

TOWN OF THREE HILLS



REQUEST FOR PROPOSAL FOR Centennial Place Arena – Dehumidifier Replacement

RFP Issue Date:	April 15th, 2024
RFP Closing:	May 17th, 2024
RFP Contact:	Kristy Sidock, Director of Community Services 232 Main Street, PO Box 610 Three Hills, Alberta T0M 2A0
Telephone:	(403) 443-5822
Email:	communityservices@threehills.ca

Copies of this Request for Proposal may be obtained from the Town Office and website.

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232 Main Street, Three Hills AB T0M 2A0
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Alberta Purchasing Connection

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1 General

Introduction

The Town of Three Hills (referred to as "the Town") has drafted this Request for Proposal (RFP) to invite proposals for the replacement of our dehumidifier. Manufactured in August 2002, the existing dehumidifier has exceeded its expected operational lifespan. Notably, the unit is in need of a recharge, however, due to the production ban on R-22 the maintenance has become increasingly challenging. Furthermore, the unit is operating below its capacity due to a mechanical issue.

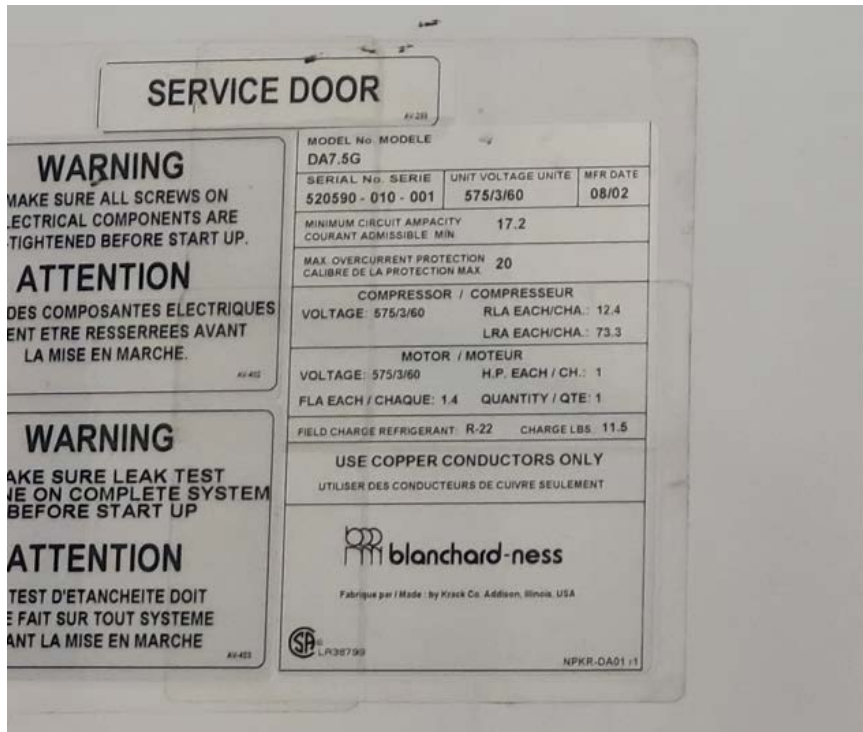
Our primary objective for this project is to ensure that the dehumidifier is fully operational in the Arena by mid-July 2024.

Centennial Place Arena



Current Dehumidifier





Definitions

“**Contract**” means the formal written and binding agreement entered into pursuant to this Request for Proposal between the Town and the successful Proponent(s) in the form agreed to by the Town in its sole discretion.

“**Evaluation Team**” means individuals who will evaluate the Proposals on behalf of the Town.

“**must**”, “**mandatory**”, “**required**”, “**shall**” means a requirement that must be met in a substantially unaltered form in order for the Proposal to receive consideration.

“**Prime Proponent**” means the Proponent that is responsible for the provision of Services as outlined in this RFP and is accountable for all terms and conditions of the contract.

“**Proponent**” means an organization responding to this RFP with a Proposal.

“**Proposal**” means the Proponent’s response to this RFP and includes all the Proponent’s attachments and presentation materials.

“**Request for Proposal or RFP**” means the solicitation for the Services as outlined in this RFP.

“**RFP Closing**” means **the final date and time for acceptance of Proposals.**

“**Services**” means the functions, duties, tasks and responsibilities to be provided by the Proponent as described in this RFP.

“**should**”, “**desirable**” means a requirement having a significant degree of importance to the objectives of this RFP.

“**Town**” means the Town of Three Hills.

2.1 RFP Schedule of Events

RFP Issue Date:	April 15 th , 2024
On Site/Proponents’ Meeting Date:	April 30 th , 2024 10:00AM
	Mandatory [X]
RFP Closing:	May 17 th , 2024, 1:00PM Local Time
Evaluation of Proposals:	May 20-22, 2024
Selection of Preferred Vendor:	May 24, 2024
Contract Commencement Date:	ASAP, 2024

2.2 On Site/Proponents’ Meeting Date

A Proponents’ Meeting has been scheduled to provide a facility tour, an opportunity for clarification regarding the RFP’s requirements, and to address any other issues related to this RFP.

Date: April 30th, 2024
Time: 10:00AM
Location: Centennial Place Arena 202 - 3 Ave NE, Three Hills. We will meet in the north parking lot between the Aquatic Centre and the Centennial Place Arena.

This is a mandatory meeting. All proponents who fail to attend the meeting will not be considered for this project.

2.3 Proponent Questions

All questions regarding this RFP must be directed to the RFP Contact in writing by May 7th at 1:00PM. Enquiries and responses will be recorded and will be distributed to all Proponents. Answers to questions will be provided by May 10th, 2024. Verbal responses to enquiries are not binding to any party.

The Proponent has a responsibility to notify the RFP Contact in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

2.4 Amendments to the RFP

The Town of Three Hills reserves the right to issue addenda or amendments or change the schedule of events to this RFP. It is the Proponents' responsibility to check for any addendums or amendments to this RFP.

2.5 Proponent Expenses

Proponents shall bear their own costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for meetings, interviews or demonstrations related to this RFP prior to the issuance of a contract.

2.6 Multiple Proposals

If multiple Proposals are offered, the Proponent must submit each Proposal separately in the same format as outlined in this RFP. Proposals must meet the fundamental intent of this RFP.

2.7 Submission of Proposals

Proposals are to be prepared in such a way as to provide a straightforward and concise description of capabilities to satisfy the requirements of this RFP. All proposals will remain sealed until the RFP closing date. Proposals must be submitted in the format described in *Schedule A - Proposal Requirements*.

Emphasis should be concentrated on the conformance to the RFP instructions, responsiveness to the RFP requirements, on completeness and clarity of content. Proposals must be complete in all aspects. A Proposal shall not be considered if it is conditional or incomplete.

Proposals must be sealed and clearly marked with:

- RFP's name
- RFP Closing
- and addressed to the attention of the RFP Contact

All Proposals submitted should include:

- One hard and one electronic copy of the Proposal.

Proposals may be delivered by hand, courier, or mail. The Town does not accept Proposals received via facsimile or email. Electronic Copies may be submitted with the hard copy via a zip stick. Proponents mailing proposals should allow for sufficient mail delivery time to ensure timely receipt of their proposals.

Delivery service disruptions will not be acceptable conditions for late Proposal submissions.

For RFP closing purposes the official time and receipt of Proposals shall be as determined by the time recorder used to date and stamp Proposals upon submission to the Town of Three Hills Office. Proposals that are dated and time stamped after the Closing Date and Time will be deemed late and will not be considered. The Proposals will be opened by the RFP Contact after the RFP Closing. There is no public opening of Proposals.

To assist in receiving similar and relevant information, and to ensure that your Proposal receives fair evaluation, the Town asks that Proponents provide detailed information for the itemized list below in Schedule A, while following the same numbering format and system.

Proponents are asked to provide a reply to each section in Schedule A and the Proponent must identify specific provisions with which it is unwilling or unable to comply. Each Proponent must list if the Proponent's company will be completing the work or if the work of a third-party contractor is required.

The Town has the right to contact references other than what is listed in the RFP.

2.8 Acceptance or Rejection of Proposals

At any time prior to the RFP Closing Date and Time, a Proponent may withdraw its Proposal by submitting written notice to the RFP Contact. The Town reserves the right, in its sole discretion, to cancel this RFP without award or compensation to any Proponent, their officers, directors, employees or agents.

The Town reserves the right, in its sole discretion, to accept or reject any proposals; to waive minor informalities or math errors of proposals; or to cancel, revise or extend solicitation.

The RFP process is intended to identify prospective Proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Town by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services. Proposals shall be irrevocable and open for acceptance by the Town anytime within ninety (90) days following the end of the day of the RFP Closing Date. Proposals will be retained by the Town and will not be returned to proponents.

3 Confidentiality

The Proponent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the RFP Contact.

All information provided by or obtained from the Town in any form in connection with the RFP either before or after the issuance of the RFP is the sole property of the Town and must be treated as confidential; is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract; must not be disclosed without prior written authorization from the Town; and shall be returned by the Proponents to the Town immediately upon the request of the Town. **Failure to follow all confidentiality rules, including speaking to Council or anyone outside of the RFP contact will result in the proponent being disqualified.**

4 FOIP

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of

such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be publicly disclosed and may be scrutinized by the community through public presentations, or on a confidential basis, to the Town's advisers retained for the purpose of participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the RFP Contact. Any proposal submitted is subject to the Freedom of Information and Protection of Privacy Act.

5 Conflict of Interest

For the purpose of this section, Conflict of Interest shall mean:

- i. in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of the Town in the preparation of its proposal that is not available to other proponents, (b) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- ii. in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (a) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (b) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents must fully disclose, in writing to the RFP Contact on or before the Closing Date and Time of this RFP, the circumstances of any potential conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP.

The Evaluation Team shall review any submissions by Proponents under this provision and may reject any Proposals where, in the sole opinion of the Evaluation Team, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP.

If no written disclosure is provided, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

6 Governing Law

Procedural terms of the RFP Process:

- i. are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

- ii. are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- iii. are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

7 Disclaimer of Liability and Indemnity

By submitting a Proposal, the Proponent agrees:

- i. to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- ii. that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- iii. that it has gathered all information necessary to perform all of its obligations under its Proposal;
- iv. that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- v. to hold harmless the Town, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- vi. that it shall not be entitled to claim against the Town, their elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Town or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner of form in which the information is provided) is incorrect or insufficient;
- vii. that the Town will not be responsible for any costs, expenses, losses, damages or liability incurred by the proponent as a result of or arising out of submitting a Proposal or due to the Town's acceptance or non-acceptance of its Proposal;
- viii. to waive any right to contest in any proceeding, case, action or application, the right of the Town to negotiate with any Proponent for the contract whomever the Town deems, in their sole and unfettered discretion, to have submitted the Proposal most beneficial to the Town;
- ix. all designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Town, shall remain with property of the Town of Three Hills. All final drawings must be stamped by a qualified engineer who is a member of APEGA; and
- x. the scope-of-work may have to be adjusted to ensure that the cost of the services remains within budget. Adjustments through negotiation with the successful proponent to the scope-of-work by deletion of requirements from the scope or reduction of measures implemented shall not nullify the Proponent submitted pricing or any

submissions to the project. The Town may add or delete any scope-of-work without need to re-issue to all bidders.

While the Town has used considerable efforts to ensure that an accurate representation of the information in the RFP, the information contained in this RFP 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 RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

8 Selection Process

8.1 Evaluation Process

Proponents should carefully note the mandatory requirements. Proposals that do not meet the mandatory requirements at the submission deadline will be disqualified.

All Proposals will be subject to a standard review process by the Town. During the evaluation process, Proponents may be required to provide additional information to clarify statements made in their Proposals.

The Town reserves the right to invite the top three highest ranked Proponents for an interview and/or presentation made to the Evaluation Team. Alternatively, at the Town's sole discretion, the Town may bypass the interview process. Key Proponent management and technical personnel will be expected to participate in the presentation and these interviews/presentations will be made at no cost to the Town.

The Evaluation Team will make the final decision(s) as to which Proposal(s) will be considered for approval.

8.2 Evaluation Criteria

Each Proposal shall be evaluated separately against the criteria listed below. Further detail is listed in Schedule A.

Evaluation Criteria (100%):

1. **Relevant Experience – 10%**
2. **Staff Resources – 5%**
3. **Cost and Fees – 30%**
4. **Clarity and Presentation – 10%**
5. **Safety – 15%**
6. **Install Timelines – 15%**
7. **Maintenance Costs & Accessibility – 15%**

9 Notification to Proponents

All Proponents will be notified in writing as soon as possible after acceptance of a Proposal. Selection of a successful Proponent does not obligate the Town to negotiate or execute a Contract in the event that:

- i. financial circumstances of the Town change;

- ii. political, economic or technical conditions change; or
- iii. any other event which was unforeseen occurs and in the opinion of the Town is beyond its control.

The successful Proponent should note that if the parties cannot execute a Contract within thirty (30) days, the Town may invite the next-best-ranked Proponent to enter into a Contract.

10 Insurance and WCB

The successful Proponent must indemnify the Town and their employees, officer, directors and agents (each an “Indemnified Person”) against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Proponent or by any of the Proponents agents, employees, officers, directors, who are providing services, except liability arising out of any independent negligent act by the Town.

The successful Proponent accepts responsibility for the acts and omissions of all subcontractors it may engage in rendering the services of the for the scope of the project.

The successful Proponent must obtain and continuously hold for the term of the contract, insurance coverage with the Town listed as “Additional Name Insured” the minimum limits of not less than those stated below:

- Commercial General Liability – not less than \$5,000,000 per occurrence
- Vehicle Third Party Liability – not less than \$2,000,000 per occurrence
- Error & Omissions Insurance – not less than \$500,000 per occurrence

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers’ Compensation Act of Alberta and must be in good standing during the term of any contract entered into from this process.

11 No Obligation to Proceed

Though the Town fully intends at this time to proceed through the RFP, in order to select the services, the Town is under no obligation to proceed to the Contract, or any other stage. The receipt by the Town of any information (including submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees or Managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of goods or services.

Schedule A - Proposal Requirements

Purpose and Scope of Work

The successful proponent will provide a written report with the respect to the following:

- Options for the replacement of the Dehumidifier at the Centennial Place Arena and the proponent must recommend a preferred option with firms costs for removal, disposal, supply, installation (including incorporating into BMS), and training of staff including all maintenance and operating manuals and books. The Proponents must clearly show that their preferred option meets or exceeds the current capacity of our existing system.
- The successful proponent shall provide options for the equipment that is removed from the building. ie) disposal, purchase, recycle etc.
- The Proposal submitted by each Proponent must be signed by an Authorized Representative of the Proponent. If the Proponent is a corporation, in addition to the signature, affix corporate seal (if available). If a natural person makes the proposal the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature.
- The successful Proponent might be required to submit a performance bond for the project.

Please provide a written response to each of the items listed in the Evaluation Criteria:

1. Relevant Experience

Proposals will be evaluated based on the Proponent's relevant experience with similar projects, and a demonstrated ability to translate those experiences into successful project delivery for the Town.

Please provide an example of at least three dehumidifier installations your company has been engaged with in the past 5 years. Please provide details such as Name of Facility, Location, Date of Completion, Original Construction Budget, Final Construction Budget, and a Contact Reference.

2. Staff Resources

Ability to meet service and operation expectations of the project.

Proponents will identify all firms and staff assigned to the project.

Proponents must also submit resumes of members of the project team clearly indicating each member's years of experience including identification of the personnel's educational qualifications and references.

Only personnel listed in the successful proposal shall perform the work unless otherwise approved by the Owner.

3. Cost and Fees

Proposal costs must include rates, disbursements, materials, permits and all fees associated with the scope of work. The cost must be clearly detailed and must be a fixed cost proposal. The Proposal must set out fee structures and payment schedules.

The Proponent must provide hourly charge out rates for additional services by position for all team members that are assigned to the project.

The Town realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the Town and therefore the lowest priced Proposal need not be accepted.

4. Clarity and Presentation

Proposals will be evaluated based on the quality of the submission, completeness of the submission and the ease of navigation to understand and review the material adequately and fully.

5. Safety

The safety of our staff, citizens, and visitors is vitally important. Please clearly indicate all safety standards and aspects.

6. Install Timelines

Please indicate a complete schedule of all timelines for the project.

7. Maintenance Costs & Accessibility

To properly plan for the future, we are asking for a complete list of the equipment's life expectancy and estimated yearly operational costs.

Work Schedule

The selected Proponent should expect to begin work as soon as the project is awarded. The selected Proponent must supply and adhere to the work schedule that was provided in the Proponents RFP. The work schedule must provide a statement and details for using sufficient labour and materials to complete the project.

Appendix A - Proposal Summary & Signatories

I/We have read and understand, having carefully examined the Request for Proposal, for the above stated project and that I/We have read all the addendums.

Proponents Legal Name and trade name if applicable: _____

Address: _____

Authorized Signature (s):

<u>Signature:</u>	<u>Name:</u>	<u>Title:</u>

Date: _____

Telephone Number: _____

Email Address: _____

Provide a fixed fee including rates, disbursements, materials, permits and all fees associated with the scope of work identified in this Request for Proposal. All fees, rates and quoted costs shall exclude the General Sales Tax (GST). All costs defined shall be in Canadian Dollars and shall not be subject to increase due to international exchange rate or a change in shipping charges.

Appendix B – List of Sub-Contractors

The Town requires that all sub-contractors that are to be used be listed.

<u>Company Name</u>	<u>Contact Information</u>