



REQUEST FOR TENDER

Town of Peace River
Peace Regional Pool – Hot Tub Replacement Project

CLOSING DATE AND TIME: June 21, 2024 at 2:00 p.m. Local Time

I. QUESTIONS REGARDING THIS TENDER

Questions regarding this Request for Tender must be submitted in writing via email only to The AME Consulting Group Ltd., c/o Cristina Perez.

Email: cristinaperez@amegroup.ca

Questions must be received no later than **June 14, 2024 at 2:00 p.m. Local Time**. Questions received later than this stated time and date may not be acknowledged or answered.

II. SUBMISSION LOCATION

Submissions will be received via hard copy, with the following information in the envelope:

- Proponent's Company Name
- Tender Title and Number

Please address the proposal to:

Town of Peace River Town Office
9911-100 St.
Peace River, AB T8S1S4
Attention: Tanya Bell

Proposals delivered to any Town facility, location or person other than above may result in the non-receipt and rejection of the Proposal.

Town of Peace River
Peace Regional Pool – Hot Tub Replacement Project

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Town of Peace River
Peace Regional Pool – Hot Tub Replacement Project

SECTION 1: INSTRUCTIONS TO PROPONENTS

1. Definitions:

“Proponent” means the company or person submitting a Proposal in response to this Tender.

“Town” shall be understood to mean The Town of Peace River.

“Contract” means the supply of products, equipment, goods or services by the “Vendor” per this Tender as stated in the Town’s Purchase Order and shall include the Proponent’s Proposal submission and the Tender as issued by the Town.

“Purchase Order” means the official order as issued by the Town to procure the goods as described in this Tender and shall include the Proponent’s Proposal Submission and the Tender as issued by the Town.

“Proposal” means the Proponent’s Proposal submission.

“Tender” shall refer to this Request for Tender.

“Vendor” means the company to whom the Town has issued a Purchase Order.

2. Tender Closing Date and Time:

The closing date and time for this Request for Tender is **June 21, 2024 at 2:00 p.m.** Proposals submitted later than this stated date and time may not be received or accepted.

3. Delivery of Proposal Submission:

This Tender is to be submitted by hard copy (emailing or fax submissions will not be accepted) to the Town Office. Proposals delivered to any facility of The Town of Peace River may be rejected.

4. Questions Regarding This Tender:

Questions regarding this Request for Tender must be submitted only to Cristina Perez, in writing via email to cristinaperez@amegroup.ca no later than June 14, 2024 at 2:00 pm local time. Questions received later than this stated time and date may not be acknowledged or answered. If required, an addendum may be released.

5. Requirements and Specifications General Statement:

Requirements and Specifications are stated in this tender. The Town retains the right not to accept nor consider a Proposal from any Proponent who is not compliant with the Requirements or Specifications stated in this Tender.

6. Proponents Submission:

Proponents must submit the following documents with their Proposal Submission:

- ✓ All requirements for submission as stated in this Tender
- ✓ The first page, completed and signed of any Addenda posted on the Town's Notices & Tenders Web Page
- ✓ All requirements as stated in any Addenda issued to this Tender

7. Rights of the Town:

- a) The Town reserves the right, in its absolute discretion to accept a Proposal which it deems most advantageous to itself and the right to reject any or all Proposals, in each case without giving any notice. The lowest or any Proposal will not necessarily be accepted. In no event will the Town be responsible for the costs of the preparation of the submission of a Proposal from any Proponent.
- b) Proposals which contain conditions or otherwise fail to conform to the Instructions to Proponents may be disqualified or rejected. The Town may, however, in its sole discretion, reject or retain for its consideration Proposals that are non-conforming because they do not contain the content or form required by the Instructions to Proponents or for failure to comply with the process for submission set out in the Instructions to Proponents.
- c) Except as expressly and specifically permitted in the Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Tender, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.
- d) The Town reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of this Tender and any subsequent procurement process, the assessment and evaluation of Proposal submissions, including the determination of criteria and choice of a Vendor, without incurring any liability whatsoever to any Proponent, including any liability costs, expenses, losses or damages, and without giving any reason therefore.
- e) The Town reserves the right to reject any Proposal submission that is restricted by any wording, sentences, clauses, copies or agreements or contract samples included by the Proponent in their Proposal submission. The Town shall make the sole determination of which the above constitutes a restriction. Also, Proposal submissions which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, will be rejected.
- f) The Town in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Tender or to change the scope of the project, or to cancel the Tender or the project without stating any reasons therefor.

- g) The Town reserves the right to accept or to reject any or all of the Proposal submissions and the Town reserves the right to proceed, in its sole and unfettered discretion, following receipt of the Proposal submissions, to issue a modified Request for Tender for the project or to cancel the Tender process and any subsequent procurement process including the Purchase Order issued to a Vendor.
- h) The Town reserves the right to negotiate any terms or conditions whatsoever with any Proponent following receipt of Proposal submission in response to this Tender.
- i) The Proponent agrees that by submitting a Proposal in response to the Tender that the Town has no obligation to reveal any information regarding any Proposal submitted to the Town, including the results of the Tender process or any reasons for its decisions in the choice of a Vendor or Vendors.
- j) The Town reserves the right to waive informalities in its sole discretion.

8. Addenda and Written Communications:

The Town will not be responsible for any verbal (spoken) information from any Town staff or staff from any consultant retained by the Town or from any other person or persons who may have an interest in this Tender. Adjustments or changes to this Tender prior to the closing date and time stated herein will only be by written addenda and said addenda will be posted electronically on the Town's Website prior to the Tender closing date. Any Proposal submitted to the Town that does not include the first page (completed and signed) of all addenda issued may be rejected.

The Town of Peace River's website is: www.peaceriver.ca

9. Clarification:

It will be the Proponent's responsibility to clarify any details in question before submitting a Proposal. Unless otherwise stated, all official correspondence regarding this Tender should be directed in writing to and will be issued by the AME Consulting Group Ltd. on behalf of the Town of Peace River. The Town will assume no responsibility for oral instruction or suggestion.

10. Withdrawal of Proposals:

Proponents will be permitted to withdraw their Proposal submission, unopened after it has been deposited, if such a request is received by the AME Consulting Group Ltd., on behalf of the Town of Peace River, prior to the time specified for the closing of this Tender.

11. Taxes:

Details regarding any taxes (if required to be included or not) will be stated on the Price Schedule.

12. Evaluation:

Proposal submissions will be evaluated per the criteria stated in Section 3 of this Tender and per all requirements stated in this Tender and not necessarily price alone.

13. Tender Requirements and Selection of Vendor or Vendors:

Notwithstanding any terms or conditions contained in this Tender, the Town of Peace River reserves the right to add or delete requirements listed in this Tender at any time. Also the Town may issue a Purchase Order to a selected Vendor whether that Vendor's price be lowest or not, or to cancel this Tender for reasons that are in the best interest of and provide the best value for the Town. The Proponent by submitting a Proposal in response to this Tender thereby acknowledges that the Town has these rights and the rights stated in this Instructions to Proponents Section.

14. Error & Correction:

The Town will make all necessary corrections to any Proposal submitted which is in error through addition or extension, the corrected value prevailing.

15. Notification to Proponents:

Any notice that the Town may be required or desired to give to the Proponent shall for all purposes be deemed to have been sufficiently and properly given if posted on the Town's Web Page. It is the Proponent's sole responsibility to check the Web Page to avail themselves of any posted Tender or any addenda.

16. Adherence to Requirements:

The Proponent is requested to adhere strictly to all requirements and complete all sections of this Tender including all appendices and addenda. Failure to do so may be sufficient cause for rejection of the Proponent's Proposal.

17. Freedom of Information:

Any information including the requirements as described in this Tender including service or product details, prices, statements, and any other information provided by the Proponent shall be kept strictly confidential and release of same, except for any details regarding this Tender stated in a report to the Council of the Town, shall only be granted in accordance with the Municipal Freedom of Information policy, as applicable.

18. Proposal Submissions Irrevocable:

The Proposals received from Proponents are to be irrevocable and open for acceptance for a period of not less than ninety (90) days after the stated Tender closing date.

19. Canadian Funds and Firm Prices:

The prices quoted are to be in Canadian Funds and firm until delivery, acceptance and payment by the Town for the work and services stated in this Tender.

20. Time is of the Essence:

The Town shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered

thereby, not delivered or performed by the specified time in the Tender, without incurring any liability whatsoever in respect hereto.

21. Omission & Misstatements:

- a) The several parts of the Tender shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any or the requirements of the Tender contemplated, the Vendor shall, at the Vendor's own expense, and without making any extra claim, therefore, execute the same as if has been properly described, and the correction of any such omission or misstatement shall not be deemed to be an addition, to, or deviation from the requirements hereby contracted for; nor shall such decision or correction entitle the Vendor to any extension of time for the delivery of the items stated herein.
- b) It is to be understood that all terms and conditions, specifications, drawings, plans, all Tender clauses, and the complete Tender as originally issued by the Town of Peace River shall constitute the Tender. Any Proposals received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by the Town of Peace River.

22. Contract:

Prior to an award, this Tender and the Proposal submitted by the Proponent becomes part of the Contract. The Proponent must accept the Town's Purchase Order which will supersede all other contracts. CCDC 2 will be used for the Contract.

23. Rejection Due to Any Restrictions Contained in the Proponents Proposal Submission:

The Town reserves the right to reject any Proposal submitted which is determined solely by the Town to contain restrictive words, clauses or phrases or any words, clauses or phrases or any wording not called for in this Tender or by the inclusion of any contracts or agreements from the Proponent's company or parent company. The decision by the Town to reject any Proposal submission for reasons stated in this section shall be final.

24. Agreement in Writing Only:

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Tender, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

25. Standards and Legislation - Failure to Comply:

The Vendor may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the Vendor must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Government or any governmental agency as they pertain to the specifications described herein. This will apply to any required industry standard or regulations. Failure by the Vendor to comply with these laws, legislation, regulations, standards, and provisions shall be just cause for the Town, as its sole and unfettered discretion, to cancel the award and issue an award to any other Vendor or may re-issue the

Tender. The Town may assess against the Vendor any damages whatsoever as a result of failure to comply.

26. Failure to Comply With all Tender Terms:

Failure to comply with all terms, specifications, requirements and conditions of this Tender including delivery, to the satisfaction of the Town, shall be just cause for the cancellation of the contract award. The Town shall then have the right to award this contract to any other Vendor or Vendors or to re-issue the Tender. The Town shall assess against the Vendor any damages whatsoever as a result of failure to comply with the said terms specifications, requirements, conditions and delivery.

27. Completion of Contract Terms and Conditions:

The goods, materials, articles, equipment, work or services, specified or called for in or under this Tender shall be delivered or completely performed, as the case may be, by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion. The Proponent agrees to furnish to the Town, in conformity with the conditions set out herein and with any specifications, plans, price schedules, samples, instructions, addenda or other details provided in connection therewith or referred to therein, the goods, materials, articles, equipment, work or services so specified or called for in this Tender at the prices quoted herein and upon receipt of an official order therefor.

28. Patents, Intellectual Property Rights, Copyright, Trademarks and Technology Rights:

By submitting a Proposal, the Proponent warrants that the information contained in its Proposal submission does not infringe any Patents, Intellectual Property Rights, Copyright, Trademarks or Technology Rights of any Third Party and agrees to defend the Town at the Proponent's own expense, including all legal and court fees, in all suits, actions or proceedings in which the Town is made a defendant for actual or alleged infringement of any Canadian or foreign letters patent, intellectual property rights, copyright trademarks, technology rights or any other related rights to the above resulting from the Town's contractual relationship with the Vendor and the Vendor's use of any or all technologies, methodologies and strategies in providing the services required herein. The Proponent further agrees to pay and discharge any and all judgements or decrees which may be rendered in any such suit, action or proceeding against the Town. The Proponent agrees to indemnify and hold harmless the Town from any and all license, royalty and proprietary fees or costs, including legal and court costs, which may arise out of the Town's contractual relationship with the Proponent and the Proponent's use of any or all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by the Proponent that these covenants are irrevocable and perpetual.

29. Payment:

The Town will pay the Contractor the rates provided for in the submission upon the prompt and faithful performance of the Services to the satisfaction of the Town. Payment shall be subject to all applicable legislation, including without limitation the holdback requirements of the Prompt Payment and Construction Lien Act, RSA 2000, cP-26.4.

Payment terms shall be only modified at the sole discretion of the Town to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Town. The Proponent agrees that the Town shall be entitled to the discount stated herein if payment of invoices for the goods, materials, articles or equipment, work or services, specified or called for in or

under this Tender, is made within the period herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the Town of the invoice therefor.

30. Proposal Preparation Costs:

The Town shall not be responsible for the costs incurred by any Proponent to prepare and submit a Proposal or any subsequent documents relating to their Proposal submission.

31. Erasures and Alterations:

Any erasures, alterations or cross-outs must be initialed in ink by the Proponent. Failure to do so may result in the rejection of the Proponent's Proposal submission by the Town.

32. Extension of Purchase Order:

The time period duration of any Purchase Order issued as a result of this Tender may be extended for a specific period provided that both the Town and the Vendor agree to such extension. The Town may notify the Vendor at any time to seek an extension.

33. Additional Requirements:

The Town of Peace River reserves the right to add or delete items listed herein following the award of any contract(s) or purchase order(s) resulting from this Tender. The unit prices stated by the Proponent shall apply.

34. Indemnification:

- a) The Vendor shall indemnify and save harmless the Town from and against all claims, actions, losses, expenses, costs, demands, suits and other proceedings or damages of every nature and kind whatsoever which the Town, its employees, officers or agents may suffer as a result of the negligence of the Vendor, its employees, officers or agents in performance of the Contract.
- b) The Vendor shall indemnify and save harmless the Town from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Town, its employees, officers or agents may suffer as a result of misuse, misappropriation or alleged misuse or misappropriation by the Vendor, its employees, officers or agents of intellectual property in the performance of the Contract; and
- c) The Town agrees to indemnify and save harmless the Vendor from and against any and all claims, losses, damages, liability and costs arising out of or any in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of negligence of the Vendor in the performance of supplying goods to the Town.

35. Insurance and W.C.B. Requirements:

If requested by the Town, Insurance requirements in strict compliance with the Town's standard requirements for insurance shall be required to be held by the selected Vendor. Such insurance may

include but not limited to: Comprehensive General Liability, Automotive Liability for owned and non-owned automobiles, Professional Errors and Omissions Liability and any other requested insurance. The request for provision of insurance shall be provided by the Vendor at no additional cost to the Town. The same shall apply to WorkSafe Safety and Insurance Board requirements.

36. Notification of Potential Proponents Not Guaranteed:

The Town posts notification of all Tender on its Web Page. Proponents are to review the Town's Web Site to inform themselves of any Tender. The Town shall not guarantee that any previous Proponents shall be notified by any electronic means or otherwise of any Tender.

37. Proponents Expenses:

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Town, if any. If the Town elects to reject all Proposals received, the Town will not be liable to any Proponent, for any claims, whether for costs or damages incurred by any Proponent in preparing their Proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

38. Limitation and Waiver of Damages:

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the contract or in respect of the competitive process. The Proponent, by submitting a Proposal, also waives any claim for loss of profits if no agreement is made between the Proponent and the Town.

39. Order of Precedence:

In the event of any inconsistency or conflict in the contents of the following which shall take precedence and govern in the following descending order:

- Addenda (if any) as issued
- Tender documents as issued by the Town
- Proposal submission received from the Proponent

40. Failure to Supply:

In the event that the Town issues a Purchase Order to a Vendor and the said Vendor does not supply the equipment, products, or services as offered by the Vendor and as ordered by the Town, the Town shall take whatever action it deems necessary against the Vendor, including but not limited to, removal of the Vendor from the Town's Proponent's List for a minimum period of three (3) years. The Town will not accept nor receive any bid offer of any kind from the Vendor nor undertake business of any kind with the Vendor for the minimum three (3) year period.

41. Rights to Proposal Submission:

Upon receipt of the Proponent's Proposal submission, the Town shall retain the right to determine the use of the said submission for its own purposes. Proponents shall not use their Proposal submission for any other purposes whatsoever, including revealing any content of their Proposal submission or making

copies for other agencies, firms or companies not being a legal part or division of the Proponent's company, unless permission for any such use is receiving in writing by the Proponent from the Corporation of the Town of Peace River. Proponents must make a request in writing to the Town for the intended use of their Proposal submission for any other purposes than as stated herein.

42. Anti-Lobbying Restrictions and Required Disclosure:

Proponents, their company staff members, or anyone involved in preparing their Proposal submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the Tender and subsequent procurement process. This anti-lobbying restriction extends to all Town staff and elected Council Members of the Town.

In the event of any such lobbying, the Town may reject any Proposal submission by that Proponent without further consideration and terminate that Proponent's right to continue in the Tender and any subsequent procurement process. All correspondence or contact by interested parties with the Town must be directly and only with the Town contract person identified in this Tender. It should be duly noted by all Proponents that this anti-lobbying restriction extends from the release date of this Tender through to the date and time when the Town formally awards the contract by purchase order or other means. Any lobbying undertaken during this time frame by any Proponent or the Proponent's company staff members, or anyone involved with their Proposal submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the Town, its staff and the elected Council of the Town that may necessarily include contact with potential Proponents to this Tender regarding other business.

This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the Town, its authorized staff, the Town's representative for the requirements of this Tender or their authorized designates.

43. Proposal Submission and Correspondence in English:

Proposal submissions and any subsequent correspondence, reports, invoices, or documents of any kind issued by the Proponent and/or Vendor must be prepared in English and Proponents and Vendors must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the Proponent or Vendor.

44. Liability for Errors:

While the Town has used considerable efforts to ensure an accurate representation of information in this Tender, the information contained in this Tender is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this Tender is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Tender.

45. Agreement With Terms:

By submitting a Proposal the Proponent thereby acknowledges and agrees to all the terms and conditions of this Tender. Proponents who have obtained this Tender and any addenda electronically must not alter any portion of this Tender or addenda. To do so will result in the rejection of the Proponent's delivered Proposal submission.

46. Modification of Terms and Addenda:

The Town reserves the right to modify the terms of the Tender. Any modifications or changes to the Tender will be issued in the form of an addendum or addenda. The Tender and any addenda will be posted on the Town's Web Site. It is the sole responsibility of any potential Proponent to check this Web Page often to inform themselves of any posted addenda.

47. Decision by the Town:

The Proponent agrees that submitting a Proposal in response to this Tender that the Town has no obligation to reveal any information regarding any Proposal submitted to the Town including the results of the Tender process or any reasons for its decision in the choice of a Vendor or Vendors.

48. Adjustments to Proposal Submissions After Closing Date:

No adjustments by any Proponents to their Proposal submissions will be permitted after the stated closing date for this Tender, except as otherwise provided herein.

49. Collusion and Fraud:

The Town will reject any Proposal submission from any Proponent or Proponents where the Town determine that activities of collusion or fraud have taken place by any Proponent or Proponents to affect the outcome of the bidding process including the selection of a successful Vendor by the Town.

50. Suspension of Activity by the Town:

- a) All Proponents are advised and put on notice that notwithstanding anything else contained in this Tender that all Proponents are forewarned and advised that if the Town chooses not to proceed with this Tender process or any subsequent procurement process or any stage including, without limitation, the completion of the Tender process, the commencement, implementation or completion of any Tender process or other procurement process and/or the award, negotiation or the finalization of any agreement or contract and that accordingly, all Proponents acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the Tender or subsequent procurement process (if any) by the Town, then the Proponents shall have no claim against the Town for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.
- b) The Town reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the Tender and any subsequent procurement process, the assessment and evaluation of Proposal submissions, including the determination of criteria and the choice, if any, of a Vendor or Vendors without incurring any liability whatsoever to any Proponent, including any liability for costs, expenses, losses or damages, and without giving any reason therefore.
- c) Without limited the generality of the foregoing, the Town, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Tender, or to change the scope of the project, or to cancel the Tender or the Project, without stating reasons therefore and accordingly the Town also reserves the right to accept or to reject any or all of the Proposal submissions and the Town reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the Proposal submissions, including, without limitation, issuing a second or more, or a modified Tender for the project or entering into contract negotiations with any Proponent.

- d) The issuance of this Tender and the receipt of any Proposal submission by any Proponent does not commit the Town to award a Purchase Order or to pay any costs incurred in the preparation of any Proposal by any Proponent, or in any Proponent's attendance at any meetings with the Town.

51. Negotiations:

Notwithstanding any terms, conditions, or any wording or statement contained in this Tender, the Town reserves the right to negotiate an award with any company who has submitted a Proposal in response to this Tender. Such negotiations may include products offered, pricing, delivery or any other matter the Town solely determines appropriate to consider for negotiations.

Town of Peace River
Peace Regional Pool – Hot Tub Replacement Project

SECTION 2: INTENT, SCOPE, PROCESS, TIMELINE, & DESIGN GUIDELINES

1. Introduction and Intent

The Peace Regional Pool hot tub requires replacement.

2. Scope

The Scope of Work is as outlined in the specifications and drawings attached.

3. Timeline

Below is the anticipated timeline:

- Tender released on May 31, 2024
- Questions accepted until June 14, 2024, at 2:00pm
- Addendum released if required June 18, 2024 at 5:00 pm
- Tender closes on June 21, 2024 at 2:00pm
- Contract Award by July 5, 2024 (Estimated)
- Facility Shutdown Dates – August 26 – October 6, 2024 – All Demolition work is to be completed during this timeframe.
- Project to be completed by Jan 30th, 2025

4. Final Deliverables

The Town of Peace River requires a digital copy of the deliverable documents by the project completion date.

Town of Peace River
Peace Regional Pool – Hot Tub Replacement Project

SECTION 3: EVALUATION OF PROPOSALS SUBMITTED

1. No Obligation:

The Town will not necessarily accept the lowest price or any Proposal. Any implication that the lowest price or any Proposal will be accepted is hereby expressly negated.

2. Selection:

The selected Proposal submission will be chosen based upon evaluation criteria developed by the Town which in its sole discretion will determine the manner in which each response to this Request for Tender meets the evaluation criteria. The Town, at its sole discretion, may clarify any aspect of the Tender of any Proposal with any Proponent at any time. Without limiting the generality of the foregoing, the Town may negotiate with one or more Proponents.

3. Evaluation Criteria Grid:

Evaluation Criteria Grid – Criteria Items and Points

#	Description	Points
a.	Company Overview	10
b.	Project Team and Experience	15
c.	Methodology	25
d.	Project Plan and Schedule	25
e.	Fees	25
	Total Points Available	100

4. Evaluation of Proposals:

The Proposals will be evaluated by the Town based on the criteria outlined in the Criteria Grid (3.Evaluation Criteria Grid). The sections below describe each of the criteria items in detail.

Company Overview

The Proposal shall provide a general overview of the company, its structure, size and capability to perform the work required. This section should specifically highlight recent and relevant project experience that demonstrates the company’s suitability to undertake the scope of work. This section should be no more than three (3) pages in length. A minimum of three (3) references relating to relevant project experience should be provided including electronic links to similar deliverables, plus contact name and details for the projects.

Project Team, Experience, and References

The Proposal shall clearly identify the proposed team members who will perform the work, and indicate the level of involvement of each team member in the proposed work. This section should address team structure and organization, and also demonstrate how the team members identified have the requisite experience to perform the work. Resumes of all team members should be included as an Appendix to the Proposal.

Provide illustrative examples of past projects of similar type complete with a list of client references.

Proposed Methodology

The Proposal shall clearly describe in detail the proposed methodology, taking into account all requirements of the Tender.

The proposed methodology should also identify any potential options or changes to the outlined process that could be advantageous to the Town. Any such optional work should be identified specifically, or outlined in a separate section.

Project Plan and Schedule

The Proposal must provide a schedule that demonstrates the Proponent's ability to meet milestone dates of the process and timeline.

Fees

Fees will reflect the level of effort described in the methodology. Scoring will be weighted based on the value received for the fee.

The total proposed cost of the project shall include:

- a) An all-encompassing fee showing a breakdown of Proponent fees, any and all disbursements with applicable taxes listed separately, sub-consultants' fee (if applicable), and other expenses as required under the Proposal.
- b) Work schedule to show the cost of each of the major components of the plan and key tasks to complete the project and overall timelines and associated expenses required.
- c) Amount of estimated time in hours for each team member.

5. Agreement:

After completion of the evaluation stage, the successful Proponent will be required to enter into an agreement per a Purchase Order issued by the Town which will include a statement that the Proponent's solution is fully compatible and functional with the Town's requirements.

A contract based on CCDC 2- 2020V1 will be signed between the successful Proponent and the Town.

The Town maintains the discretion to offer optional work to the Proponent.

Town of Peace River
Peace Regional Pool – Hot Tub Replacement Project

SECTION 4: PROPOSAL SUBMISSION REQUIREMENTS

1. Submission Envelope and Location of Submission:

Proposals must be delivered via email to cristinaperez@amegroup.ca. Proposals must be in PDF format, the Proponent’s company name and ‘Tender – Peace Regional Pool – Hot Tub Replacement’ clearly stated in the email’s subject line. Proposal document should be addressed to:

Town of Peace River Town Office
9911-100 St.
Peace River, AB T8S1S4
Attention: Tanya Bell

2. Proposals to be Delivered Prior to Closing Date and Time:

Proposals must be delivered only to the above-stated email address no later than the closing date and time stated in this Tender. Proposals submitted later than this stated date and time may not be accepted. Proposals delivered to any other address, Town facility or email may be cause for the non-receipt of the Proposals. **The time submitted will be recorded as the time that the email is received.**

3. Contents of Proposals:

- ✓ Proponents are to submit one digital version of their Proposal, complete in all respects including colour content, in Adobe .pdf Version 6 or later.
- ✓ Proponents are to structure their Proposal to respond to all requirements of this Tender including a structured and complete response to the Evaluation Criteria of this Tender.
- ✓ In addition, submissions are to include:
 - Signed copies of all addenda to acknowledge receipt of same.
Agreement to provide Performance Bonds and Labour and Material Payment Bonds each in the amount of fifty percent (50%) of the Contract Price within ten (10) days of Contract award. Ensure that the Performance Bond is issued on CCDC-221 Performance Bond form and the Labour and Material Performance Bond is issued on CCDC-222 Labour and Material Performance Bond form or other equivalent forms approved by the Surety Association of Canada and issued by a Surety acceptable to the Owner. Bonding costs are to be included in the submitted bid price. Ensure the obligee on the bonds is the Owner.

Name of Proponent’s Company	
Signature of Authorized Officer	

Town of Peace River
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APPENDIX A: CONTRACT DOCUMENTS

The following documents are attached as separate PDF Documents:

- 1. Specifications and Drawings**
 - a) Architectural
 - b) Structural
 - c) Electrical
 - d) Mechanical