

REQUEST FOR PROPOSALS

Pete Knight Memorial Arena Ice Plant Replacement

For the Town of Crossfield, Alberta

Request for Proposal No.: 2023-01ARENA

Issued: January 9, 2023

Submission Deadline: January 31, 2023 at 4:00 p.m. local time

RFP Contact: Russ Nash, Director of Community and Protective Services

403-946-5565

russn@crossfieldalberta.com

Posted to: Alberta Purchasing Connection (APC): http://www.purchasingconnection.ca/

Town of Crossfield Website:

https://www.crossfieldalberta.com/p/request-for-proposals-and-tenders

1.0 INTRODUCTION AND PURPOSE

The Town of Crossfield has prepared this Request for Proposal (RFP) to seek proposals for the replacement of the ammonia ice plant in the Pete Knight Arena in accordance with the terms and conditions of this document.

The current ice plant consists of the following:

- Two (2) Vilter reciprocating compressors, each driven by 40 HP electric motors.
- A 60-ton tube and shell chiller.
- A rooftop air-cooled condenser
- A non-computerized Master Control Panel
- A 20 HP motor for the cold floor
- A 3.5 HP motor for the heat floor

This project will include the removal and appropriate disposal of the existing ice plant (according to accepted practices and environmental requirements) along with install and commissioning of the new ice plant.

The Town's desired goal is to have the new ice plant up and running for ice install, scheduled for September 11, 2023.

2.0 RFP PROCESS

2.1 **Project Schedule**

RFP Release Date January 9, 2023

On-Site Meeting Date January 16, 2023 at 10:00 a.m. local time (mandatory)

RFP Close Date January 31, 2023 at 4:00 p.m. local time

Project Award Date on or before February 8, 2023 Project Start Date on or before May 1, 2023

Project Completion Date September 1, 2023

Proposals will be privately opened on February 1, 2023 at the Town Administrative Office, located at 1005 Ross St, Crossfield, AB. There will be no public opening of proposals.

2.2 **Proponent Inquiries**

All inquiries related to this RFP are to be directed in writing to the RFP contact person at the email address on the front cover of this RFP and must be received by 4:00 p.m. on Monday January 23, 2023. A copy of all questions received and answers provided by the Town will be posted to APC by 4:00 p.m. on Wednesday January 25, 2023.

2.3 Mandatory On-Site Proponents' Meeting

An on-site Proponents' meeting has been scheduled to provide a tour of the facility, an opportunity for clarification regarding the RFP's requirements, and to address any other issues with this RFP.

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

Date: January 16, 2023

Time: 10:00 a.m.

Location: Pete Knight Arena – lobby

920 Mountain Ave, Crossfield, AB

2.4 Amendments to the RFP

The Town of Crossfield reserves the right to issue addenda or amendments to change the schedule of events to this RFP, which will be posted to APC. 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 issuance of a contract or agreement.

2.6 **Proposal Submission**

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 signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the proposal to this RFP.

Two (2) hard copies **and** one (1) electronic copy on a flash drive of the Proponent's proposal must be received in a sealed package by the date and time indicated in section 2.1 above, clearly marked "2023 Pete Knight Arena Ice Plant Replacement" to the following:

Town of Crossfield
Attention: Russ Nash, Director of Community and Protective Services
1005 Ross Street
PO Box 500
Crossfield, Alberta
TOM 0S0

Proposals may be hand delivered to the Town Administrative Office or mailed to the post office box number indicated above. Faxed or emailed packages will not be accepted.

Any proposal received after the closing date and time will not be considered and will be returned to the Proponent.

2.7 **Proposal Acceptance**

The Town reserves the right, in its sole discretion, to cancel, revise or extend solicitation of 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 reject any or all proposals, or to accept the proposal deemed most favorable in the interest of the Town. The lowest price of any proposal may not necessarily be accepted.

The RFP process is intended to identify prospective Proponents for the purpose 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 will be retained by the Town and will not be returned to proponents.

2.8 Confidentiality of Information

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 this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission from the RFP contact.

All information provided by or obtained from the Town in any form in connection with this RFP either before or after issuance of the RFP is the sole property of the Town and must be treated as confidential. It is not to be used for any purpose other than replying to the RFP and the performance of any subsequent contract. It must not be disclosed without prior written authorization from the Town and shall be returned by the Proponent to the Town immediately upon request of the Town. Failure to follow all confidentiality rules will result in the Proponent being disqualified.

Proponents should identify any information within their 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 disclosed on a confidential basis to those participating in the evaluation process, including advisors or professionals retained by the Town for this project.

3.0 SELECTION PROCESS

3.1 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 submitted 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 evaluation team will make the final decision as to which proposal will be awarded.

3.2 Evaluation Criteria

Each proposal shall be evaluated separately against the criteria listed below and Proponents are expected to provide a written response to each item within their proposal. Further detail is listed in Section 7.0 of this RFP.

Criteria	Points
Relevant Experience	20
Staff Resources	10
Cost and Fees	20
Clarity and Presentation of Proposal	5
Safety	15
Install Timelines	15
Maintenance Costs and Accessibility	15
Total	100

4.0 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 or agreement in the event that:

- a) financial circumstances of the Town change;
- b) political, economic or technical conditions change; or
- c) any other event which is 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 or agreement within thirty (30) days following award of the project, the Town may invite the next-best ranked Proponent to enter into a contract or agreement.

5.0 INSURANCE, WCB AND OTHER CONDITIONS

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 the contract or agreement 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 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 (a current insurance certificate must be provided by the successful Proponent prior to entering into a contract or agreement):

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

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of work. The Proponent must further comply with all conditions and regulations of the Workers' Compensation Act of Alberta and must be in good standing during the term of any contract or agreement entered into from this process. A WCB clearance letter must be provided by the successful Proponent prior to entering into a contract or agreement.

The successful Proponent shall ensure that an adequate health and safety program is in place and will also ensure that Town of Crossfield health and safety protocols and procedures are adhered to where required.

The successful Proponent will be required to purchase a Town of Crossfield business license at a cost of \$55 (including GST).

A 10-15% holdback will be required by the Town, deducted by the successful Proponent on each invoice submitted to the Town, with the final amount to be determined upon signing of a contract or

agreement. It will be paid to the successful Proponent upon full completion of the project and when the Town is satisfied that all requirements have been met.

6.0 NO OBLIGATION TO PROCEED

Though the Town of Crossfield fully intends at this time to proceed through the RFP, the Town is under no obligation to proceed to contract or agreement, 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 or agreement with the Town for the purchase of goods or services.

7.0 SCOPE OF WORK AND PROPOSAL CONTENTS/EXPECTATIONS

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

- 7.1 Options for replacement of the ice plant and its components at the Pete Knight Arena, as identified in Section 1.0 above, with firm costs for removal, supply, installation and training of Town staff, including all maintenance and operating manuals and books. Proponents must clearly show that their proposal and the components provided will meet or exceed the current capacity of our existing system. Descriptions and specifications for each component must be provided.
 - Proposals must also include replacement of existing materials potentially lost during the process (e.g. ammonia and brine).
 - Proposals must also clearly identify portions of the project that are not included in the proposal or that are to be performed by someone else.
- 7.2 The coolant utilized for the new ice plant shall be ammonia.
- 7.3 The preference for proposed chiller is that of a "Plate and Frame" chiller. The Town may also entertain a "Tube and Shell" design; however, this must be provided as a separate line item within the proposal.
- 7.4 The preference for condenser is that of an Adiabatic Air-Cooled condenser. Other condenser options may be considered; however, they must be provided as a separate line item within the proposal along with a description of the option provided and its benefits.
- 7.5 The preference is for a non-computerized Master Control Panel.
- 7.6 Variable Frequency Drives (VFD) must be included in the proposal.

- 7.7 The successful Proponent may be required to make a final presentation to Town Administration.
- 7.8 Proponents must provide a written response to each of the items listed in the Evaluation Criteria noted in Section 3.2 above:

7.8.1 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 (3) ice plant installations your company has been engaged with in the past five (5) years. Please provide details such as Name of Facility, Location, Brief Description of the Project, Date of Completion, Original Construction Budget, Final Construction Budget and a Contact Reference.

7.8.2 Staff Resources

Ability to meet service and operation expectations of the project.

Proponents will identify all firms and staff assigned to the project. A demonstration of senior personnel capability, capacity and experience in providing the full scope of services on comparable projects.

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.

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

7.8.3 **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 that are not included in the proposal or outside the scope of work.

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 may not necessarily be accepted.

7.8.4 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.

7.8.5 **Safety**

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

Proponents must also clearly outline their safety program, procedures, policies, etc. that are in place.

7.8.6 Install Timelines

As noted in Section 1.0 above, the Town would like this project complete in time for ice install, scheduled for September 11, 2023. Please indicate a complete schedule of all timelines for the project.

7.8.7 Maintenance Costs and Accessibility

To properly plan for the future, we are asking for a complete list of equipment life expectancy and replacement occurrences for all major equipment within the new ice plant. Also, please provide estimated yearly/regular maintenance along with estimated operational costs for the ice plant – e.g. compressor rebuilds, etc.

Proponents must also clearly identify warranties available on all materials, components, workmanship and labour.

Should an issue occur with the ice plant after it has been installed, please provide where a qualified service technician would be travelling from and an estimate on response time to conduct the repairs.

7.9 Proponents will be responsible for conducting their own due diligence on data and information upon which their proposal is based, and that all information necessary to perform all obligations under their proposal has been gathered and considered.

- 7.10 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 a proposal.
- 7.11 The scope of work for this project may have to be adjusted to ensure 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.