

Notice to Potential Proponents Request for Proposals

RFP Date: November 8, 2022

RFP Title: 2022-013 Aquaplex Compressor & MAU – Mechanical Engineering Services

Please review the attached document and submit your Proposal to the email address noted below by the closing deadline of 2:00 PM (as recorded by the receiver) on November 29, 2022.

Proposals will not be considered unless:

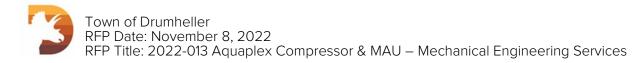
- 1. Received by the date and time specified above; and
- 2. Received at the Email address specified below
 - a. purchasing@drumheller.ca

Submission by hard copy or Facsimile will NOT be accepted.

Site Meeting Details:	Optional Site Meeting is scheduled for November 16, 2022 @ 9:00 AM (local time)	
Deadline for Questions:	Must be received in writing (email) prior to 2: 2022	00 PM (local time) on November 21,
Town Contact:	Kelcie Wilson, C.E.T. Capital Project Manager Town of Drumheller 702 Premier Way Drumheller, Alberta, TOJ 0Y4 403-334-0425 purchasing@drumheller.ca	Reg Bennett Facilities Manager Town of Drumheller 702 Premier Way Drumheller, Alberta, TOJ 0Y4 403-820-2253 purchasing@drumheller.ca



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1.0 Overview

1.1 Project Background

The Town of Drumheller invites Proposals from qualified Mechanical and Electrical Engineering consultants interested in the following:

- 1. Provision of engineering services and construction administration services for the lifecycle replacement of 1 (one) Make-Up Air Unit (MAU) and its various components located at 100 Riverside Drive West also known as the Drumheller Aquaplex. The Town wishes to relocate the MAU from inside the enclosed mechanical room to outside on a new concrete slab with appropriate fencing or within a shelter. Revisions to existing ductwork distribution systems within the swimming pool should be considered as the existing MAU does not supply sufficient air flow and maintain the space temperature. It is to be noted that the Aquaplex has high humidity levels.
- 2. Provision of engineering services and construction administration services to relocate/replace or provide noise suppression for an existing compressor located within a janitorial closet at 100 Riverside Drive West also known as the Drumheller Aquaplex. These services shall include a technical memo which makes recommendations on a) noise suppression, b) relocation, c) replacement. The technical memo shall include a Class D estimate for all recommendations as well as any drawings or sketches that may be necessary.

1.2 Existing Conditions

The existing Make-Up Air Unit is approaching the end of its designed life cycle and as such the Town of Drumheller intends to replace it. The existing MAU is located in an enclosed Mechanical room above the Aquaplex. The make and model of the existing MAU can be found in Appendix B. The Town of Drumheller is looking to move the MAU outside to the left of the main Aquaplex doors. The land outside the Aquaplex is leased from Atco and as such one-on-one engagement with Atco will be necessary to discuss structural options. There is also a known gas line in the area so one-on-one engagement with Apex may also be necessary. The land located within the Rotary Spray Park is also contaminated so proponents should consider this within their structural design as too what the MAU will be housed on.

The existing VRCF70 single-stage ring compressor is used to operate the jets within the hot tub operates at excessive decibels which is disruption to the recreation activities taking place at the Aquaplex. The janitor closet is roughly 58" x 52" x 118". Photos of the janitor closet can be found within Appendix B.

1.3 Project Schedule

The schedule for this project is as follows:

Item	Date
RFP Issuance	November 8, 2022
Optional Site Meeting	November 16, 2022 @ 9:00 AM (local time)
Deadline for Questions	November 21, 2022 @ 2:00 PM (local time)
Closing Date	November 29, 2022 @ 2:00 PM (local time)
Notice of Award	December 5, 2022
Project Start or Delivery Date	December 7, 2022

1.4 Site Meeting

 The optional site meeting for this project will commence at 9:00 AM on Wednesday, November 16, 2022 at Drumheller Aquaplex, 100 Riverside Drive West. Bidders are to meet outside the main Aquaplex doors.



- 2. The purpose of the mandatory site meeting is for Proponents to completely understand the scope of this project and gather any other relevant information of the existing Make-Up Air Unit and Compressor.
- 3. Questions posted by Proponents and answered at the site meeting may not be further documented or disseminated. Questions which are taken under advisement at the meeting will be documented and the response shall be and distributed to the Proponents recorded as attending the meeting and posted as an Addendum to the Alberta Purchasing Connection and Town of Drumheller websites.
- 4. Mandatory PPE required for the site visit is steel toed boots and a safety vest.

2.0Scope of Work & Submission Requirements

2.1 Scope of Work

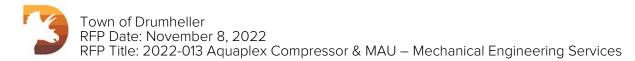
The general construction and final deliverable for this project is:

- a. Removal/Replacement of the existing Make-Up Air Unit which includes, but is not limited to:
 - I. Mechanical components as required to complete the installation of the new Make-Up Air Unit.
 - II. Electrical components as required to complete the installation of the new Make-Up Air Unit.
 - III. Structural components as required to complete the outside installation of the new Make-Up Air Unit.
- **b.** Relocation/Replacement/Noise Suppression of the existing VRC70 Single-stage Compressor which includes, but is not limited to:
 - I. Mechanical components as required to complete the necessary repairs/replacement/relocation.
 - II. Electrical components as required to complete the necessary repairs/replacement/relocation.
 - III. Structural components as required to complete the necessary repairs/replacement/relocation.

The following is a summary of the expected work but should not be considered an exhaustive list. Tasks required to complete the deliverables but not listed here shall be included where necessary.

The scope of work for this RFP includes, but is not limited to, the following:

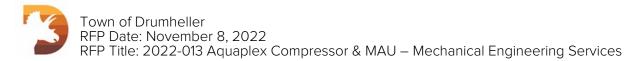
- a. Design Phase Engineering Services
 - I. Field Reviews, studies, and surveys as required to complete this project (The Town has PDF As-builts of the Aquaplex when it was first constructed, upgrades completed in 2013 and 2016, the Town cannot guarantee the accuracy of this information and the successful proponent shall confirm any deviation from these drawings within their site visits).
 - II. Review of design alternatives
 - III. Technical Memo for the compressor relocation/replacement/noise suppression. The technical memo shall include a Class D estimate for any recommendations and all drawings/sketches to support the recommendations.
 - IV. Pre-Design Services



- V. Issue IFR (30%) drawings
- VI. Develop Technical Specifications and schedule of quantities
- **VII.** Pre-Design cost estimates (Class D)
- VII. Issued for Tender (IFT) Design
- VIII. IFT Design Review
- IX. Detail Specifications
- X. Pre-Tender Cost Estimate (Class A)
- XI. Quality Assurance and Quality Control Design Checks
- **b.** Tendering Services
 - I. Creation of Tender Documents and Issuance for Tender
 - II. Coordination of all permits as required to complete the project
 - III. Technical support services during tender period including Addendum issuance as required
 - IV. Review of tenders and recommendation of award
- c. Construction Engineering Services
 - I. Project Management/Contract Administration
 - II. Approvals
 - III. Issue IFC drawings and contract documents
 - IV. Quality Assurance and Quality Control
 - V. Construction Inspections
 - VI. Construction administration including progress payments, safety inspections, drawing review and interpretations, weekly/bi-weekly progress meetings
 - VII. Construction Progress Reports (completed for site visits performed)
 - VIII. Deficiency inspection and issuance of Construction Completion Certificate
- d. Post Construction Services
 - I. Project Management/Contract Administration
 - II. Record Drawings
 - III. Deficiency List
 - IV. FAC Inspection and Certificate

Project Meetings

a. It is anticipated that the project will require bi-weekly meetings in order to maintain the project schedule. Meetings will be held virtually for the majority of meetings, with two or three meetings



being held in person. Meeting Agendas and Minutes shall be completed by the successful Proponent.

- b. Meeting in person shall include the Initial Kick-off meeting, 30% design review and Kick-off meeting with the successful contractor (once that stage is reached). If the Proponent deems more in person meetings are necessary, they shall state this within their Proposal submission. Meeting Agendas and Minutes shall be completed by the successful Proponent.
- c. Meetings will be required with Shallow Utility Providers due to Shallow Utilities (electric, Gas, etc.) in the area where the Town would like the MAU relocated to. Proponents should allow for 3 Virtual Meetings. Meeting Agendas and Minutes shall be completed by the successful Proponent.
- d. Additional meetings will be required with Atco. The land located outside of the Aquaplex where the Rotary Spray Park is located is owned by Atco however the Town does hold a lease agreement. It is known that the Spray Park land is contaminated and as such meeting should be held with Atoc to discuss the structural components around relocating the MAU outside (concrete pad, fencing or alternative shelter). Proponents should allow for 3 Virtual Meetings (1 meeting may overlap with requirements stated above). Meeting Agendas and Minutes shall be completed by the successful Proponent.

General Project Requirements:

- a. Obtain all necessary permits to meet all Regulations and Bylaws for Town of Drumheller.
- **b.** All final reports, drawings, contract documents and specifications are to be stamped by a Professional Engineer licensed in the Province of Alberta
- c. Provide project management, office staff, resident site inspection services, and other services as required to ensure the contract is executed in accordance with the plans, specifications and intent of the project.
- **d.** Review the contractors updated as-built drawings and confirm acceptability of these updates prior to final payment being recommended.
- e. Provide all inspection/testing services for construction.
- f. Provide functional performance testing and documentation to verify the proper operation of the new MAU.

Record Drawings

- **a.** Complete record drawings are to be provided to the Town in digital form no later than 3 months following completion of the project.
- **b.** Digital copies shall be provided in AutoCAD and PDF formats.
- c. Digital records must contain data attached to the network features which includes information relevant to the system being noted. This should include the materials, relative dimensions and elevations, and appropriate design information.

2.2 Terms and Conditions

2.2.1 General Information

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP.



All Proposals are to be in English only.

Any information provided through the RFP, and associated Addenda, is for information only and does not guarantee the accuracy of information or quantities. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

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

2.2.2 Communications During RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. Information sent to any individual other than the RFP Contact will be deemed as not received and a response will not be provided.

Submitted queries will be answered by Addendum only. Questions may be answered in part, or in whole, at the discretion of the Town and not all queries will be responded to if deemed to not be relevant to the RFP submission.

If an Addendum is issued following the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

2.2.3 Conflict of Interest

A Proponent may not have a direct or perceived Conflict of Interest with submitting a response to this RFP. This includes, but is not limited to: having access to confidential information not available to other Proponents; communications with any person with a view to influencing preferred treatment in the RFP process; or engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process.

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

2.3 Submission Requirements

Proposals should be presented as a written document containing twenty (20) pages or less. Page count does not include appendices or title page and table of contents. The Proposal should outline the services which will be provided including the methods which will be used, the staff which will be utilized on the project and any subconsultants that may be hired. In addition, the Proposal must contain the cost of services, a project schedule, and a breakdown of effort for each team member. A breakdown of required content is provided in Appendix A.

In order to evaluate the staff being provide, the Proposal submitted should outline the roles of each person, their relative experience, and previous projects which are similar. Resumes of each individual may be included with the Proposal as an appendix.

In order to evaluate the company(s) as a whole, the Proposal should outline previous work done in similar capacity over the past 5 years.

Submissions must be provided as two (2) separate PDFs with the technical portion having no reference to costs and cost only to be opened upon evaluation of the technical Proposal. Both PDF's can be submitted to the Town within the same email. Refer to Section 2.3.2 Proposal Submittal Format.

It is to be noted that the Town of Drumheller's email receiving limit is 100MB and, as such, if multiple emails are required the subject line should note email *part # of #* and the next email's subject line is to include *part # of #*. This is to be added onto the subject line title as identified in Section 2.3.1 Proposal Submittal Location.



2.3.1 Proposal Submittal Location

Proposals must be submitted by email to:

purchasing@drumheller.ca

2.3.2 Proposal Submittal Format

Proponents should submit one (1) electronic copy, in PDF format. Submissions must be a maximum of 100MB in total. Zip files will not be accepted. The body of the email should not indicate the details of the Proposals, specifically the costs submitted.

The title of the email should be as follows:

RFP SUBMISSION – [COMPANY NAME] – [PROEJCT NAME]

The title of the PDF's should be as follows:

RFP TECHNICAL SUBMISSION - [COMPANY NAME] – [PROJECT NAME]

&

RFP COST SUBMISSION - [COMPANY NAME] - [PROJECT NAME]

2.3.3 Amendment of Proposals

Proponents may amend their Proposals prior to the submission deadline by submitting the amendment in an email with RFP title as set out above. Any amendment should clearly indicate which part of the Proposal the amendment is intended to amend or replace.

2.3.4 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement, a Proponent may withdrawal a submitted Proposal. To withdraw a Proposal, a notice of withdrawal must be sent to the RFP contact and must be signed by an authorized representative of the Proponent. The Town is under no obligation to return withdrawn Proposals.

2.4 Bid Bond

A bid bond is not required with this RFP section.

2.5 Contractor Certifications

Any contractor entering into any agreement with the Town of Drumheller is expected to have COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association.

3.0 Evaluation Process

3.1 Overview

The Town of Drumheller reserves the right to accept/reject any or all Proposals in whole or in part. Proponents may be required to provide supplementary information after the closing date to support their Proposal, when requested by the Town. The highest scoring or any Proposal will not necessarily be awarded. The lowest cost of any Proposal will not necessarily be awarded.



No Proponent shall have any claim for any compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting the Proposal, and any anticipated profits and contributions to overhead) against the Town as a result of participating in this process, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. For greater certainty, the Proponent hereby waives any claim for damages or costs of any nature against the Town (including, without limitation, the cost of preparing and submitting the Proposal, and any anticipated profits and contributions to overhead) arising out of the Town's use of its discretion under the Proposal documents, and the Project Manager's advice to the Town.

3.2 Scoring Template

Proposals will be evaluated in two (2) parts. The Technical portion of the Proposal will be weighted the highest with the costs having a lesser impact on the scoring. Details as follows:

Item	Weighting
Technical Proposal	65
Cost Proposal	35

3.2.1 Technical Proposal Evaluation

The criteria that will be evaluated within the technical Proposal section will be as follows:

Technical Evaluation Criteria	
Proponent Profile and Qualifications	10
Work Plan & Deliverables	35
Project Management	10
Resources	10
Technical Evaluation Total	65

3.2.2 Cost Proposal Evaluation

The cost Proposals will be evaluated as follows:

Cost Proposal Evaluation		
Cost Proposal Calculated Score	Calculation to be adjusted to include only the Companies which pass the technical evaluation. Score = (Lowest Cost Submission/RFP Cost of Services) x 35	35

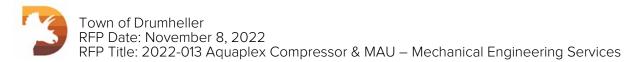
The Proposed total costs must include details of all professional and disbursement costs. This includes estimated hours and rates for all key personnel and technical resources as well as any sub-consultant costs and disbursements.

It is up to the Town's discretion whether or not to evaluate more than three (3) Proposals. If the Town chooses to do so they may determine a maximum technical evaluation total threshold that must be met instead and will evaluate all cost Proposals that meet or exceed that threshold.

3.3 Review by Committee

All Proposals will be evaluated through a comprehensive review and analysis by an evaluation committee.

The Evaluation Committee may, at its sole discretion, retain additional committee members or advisors.



The intention of the Evaluation Committee will be to select one Proposal which in its opinion meets the Town's requirements under this RFP and provides a satisfactory overall value to the Town.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

3.4 Clarifications

As part of the evaluation process the Evaluation Committee may make requests for further information with respect to the content of any Proposal and/or to ascertain the understanding and responsiveness of the Proponent and to any of the project information and requirements.

The Evaluation Committee may request further information from one or more Proponents and not from others.

3.5 Interview

A Proponent whose Proposal has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, and finalize the score as necessary.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting agreement

3.6 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made for award. Proposal evaluation results should be the property of the Town and will not be shared with any Proponents.

Proponents should be aware that Council and individual Councillors have the right to view the responses provided that their requests have been made in accordance with the Town's procedures.

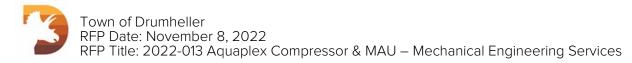
4.0Town of Drumheller Responsibilities

4.1 General

The Town's staff will provide assistance to the successful Proponent by reviewing all submitted documents within approximately one week of receipt, depending on the magnitude of the submission.

The Town will designate a Project Manager to this project upon completion of the evaluation of the RFP and award of the project.

Best efforts will be made by the Town to provide relevant and available past documents to assist in the success of the project.



5.0Contract Details

5.1 Contract Type

The successful Proponent will engage into a Professional Services Contract with the Town of Drumheller. The Town will engage into a contract with only one company and any sub-consultants will be the responsibility of the successful Proponent and will be bound by the same requirements as the Town's contract. A draft version of the contract in included with Appendix C and is subject to legal review prior to finalization.

5.2 Liquidated Damages

Liquidated Damages will not be applied as part of this contract.

5.3 Insurances & Bonding

The Town of Drumheller requires that all Proposals include proof of \$5,000,000.00 Commercial Liability Insurance. Insurances must match that of the contract requirements (see item 2.4).

5.4 Warranty

Warranty will correlate with the Engineering responsibilities that are required as part of the Post-Construction services noted in Item 2.1

5.5 Negotiations & Agreement

Any award of an Agreement to a Proponent will be at the absolute discretion of the Town. The selection of a recommended Proponent will not oblige the Town to negotiate or execute an agreement with that recommended Proponent.

Any award of an Agreement resulting form this RFP will be in accordance with the bylaws, policies, and procedures of the Town.

The Town shall have the right to negotiate on such matter(s) as it chooses with any Proponent to which it has awarded an Agreement without obligation to communicate, negotiate, or review similar modifications with other Proponents. The Town shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the service may be refined, issues may be prioritized, responsibilities among the Proponent, all staff provided by it and the Town may be settled and the issues concerning implementation may be clarified.

If negotiations between the Town and a successful Proponent do not result in an Agreement within thirty (30) days of receipt by the Proponent of notification of award, the Town may at its sole discretion terminate such negotiations and either enter into negotiations with one or more other Proponents or terminate the RFP process.

The Town shall be under no obligation to accept a Proposal without amendment, alteration, counter-offer, or any change that may result from negotiations with the Proponent submitting the Proposal.

The Town reserves the right to award a contract in whole or in part.



5.6 Payment

Payment for services will be made in a timely manner following receipt of the invoices subject to the invoice being submitted in an acceptable format and without conflicts to the original agreement. Payment will only be made on approved invoices as deemed by the Town of Drumheller.

For labour costs, payment will be on a time basis at approved hourly rates to the Upset Limit for each deliverable to be provided by the successful Proponent.

Payments for disbursements will be pro-rated based on the value of the work performed during a billable period.

For the Unit Price deliverables, payment will be at the unit price for each deliverable provided. The Town will determine how many of the "units" are required, once the project has progressed sufficiently to make the decision.

Prices and staff rates submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement. Rates shall be inclusive of all burdens or deductions as applicable to the work.

All invoices must clearly show GST as a separate value and GST "registrant" number indicated.

The Town shall not be responsible for any unauthorized additional costs.



Appendix A: Submission Details

The Proponent must submit through a 2-PDF system the following information:

Technical Proposal

A maximum of 20 pages, plus appendices, which includes the following minimum requirements:

- Cover Letter, signed by a person with the relevant authority for your company
- Project Overview
- Project Team
- Project Schedule
- Relevant Experience

Appendices may include:

- Resumes
- Gantt Chart Schedule
- Corporate Brochures
- Workers Compensation Board (WCB) Coverage Letter
- Provide Copy of Table of Contents from Proponents Safety Manual
- Provide Copy of Town of Drumheller Business License to be obtained within three (3) business days upon award of project.

Cost Proposal

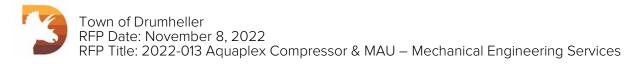
A maximum of five (5) pages, plus appendices, which includes the following pages.



Upset Limit Cost Breakdown

Task/Description	Total
Design Phase Engineering Services	\$
Tendering Services	\$
Construction Engineering Services	\$
Post-Construction Services	\$
Project Tota	

The above prices are excluding GST. Each scope of work is mutually exclusive of the other and the Town reserves the right to award some or all of the scopes of work.



Appendix B: Relative Documents

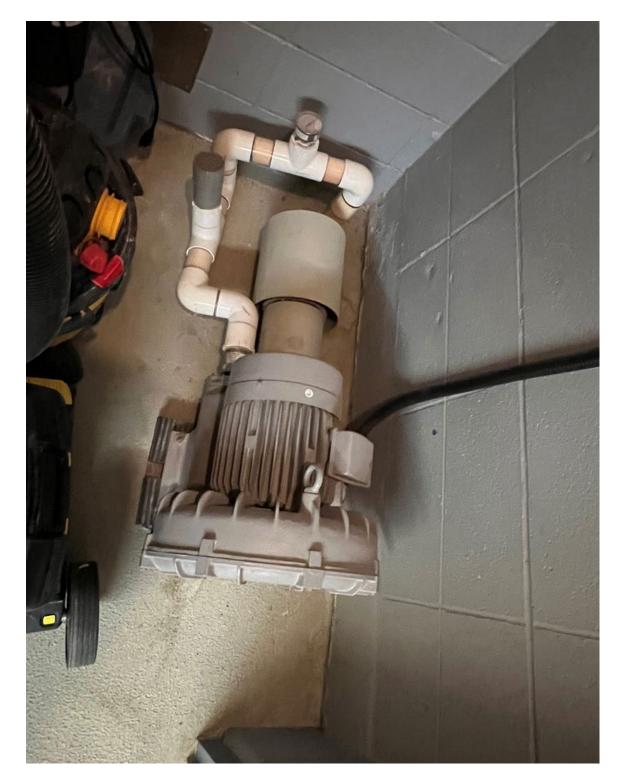
The following information is attached to the RFP as additional information:

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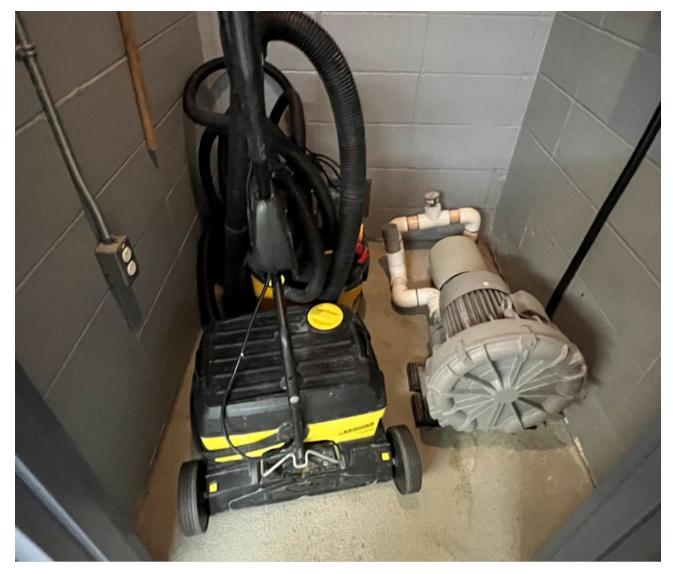
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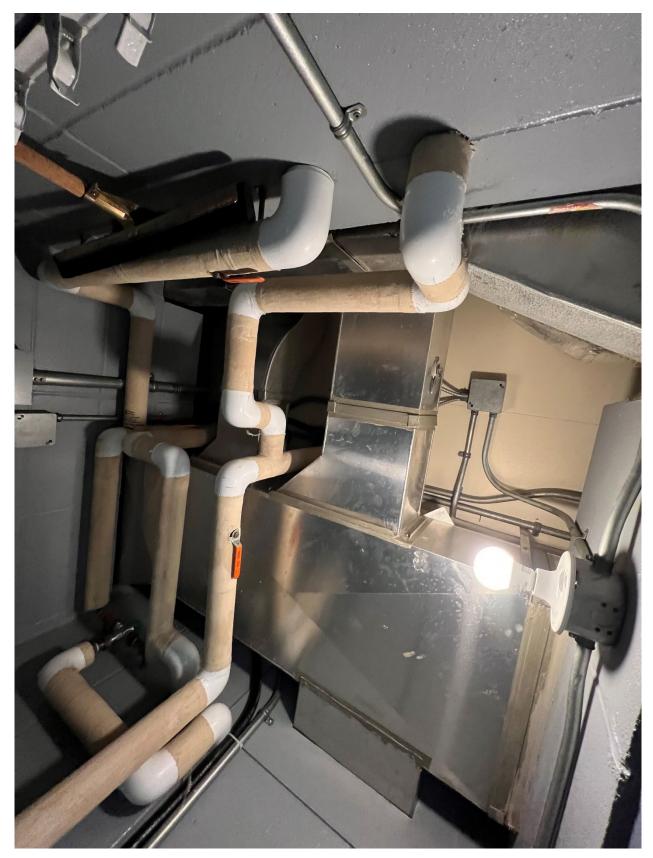
Janitor Closet





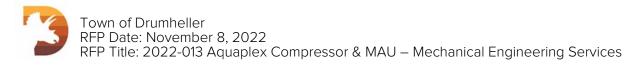












Appendix C: Sample Contract

An example of the contract which the successful Proponent will be expected to sign is attached here for information.