



TOWN OF
PEACE RIVER
ALBERTA

**REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTING SERVICES**

Town of Peace River

**PEACE REGIONAL POOL
BUILDING CONDITION ASSESSMENT
RFP# TPR2023323**

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1.0 REQUEST FOR PROPOSALS

- 1.1 The Town of Peace River (the “Town”) request proposals to provide consulting services for an assessment of the infrastructure and buildings for the Town of Peace River owned Peace Regional Pool.
- 1.2 This report will assist the Town of Peace River to understand the physical condition and life expectancy of the building in order to explore funding options to sustain the physical integrity of the asset and plan for the future.
- 1.3 The following Schedules are attached hereto:

SCHEDULE	DESCRIPTION
A	Description of Project
B	Services
C	Fees
D	List of Consultants, Agents and Town Representatives to be indemnified by the Consultant.
E	Facility Plans
F	Sample Agreement

- 1.4 Consulting Services will consist of, but not limited to the following:
 - .1 Building condition assessment services to include:
 - .1 Architectural (building envelope);
 - .2 Structural elements;
 - .3 Building mechanical systems;
 - .4 Building electrical and automation systems; and
 - .5 Life safety systems.
 - .2 Provision of detailed Life Cycle Report
 - .1 Special attention to structural components and the impact of the saltwater system to their condition.
 - .3 Quality control materials testing for:
 - .1 Structural steel; and
 - .2 Concrete.
- 1.5 Proposals are to be addressed to:

The Town of Peace River
9911 – 100 Street,
Peace River, Alberta
T8S 1S4
Attn: Tanya Bell, Director of Community Services

And labeled clearly:
PROPOSAL FOR PEACE REGIONAL POOL BUILDING CONDITION ASSESSMENT
RFP#TPR2023323

- 1.6 And must be delivered before **2:00 p.m.** Local Time on Monday, **November 27th, 2023** to the Town Office at 9911 – 100 Street, Peace River, AB. Proposals received that do not comply with the foregoing will be returned to the Consultant(s) without consideration.
- 1.7 Digital email submissions will be considered for this RFP at the email address tenders@peacriver.ca The Town recommends emailing all digital submissions a minimum of **1 hour** prior to tender close to ensure proper receipt. Proposals will be received by the Town dependent on the email time receipt as per the Town server.
- 1.8 The Work is defined in the Contract Documents as the “Services” and includes all labour and materials required to be supplied or provided to the Town.
- 1.9 A copy of the Request for Proposal Documents is attached to this Notice to Consultants.
- 1.10 The Consultant is responsible for ensuring that:
 - .1 It is in possession of all Request for Proposal Documents, as defined in the Instructions to Consultants;
 - .2 the Request for Proposal Documents have been carefully examined;
 - .3 It is satisfied as to the nature and location of the Work; and
 - .4 Acknowledgement of any issued addenda
- 1.11 The Town reserves the right to accept or reject any and all Request for Proposals and waive irregularities and informalities at its discretion as set out in Section 9.1 of the Instructions to Consultants.
- 1.12 Verbal, telephone, or electronically transmitted facsimile Proposals will not be accepted or acknowledged.

2.0 GENERAL

- 2.1 The intent of this Request for Proposal is to receive proposals from Consultants for the performance of the work as detailed in the Request for Proposal Documents.
- 2.2 The Town shall not be liable for any cost of preparation and/or presentation of any or part of the Proposal submissions.

3.0 DEFINITIONS

- 3.1 **Acceptance Period** means that period starting at date of the Close of Proposals and ending in Sixty (60) Consecutive days;
- 3.2 **Additional Work** means services requested by the Town of Peace River not listed within this agreement;
- 3.3 **Close of Proposals** means Monday, November 27th, 2023 at 2:00 p.m. local time;
- 3.4 **Consultant** means a party signing and delivering the Proposal Documents to the Town;

- 3.5 **Contract Completion Date** means the date of submission of the final details report and drawings to the Town. The Town has set an expected completion date of February 2nd 2024; but the Town is open to the Consultant proposing a suitable timeline and/or schedule;
- 3.6 **Contract Documents** means the attached Agreement and any and all Schedules thereto;
- 3.7 **Council** means the Council of the Town of Peace River;
- 3.8 **GST** means Federal Goods and Services Tax;
- 3.9 **Proposal** means an offer by the Consultant to perform the Work in accordance with the Contract Documents and for the Proposal Price;
- 3.10 **Proposal Documents** means the Request for Proposals, Instructions to Consultants, Contract Documents, and any other Schedules and/or Addenda provided from the Town or its agents during the proposal process;
- 3.11 **Proposal Period** means the period of time ending at the Close of Proposals;
- 3.12 **Proposal Price** means the total price for which the Consultant is prepared to perform the Work, excluding applicable GST;
- 3.13 **Proposal Security** is not required for this Request for Proposals;
- 3.14 **Successful Consultant** means the Consultant that submitted the Proposal that has been accepted by the Town;
- 3.15 **Town** means The Town of Peace River;
- 3.16 **Town's Notice Address** means 9911 – 100th Street, Peace River, Alberta, T8S 1S4;
- 3.17 **Work** means “Services” as defined in the Contract Documents and includes all labour and materials required to be supplied or provided to the Town;

4.0 PROPOSAL CALL

- 4.1 Sealed Proposals, fully executed, dated and endorsed will be received up to the Close of Proposals by the Town.
- 4.2 Proposals received after the Close of Proposals will not be considered and will be returned to the proponent unopened.
- 4.3 Verbal, telephone, telegram or electronically transmitted facsimile Proposals will not be accepted or acknowledged.
- 4.4 The Town may, by notice or addendum to all Consultants, postpone the Close of Proposals.
- 4.5 The Consultant must submit one paper copy in one envelope and one digital copy in .pdf format of the fully completed Proposal together with all attached schedules, signed and sealed by the Consultant. Consultants submitting via e-mail do not need to submit an additional paper copy.
- 4.6 All Proposals submitted to the Town shall be irrevocable during the Acceptance Period except as otherwise provided herein.

5.0 PROPOSAL FORMAT

- 5.1 Proposals shall contain the following and should be organized in the following format and sequence:
- 5.2 Covering Letter
- .1 This letter will briefly summarize the firm's interest in performing the work and the commitment of key personnel identified in the submittal. It should also provide a summary of the key elements of the qualifications of the firm and its sub consultants. It should highlight any unique and special qualifications or approaches that the firm wishes to be considered in the evaluation.
 - .2 Dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the proponent.
 - .3 The cover letter shall include the following information: Company name, physical address and mailing address if different, telephone number, fax number and an e-mail address of branch or regional office to be used; Contact name, position, telephone number and an e-mail address;
 - .4 Year company was established.
- 5.3 Proponents should maintain and submit proof of the following with their proposal:
- .1 APEGA Permit to Practice for engineering consultants involved in the work,
 - .2 Firm License to Practice, or Corporation Permit to Practice from AAA for all architectural consultants involved in the work
 - .3 Specialized trade certificates, as necessary, to complete assessments of the existing systems.
 - .4 Proof of Insurance, including errors and omissions and commercial general liability, each with not less than \$5,000,000 (five million dollars) per occurrence,
 - .5 Lead firms have been operating for at least 5 years,
 - .6 Certificate of Recognition (COR) which is relevant to their industry,
 - .7 Current WCB Clearance Letter, and
 - .8 Internal Quality Management System(s).
- 5.4 Executive Summary
- .1 Touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and project estimated costs.
- 5.5 Corporate Suitability
- .1 Shall describe why the proponent is the best fit to provide the services described in this Request for Proposal and outline the key strengths the proponent will bring to the project.
- 5.6 Project Understanding
- .1 Shall demonstrate the proponent's understanding of the Town's requirements for the project, and that they have the ability to satisfy all aspects of the project, as outlined in this Request for Proposal, including but not limited to, project deliverables and project schedule. In addition, proponents are

required to review, in detail, the Sample Agreement and Schedules.

5.7 Project Team and Project Office

- .1 Shall identify the Project Team members that will be assigned to the project. Project team members with the highest percentage of man-hours allocated towards the project must be clearly identified as Key Project Team members.
- .2 Proponents are to outline the roles and responsibilities of the Key Project Team members and which project office location they will be working from.
- .3 The proponent shall also identify the location of the Project Office.
- .4 The Professional in Charge responsible for overseeing the project must also be identified. Any changes in Project Team members will be subject to the Town of Peace River's acceptance.
- .5 Key Project Team Member Resumes shall be included for each Key Project Team member, as well as for the Professional Engineer/Principal in Charge. The summary resume should include: education, training, number of years experience, number of years working for the present company and experience on projects of similar size and scope. The Project Manager shall have a minimum of five (5) years' experience with similar project work. If the sub-consultants or subcontractors are being proposed, proponents shall indicate past projects they have completed together.

5.8 Related Projects / Similar Experience

- .1 Shall be included in the form of a Project summary for the three (3) most recent similar assignments that the firm has completed for municipalities similar to Town of Peace River, or is currently undertaking, that fits the scope of this Request for Proposal and with the KEY Project Team members that are being proposed. The summaries must include:
 - .2 Title, location and brief project description;
 - .3 Services provided by the consultant as they relate to this RFP;
 - .4 Role and responsibility of the consultant in the project (e.g. prime or sub-consultant);
 - .5 Name and service provided by any sub-consultant;
 - .6 Key consultant staff on the project;
 - .7 Consultants total professional fee of the project;
 - .8 Name and telephone number of the Municipality representative, and Name and telephone number of Consultant representative.

5.9 References

- .1 Each of the references shall include the complete company name, contact person, contact person's title and phone number including area code. The references shall reflect clients in which the firm completed pool condition assessment projects of similar size and scope.

5.10 Project Schedule

- .1 Shall be provided for the proposed methodology and completing the scope of work for this RFP based on the timelines stated in the proposed scope of work. Proponents are to include proposed timelines for required meetings with Town of Peace River staff to review project status and deliverables.

5.11 Deliverables

- .1 Provide a list of anticipated deliverables for each phase of the project

5.12 Pricing

- .1 Shall include a detailed project cost breakdown for each phase of the project.
- .2 Breakdowns shall include at minimum:
 - .1 Project fees by project and project phase;
 - .2 Rate schedule for additional work for each project member and their associated fee / hour;
 - .3 Project disbursements by phase, or, where applicable, by individual task;
 - .4 Total fees and total disbursements for this RFP;
 - .5 Fees for work not included in the scope of work but identified as components for consideration by the Town; and
 - .6 GST identified separately.

5.13 Proponents may present an item that they consider being additional to the scope of this RFP. All such items must be identified as additional or optional and priced separately. The Town of Peace River reserves the right to exclude any additional item identified at their sole discretion.

6.0 OMISSIONS AND DISCREPANCIES

- 6.1 The Consultant, upon receipt of the Proposal Documents, must verify that the documents are complete. In order to ensure that you have received all pages of the enclosed, please check the page numbering.
- 6.2 If the Consultant finds discrepancies in or omissions from the Proposal Documents, or the Consultant is in doubt as to the meaning thereof, the Consultant must notify the Town immediately. The Town may, at its discretion, send written instructions to all Consultants.
- 6.3 Verbal statements made by the Town to any or all Consultants shall not result in a modification of any provisions of the Proposal, Proposal Documents or the Work.
- 6.4 Questions arising during the Proposal Period shall be directed to the Town's representative identified in paragraph 15.
- 6.5 Alterations or amendments to any of the Proposal Documents shall only be effective by written notice from the Town to the Consultants delivered during the Proposal Period.
- 6.6 Amendments to the Proposal Documents issued by the Town during the Proposal Period shall be incorporated and shall become a part of the Proposal Documents.
- 6.7 Each Consultant shall be responsible to ascertain that it has received all amendments to the Proposal Documents.
- 6.8 Each Consultant shall be responsible for delivery of copies of amendments to the Proposal Documents to its sub-consultants, if any.

7.0 MODIFICATION OF PROPOSALS

- 7.1 A Proposal submitted in accordance with these Instructions to Consultants may be modified provided the modification:
- .1 Is delivered in writing to the Town's Notice Address before or at the Close of Proposals;
 - .2 States the name of the Consultant and the nature of the modification; and
 - .3 Is duly signed on behalf of the Consultant.
- 7.2 When submitting a second or more modifications to the Proposal Price, the Consultant shall modify the Proposal Price originally stated in the Proposal and request that the previous modification(s) be disregarded.
- 7.3 The Town will not accept any modification that it deems, in its sole and unfettered discretion, to be illegible or that is received by the Town after the Close of Proposals.
- 7.4 Verbal, telephone, telegram or electronically transmitted facsimile modifications will not be accepted or acknowledged by the Town.

8.0 PROPOSALS IRREVOCABLE

- 8.1 Until the Close of Proposals, the Consultant may withdraw its Proposal without penalty or forfeiture.

9.0 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

- 9.1 After it has received written notice from the Town that it is the Successful Consultant, the Successful Consultant shall execute and deliver the Contract Documents to the Town within fourteen (14) consecutive days of the date of the award.
- 9.2 For the purposes of this Section, notice shall be considered given to the Successful Consultant upon delivery of such notice in writing to the Successful Consultant at the address for the Successful Consultant set out in the Proposal submitted.
- 9.3 Failure to execute and deliver the Contract Documents shall constitute a breach of the agreement effected between the parties by the submission and acceptance of the Proposal and the Town, at its option, may rely upon the failure of the Successful Consultant to execute and deliver the Contract Documents to the Town, and the Town may:
- .1 Accept any other Proposal; or
 - .2 Reject all other Proposals.
- 9.4 This shall in no way limit the Town's right to recover from the Successful Consultant all of the Town's damages arising out of the Successful Consultant's failure or refusal to execute and deliver the Contract Documents to the Town, including but not limited to, legal costs of a solicitor and his own client full indemnity basis.

10.0 IRREGULARITIES

- 10.1 Discrepancies between words and figures will be resolved in favor of words.
- 10.2 Discrepancies between the indicated sum of any set of figures and the correct sum thereof will be resolved in favor of the correct sum.

11.0 PROPOSAL EVALUATION CRITERIA

- 11.1 The Town reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. The Town reserves the right to accept a Proposal other than the lowest Proposal without stating reasons. By the act of submitting its Proposal, the Consultant waives any right to contest in any proceedings or action the right of the Town to award the Work to any party in its sole and unfettered discretion.
- 11.2 Without limiting the generality of the foregoing, the Town will use the following criteria in making its selection:

EVALUATION CATEGORY	CATEGORY SCORE (1-10)	CATEGORY WEIGHTING (%)	TOTAL SCORE
Inspection Specifications	10	15%	1.5
Products & Deliverables	10	15%	1.5
Experience/References	10	20%	2
Qualifications	10	20%	2
Financial / Pricing	10	30%	3
TOTAL SCORE			10

- 11.3 Each evaluation category referenced above has been given a weight to reflect its relative importance in the evaluation.
- 11.4 The Town reserves the right to:
- .1 Accept a proposal without negotiation;
 - .2 Reject a proposal without negotiation; or
 - .3 Negotiate changes in the technical or financial content of the successful proposal.

12.0 ACCEPTANCE OF PROPOSAL

- 12.1 Acceptance of a Proposal by the Town shall only be communicated by written notice from the Town to the Successful Consultant. Notice of acceptance by the Town shall be delivered in writing to the Successful Consultant at the address for the Successful Consultant set out in the Proposal received. Such acceptance shall bind the Successful Consultant to duly execute and deliver the Contract Documents to the Town and to furnish the bonds and insurance documents and all other attachments required by the Contract Documents to the Town.

- 12.2 The Consultant hereby acknowledges and confirms that the obligation of the Town to execute and deliver the Contract Documents to the Consultant is subject to the approval of the Council of the Town at a meeting of Council. Until such approval is given, the Town is under no obligation to execute and deliver the Contract Documents.

13.0 PROPOSAL SIGNING

- 13.1 The Proposal shall be properly signed in full compliance with the following requirements:
- .1 If the Proposal is made by a corporation, the Proposal shall be executed on behalf of the corporation under the seal of the corporation; or
 - .2 If the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of one of the partners, and the name of the partner shall be printed immediately below the signature of the partner; or
 - .3 If the Proposal is made by an individual carrying on business under a name other than his or her own name, the business name together with his or her name shall be printed immediately above the individual's signature; or
 - .4 If the Proposal is made by an individual carrying on business in his or her own name, he or she shall print his or her name immediately below his or her signature; or
 - .5 If the Proposal is made by a joint venture, each party to the joint venture shall execute the Proposal in the manner appropriate to such party as set forth in this Section.
- 13.2 Proposals received from agents representing principals must be accompanied by a Power of Attorney signed by each principal showing that the agents are duly authorized to sign and submit the Proposal and have full power to execute the Contract Documents on behalf of each respective principal, which, if so executed, will bind each principal and have the same effect as if it were duly signed by each principal.

14.0 DISCLOSURE OF PROPOSAL PRICE

- 14.1 After Proposals have been publicly opened, the Town may, at its discretion, release to the public a summary of Proposal Prices.

15.0 OTHER INFORMATION

- 15.1 The Town will provide only one set of Proposal Documents to each Consultant.
- 15.2 A site visit is not mandatory, however a proponent may request a site visit in advance of the submission deadline by contacting the Town representative to pre-arrange a date and time.
- 15.3 TOWN'S REPRESENTATIVE
- Direct all inquiries to:
Tanya Bell

Director of Community Services – Town of Peace River
tbell@peacriver.ca
Office: 1(780)624-1000 ext. 1032

16.0 COMMENCEMENT AND/OR COMPLETION OF WORK

- 16.1 The Consultant, in submitting the Proposal, agrees to commence the Work and/or complete the Work pursuant to the relevant time periods provided for in the Contract Documents.

17.0 WORK EXAMINATION

- 17.1 The Consultant should examine the site of the Work and surrounding areas before submitting a Proposal and be satisfied as to the nature and location of the Work, local conditions, the equipment and facilities needed during the execution of the Work, the means of access to the work site, onsite conditions, all necessary information as to the risks, contingencies and circumstances which may affect the Proposal and all other matters which can in any way affect the Work. The Consultant is fully responsible for obtaining all information required for the preparation of the Proposal.

18.0 PERMITS AND LICENSES

- 18.1 The Consultant who is awarded the contract shall obtain and pay for all permits and licenses required by the Province, Town or any other authority to enable a Consultant to do all things necessary to perform the contract according to the provisions of the Contract Document.