

Notice to Potential Proponents Request for Tenders

RFT Date: May 18, 2023

RFT Solicitation #: 2023-035

RFT Title: Water Treatment Plant Heaters

Please review the attached document and submit your Tender to the email address noted below by the closing deadline of 2:00 pm (as recorded by the receiver) on June 13, 2023.

Tenders 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: Mandatory site meeting will be on June 1, 2023 @ 1:30 local time located at Town

Hall (224 Center Street)

Deadline for Questions: Must be received in writing (email) prior to 2:00 pm (local time) on June 6, 2023.

Town Contact: Reg Bennett

Facilities Manager Town of Drumheller 224 Centre Street

Drumheller, Alberta, TOJ 0Y0 purchasing@drumheller.ca

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Notice to Potential Proponents Request for Tenders

1.0 Overview

1.1 Project Background

This project is looking to install 3 electrical heaters at the Water Treatment Plan within the Fluoride, Dichlorination and Chlorine Injector rooms.

1.2 Existing Conditions

The Water Treatment plant is located at 2490 S Railway Ave.

1.3 Project Schedule

The schedule for this project is as follows:

Item	Date
RFT Issuance	May 18, 2023
Mandatroy Site Meeting	June 1, 2023 @ 1:30 (Town Hall)
Deadline for Questions	June 6, 2023 @ 2:00 local time
Closing Date	June 13, 20233 @ 2:00 local time
Notice of Award	June 22, 2023
Project Start or Delivery Date	July 2, 2023
Construction Period	July – September
Substantial Completion	September 30, 2023
Warranty Period	As per specifications in Appendix B

2.0Scope of Work and Submission Requirements

2.1 Scope of Work

The following is a summary of the expected work but should not be considered an exhaustive list.

- 1. Installation of 3 electrical heaters, electrical breakers, hanger clips, conduit and all miscellaneous items that are necessary to complete the project.
- 2. Demolition of Existing installation
- 3. Submittal of maintenance manuals.

2.2 Pre-Bid Meeting and Site Inspection

A mandatory site-meeting is scheduled for June 1, 2023 @ 1:30 local time located at Town Hall 224 Center Street.

2.3 Terms and Conditions

2.3.1 General Information

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

All Tenders are to be in English only.

Any information provided through the RFT, 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 Tender in response to this RFT.

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

2.3.2 Communications During RFT

Proponents should promptly examine all of the documents comprising this RFT and may direct questions or seek additional information in writing by email to the RFT Contact on or before the Deadline for Questions. Information sent to any individual other than the RFT 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 RFT 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.

2.3.3 Conflict of Interest

A Proponent may not have a direct or perceived Conflict of Interest with submitting a response to this RFT. 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 RFT process; or engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT 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.

2.4 Submission Requirements

Contractors are expected to submit the following:

- 1. Cost Submission Form (Appendix A)
- 2. Proposed Schedule
- 3. Reference Projects (Maximum 3)
- 4. Workers Compensation Board (WCB) Coverage Letter
- 5. Proof of Insurance
- 6. Consent of Surety
- 7. Provide a copy of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association. A copy of the safety policy and a copy of the table of contents of the safety manual may be submitted in lieu of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association.

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 to subject line to include part # of #. This is to be added onto the subject Line title as identified in Section 2.3.1 Tender Submittal Location.

2.4.1 Questions

All questions shall be directed to the following:

Kris McMenamon, P.Eng., CEM, LEED AP Reinbold Engineering Group kmcmenamon@req-eng.com

2.4.2 Tender Submittal Location

Tenders must be submitted by email to:



purchasing@drumheller.ca

2.4.3 Tender Submittal Format

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

The title of the email should be as follows:

RFT SUBMISSION - [COMPANY NAME] - [PROJECT NAME]

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

RFT SUBMISSION - [COMPANY NAME] - [PROJECT NAME]

2.4.4 Amendment of Tenders

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

2.4.5 Withdrawal of Tenders

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

2.5 Bid Bond

A bid bond is not required for this project.

2.6 Contractor Certifications

Any consultant 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. A copy of the safety policy and a copy of the table of contents of the safety manual may be submitted in lieu of 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 Tenders in whole or in part. Proponents may be required to provide supplementary information after the closing date to support their Tender, when requested by the Town. The highest scoring or any Tender will not necessarily be awarded . The lowest cost or any Tender 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 Tender, and any anticipated profits and contributions to overhead) against the Town as a result of participating in this process, and by submitting a Tender 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 Tender, and any anticipated profits and contributions to overhead) arising out of the Town's use of its discretion under the Tender documents, and the Project Manager's advice to the Town.

3.2 Scoring Template

Tenders will be evaluated in two (2) parts. The Cost Submission of the Tender will be weighted the highest followed by the technical tender evaluation as the lowest.

Details as follows:

Item	Weighting			
Cost Submission	70			
Technical Evaluation	30			

3.2.1 Technical Tender Evaluation

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

Technical Evaluation Criteria	
Schedule	30
Technical Evaluation Total	30

3.2.2 Cost Tender Evaluation

The cost Tenders will be evaluated as follows:

Cost Tender Evaluation		
Cost Tender Calculated Score	Calculation to be adjusted to include only the Companies which pass the technical evaluation. Score = (Lowest Cost Submission/RFT Cost of Services) x 70	70

3.3 Review by Committee

All Tenders 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 Tender which in its opinion meets the Town's requirements under this RFT and provides a satisfactory overall value to the Town.

By responding to this RFT, 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 Tender 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 Tender 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 RFT and the contents of its Tender, 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. Tender 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 RFT 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 enter into a Standard Construction Agreement with the Town of Strathmore. A sample agreement is included in Appendix C for reference. Any objections to this agreement should be clearly stated at the time of submission.

5.2 Liquidated Damages

Liquidates damages are not required for this project.

5.3 Insurances and Bonding

The successful proponent(s) shall obtain, and maintain in force, with insurers licensed in the Province of Alberta, at the proponent's expense, during the existence of this contract, a Comprehensive General Liability Insurance for bodily injury and/or property damage of not less than Five Million Dollars (\$5,000,000.00) per occurrence. In addition, the successful proponent must also obtain Automobile Liability Insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance shall name the Town as an additional insured. Policy to be confirmed by the Town of Strathmore insurer.



The successful proponent(s) shall provide to the Owner with a Performance Bond and a Labour and Materials Payment Bond, each in the amount of 50% of the contract amount. The bond must be issued by a Surety Company licensed to conduct business in the Province of Alberta. The costs of such bonds shall be included in the submitted quotation.

The successful proponent(s) must also carry adequate WCB coverage for the company and its employees.

5.4 Warranty

Warranty shall match the specifications as described in Appendix B.

5.5 Negotiations and 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 RFT 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 RFT process.

The successful Proponent must obtain a valid Town of Drumheller business licence upon 3 days of project award. If the Proponent does not obtain a valid Town of Drumheller business license, the Town at its sole discretion may terminate the contract.

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

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 Tender are to be firm for the duration of the RFT 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 FORM

Company Name:

The following form must be filled out in its entirety and signed by a representative authorized by the company to do so. Scopes of work which are not being bid should be indicated so by writing "scope not included" within the price column of the bid form.

Values indicated below consist of all necessary labour, equipment, materials, and associated costs to complete the work in their entirety. Work includes, but is not limited to, submittal of shop drawings, quality control, maintenance manual, cutting and patching, demolition of existing installation, wiring, grounding and bonding,

Adden	dum #s Rece	ived:	_				
	t Costs:					11 :: 5 :	Ŧ
1.0	Task/Desci Installation associated	of 3 Electrical Heaters an	d all	Qty 1	Unit LS	Unit Price	Total
1.1	Engineers f allowance)	ee for as-built drawings (d	cash	1	LS	\$500.00	\$500.00
						1.0 Subtotal	
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Addres	SS:						
Signatu	ıre:						
Title:							
Printed	Name:						
Date:							

Appendix B: Relative Documents

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

Heater Replacement – Lower Floor Plan

Drawings List, Schedules, and Symbols Legend

Appendix C: Sample Contract

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