

REQUEST FOR PROPOSAL - PROFESSIONAL ENGINEERING SERVICES

Town of Peace River

Pats Creek Storm Water Mediation Project – 2021

Main RFP



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1.0 REQUEST FOR PROPOSALS

1.1 The Town of Peace River (the “Town”) request proposals to provide for Professional Engineering/Geotechnical services for:

.1 Pats Creek Storm Water Mediation Project – 2021

1.2 The following Schedules are attached hereto:

SCHEDULE	DESCRIPTION
A	Services (Terms of Reference)
B	Description of the Project
C	Fees
D	Indemnification
E	Drawings, Sketches
F	Supplementary Data

1.3 Engineering Services will consist of, but not limited to those listed in Schedule “A”.

1.4 Each Proposal submission must be submitted in two envelopes, clearly marked:

.1 Pats Creek Storm Water Mediation Project – 2021

.2 Envelope 1 is to contain the written proposal submission minus the fee schedule.

.3 Envelope 2 is to contain the fee schedule.

1.5 Proposals are to be addressed to:

The Town of Peace River
9911 – 100 Street,
Peace River, Alberta
T8S 1S4
Attn: Jim McCuaig, P. Eng., Director of Engineering and Infrastructure

1.6 Proposals must be delivered before the time as shown under Key Proposal Dates and Schedule in this RFP to the Town Office at 9911 – 100 Street, Peace River, AB. All proposals must be accompanied with a digital copy of submission in .pdf format. 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. All digital submissions shall be



emailed to jmccuaig@peaceriver.ca no later than **1 hour** prior to tender close to ensure proper receipt. Envelopes 1 and 2 will be submitted in separate attachments.

- 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 the Instructions to Consultants.
- 1.12 Verbal, telephone, telegram or electronically transmitted facsimile Proposals will not be accepted or acknowledged.

2.0 GENERAL

- 2.1 The intent of this Request for Proposals 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 as noted in this RFP under key proposal dates as the time that proposals will no longer be accepted by the Town.
- 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;
- 3.6 **Contract Documents** means the attached Agreement and any and all Schedules
- 3.7 thereeto;
- 3.8 **Council** means the Council of the Town of Peace River;
- 3.9 **GST** means Federal Goods and Services Tax;
- 3.10 **Proposal** means an offer by the Consultant to perform the Work in accordance with the Contract Documents and for the Proposal Price;
- 3.11 **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;
- 3.12 **Proposal Period** means the period beginning on the issue of the RFP on the Alberta Purchasing Connection (APC) and the time ending for the Close of Proposals as noted in the Key Proposal Dates and Schedule listed in this RFP;
- 3.13 **Proposal Price** means the total price for which the Consultant is prepared to perform the Work, excluding applicable GST;
- 3.14 **Proposal Security** is not required for this Request for Proposal;
- 3.15 **Successful Consultant** means the Consultant that submitted the Proposal that has been accepted by the Town;
- 3.16 **Town** means The Town of Peace River;
- 3.17 **Town's Notice Address** means 9911 – 100th Street, Peace River, Alberta, T8S 1S4;
- 3.18 **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 two envelopes and one digital copy in .pdf format of the fully completed Proposal together with all attached schedules, signed and sealed by the Consultant.
- 4.6 All Proposals submitted to the Town shall be irrevocable during the Acceptance Period except as otherwise provided herein.

5.0 KEY PROPOSAL DATES AND SCHEDULE

- 5.1 All times below are local time – Peace River, AB

Proposal Issue Date:	21-Jul-21
Pre-Bid Site Meeting Date:	4-Aug-21, 10:00:00
Pre-Bid Site Meeting Requirement	Optional
Pre-Bid Site Meeting Location	Pats Creek Viaduct East Entrance – Town of Peace River
Proposal Closing Submittal Date:	13-Aug-21, 14:00:00
Anticipated Contract Award Date:	23-Aug-21
Contract Completion Date:	31-Dec-21

6.0 PROPOSAL FORMAT

- 6.1 Proposals shall contain at a minimum the content and format as shown in the attached Proposal Format.

7.0 OMISSIONS AND DISCREPANCIES

- 7.1 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.
- 7.2 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.



- 7.3 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.
- 7.4 Questions arising during the Proposal Period shall be directed to the Town's representative identified in this RFP.
- 7.5 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.
- 7.6 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.
- 7.7 Each Consultant shall be responsible to ascertain that it has received all amendments to the Proposal Documents.
- 7.8 Each Consultant shall be responsible for delivery of copies of amendments to the Proposal Documents to its sub-consultants, if any.

8.0 MODIFICATION OF PROPOSALS

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Verbal, telephone, telegram or electronically transmitted facsimile modifications will not be accepted or acknowledged by the Town.

9.0 PROPOSALS IRREVOCABLE

- 9.1 Proposals delivered to the Town and not withdrawn before the Close of Proposals shall be irrevocable and open for acceptance by the Town during the Acceptance Period.

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

10.0 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

- 10.1 After it has received written notice of award 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11.0 IRREGULARITIES

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

12.0 PROPOSAL EVALUATION CRITERIA

- 12.1 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.
- 12.2 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
People	10	20%	2.0
Products & Deliverables	10	10%	1.0
Project Comprehension	10	10%	1.0
Experience	10	20%	2.0
Schedule	10	10%	1.0
Past Project History	10	20%	2.0
Financial / Pricing	10	10%	1.0
TOTAL SCORE			10.0

12.3 Each evaluation category referenced above has been given a weight to reflect its relative importance in the evaluation.

12.4 The Town reserves the right to:

- .1 Accept a proposal without negotiation.
- .2 Reject a proposal without negotiation.
- .3 Negotiate changes in the technical or financial content of the successful proposal.

13.0 ACCEPTANCE OF PROPOSAL

13.1 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.

13.2 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.

14.0 PROPOSAL SIGNING

14.1 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.

14.2 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.

15.0 DISCLOSURE OF PROPOSAL PRICE

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

16.0 OTHER INFORMATION

16.1 The Town will provide only one set of Proposal Documents to each Consultant.

16.2 TOWN'S REPRESENTATIVE

- .1 Direct all inquiries to:

Jim McCuaig, P. Eng.,
Director of Engineering and Infrastructure – Town of Peace River
jmccuaig@peaceriver.ca
Office: 1(780)624-2574
Cell: 1(780)219-4167

17.0 COMMENCEMENT AND/OR COMPLETION OF WORK

17.1 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.

18.0 WORK EXAMINATION

- 18.1 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.

19.0 PERMITS AND LICENSES

- 19.1 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 Documents.