further described in the Form of Agreement (Appendix A). Such WCB Clearance Letter will also be included by the successful respondent in each invoice package.