



**CROWSNEST PASS**  
*Naturally Rewarding*

**REQUEST FOR PROPOSALS  
FOR  
19-005 CROWSNEST SPORTS  
COMPLEX ICE PLANT REPLACEMENT**

**RFP Issue Date:** Thursday, February 21<sup>st</sup>, 2019  
**RFP Closing Date:** Thursday, March 28<sup>th</sup>, 2019 at 2:00:00 p.m.  
**RFP Contact:** Alexa Levair, Manager of Development & Trades  
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## 1 General

### 1.1 Introduction

The Municipality of Crowsnest Pass (“Municipality”) is seeking Proposals from qualified contractors to replace the existing ice plant located at the facility listed below:

**Crowsnest Sports Complex**  
**8702 22<sup>nd</sup> Avenue**  
**Coleman, AB T0K 0M0**

This RFP document describes the Services sought by the Municipality and sets out the Municipality’s RFP process, basic Proposal requirements and evaluation criteria the Municipality intends to use to select a preferred Proposal.

### 1.2 Background

The Crowsnest Sports Complex (also known as the Coleman Complex) has an NHL-sized ice sheet (200’x85’) and 6 curling sheets which all share an ice plant, located inside the existing building. The existing arena and curling rink were constructed in 1980. The compressors are from a previously existing ice plant which was constructed in approximately 1975. Due to the age of the existing ice plant, the Municipality is looking for a full replacement system to be housed outside the existing building.

### 1.3 Scope of Services

Details and specifications regarding the scope of Services are set out in *Schedule A – Scope of Services*. Proponents are encouraged to use innovation when developing Proposals and to make proposed revisions or alternatives beneficial to the Municipality’s interests.

### 1.4 Proposal Content

Details on the expectation of Proposal content are set out in *Schedule B – Proposal Content*. The Proponent may choose to submit additional information for the Evaluation Team’s consideration.

### 1.5 No Contractual Obligations Resulting from RFP or Proposal

**This is a Request for Proposals only and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the Municipality and no contractual obligations whatsoever (including “Contract A”) shall arise from the submissions of a Proposal in response to this RFP.**

## 2 RFP Process

### 2.1 Definitions

“**Contract**” means the formal written and binding agreement negotiated pursuant to this Request for Proposals between the Municipality and the successful Proponent(s) in the form agreed to by the Municipality and the selected Proponent.

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

“**Municipality**” means the Municipality of Crowsnest Pass.

“**Must**”, “**Mandatory**”, “**Required**”, “**Shall**” means a requirement that must be met in a substantially unaltered form in order from the Proposal to receive consideration.

“**Optional**” means a requirement not considered essential, but for which preference maybe given.

“**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 Proposals 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.

## 2.2 RFP Schedule of Events

RFP Issued:	<b>February 21<sup>st</sup>, 2019</b>
Proponents' Meeting:	<b>March 5<sup>th</sup>, 2019 at 2:00pm</b>
RFP Closing Date:	<b>March 28<sup>th</sup>, 2019 at 2:00:00 pm</b>
RFP Evaluation:	<b>March 29<sup>th</sup> – April 12<sup>th</sup>, 2019</b>
Selection of Preferred Proponent/Start of Contract Negotiation:	<b>Approximately April 12<sup>th</sup>, 2019</b>
Contract Commencement:	<b>April 22<sup>nd</sup>, 2019</b>
Plant Commissioning Deadline:	<b>August 15<sup>th</sup>, 2019</b>
Project Completion Deadline:	<b>September 5<sup>th</sup>, 2019</b>

## 2.3 On Site Proponents' Meeting

2.3.1 A Proponents' Meeting has been scheduled to provide an opportunity for clarification regarding the RFP's requirements, and to address any other issues with this RFP:

Date: **Tuesday, March 5<sup>th</sup>, 2019**

Time: **2:00 p.m.**

Location: **Crowsnest Sports Complex – 8702 22<sup>nd</sup> Avenue, Coleman**

To facilitate comprehensive responses at the Proponents' Meeting it is recommended that written questions be submitted to the RFP Contact in advance of the Proponents' Meeting.

- 2.3.2 Proponents intending on attending the Proponents' Meeting are asked to notify the RFP Contact no later than **Friday, March 1<sup>st</sup>, 2019**.
- 2.3.3 Attendance at the Proponents' Meeting is optional, but highly recommended.

## **2.4 Proponent Questions**

- 2.4.1 All questions regarding this RFP must be directed to the RFP Contact in writing by 4:30pm **Friday, March 22<sup>nd</sup>, 2019**. Enquiries and responses will be recorded and may, at the Municipality's discretion, be distributed to all Proponents. Answers to questions will be provided by **Tuesday, March 26<sup>th</sup>, 2019**.
- 2.4.2 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.
- 2.4.3 Verbal responses to enquiries are not binding on any party.

## **2.5 Amendments to the RFP**

- 2.5.1 The Municipality reserves the right to issue addenda or amendments or change the schedule of events in this RFP.
- 2.5.2 Amendments to the RFP, if any, will be issued in writing and will form part of this RFP.

## **2.6 Proponent Expenses**

- 2.6.1 Proponents shall bear their own costs associated with or incurred in the preparation and presentation of its Proposal, including, but not limited to, costs incurred for meetings, interviews or demonstrations related to this RFP prior to the finalization of the negotiation of a Contract.

## **2.7 Multiple Proposals**

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

## **2.8 Submission of Proposals**

- 2.8.1 The Municipality will receive sealed Proposals until the RFP Closing.
- 2.8.2 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.
- 2.8.3 Emphasis should be concentrated on the conformance to the RFP instructions, responsiveness to the RFP requirements, and 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.
- 2.8.4 Proposals must be submitted in the format described in *Schedule B – Proposal Content*.
- 2.8.5 Proposals must be sealed and clearly marked with:
- RFP Name
  - RFP Closing
  - Addressed to the attention of the RFP Contact

- 2.8.6 All submission packages should include:
- Two (2) hard copies of the Proposal
  - One (1) CD, DVD, or USB with the entire Proposal contents in digital form

- 2.8.7 Proposals will only be received at the following location:

Municipality of Crowsnest Pass  
PO Box 600  
8502 19<sup>th</sup> Avenue  
Coleman, Alberta T0K 0E0

## **2.9 Acceptance or Rejection of Proposals**

- 2.9.1 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.
- 2.9.2 The Municipality reserves the right, in its sole discretion to cancel this RFP without award or compensation to any Proponent, their officers, directors, employees or agents in the event that:
- i. financial circumstances of the Municipality change;
  - ii. political, economic or technical conditions change;
  - iii. any other event which was unforeseen occurs and in the opinion of the Evaluation Team is beyond the control of the Municipality; or
  - iv. less than two (2) qualified Proponents submit Proposals.

### **2.9.3 There is no public opening of Proposals.**

- 2.9.4 The Municipality reserves the right, in its sole discretion, to accept or reject any Proposals; to waive minor informalities of Proposals; or to cancel, revise or extend solicitation.
- 2.9.5 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 Municipality by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or Services.
- 2.9.6 Proposals shall be irrevocable and open for acceptance by the Municipality for ninety (90) days following the end of day of the RFP Closing Date in order to allow the Municipality the time to review the Proposals received and to conduct the negotiations with the selected Proponent(s) as indicated herein.
- 2.9.7 Proposals will be retained by the Municipality and will not be returned to Proponents.

## **3 Confidentiality**

- 3.1.1 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.
- 3.1.2 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.

- 3.1.3 All information provided by or obtained from the Municipality in any form in connection with the RFP either before or after the issuance of the RFP is the sole property of the Municipality 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 Municipality; and shall be returned by the Proponents to the Municipality immediately upon the request of the Municipality.

## 4 Freedom of Information

- 4.1.1 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 Municipality. The confidentiality of such information will be maintained by the Municipality, 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 Municipality'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

- 5.1.1 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 Municipality 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 If no written disclosure is provided, the Proponent will be deemed to declare that:
- i. there was no Conflict of Interest in preparing its Proposal; and
  - ii. there is no foreseeable Conflict of Interest in performing the Contractual obligations contemplated in the RFP.



## 6 Governing Law

### 6.1.1 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 preexisting 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

### 7.1.1 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 Municipality, 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 Municipality, their elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Municipality 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 Municipality 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 Municipality's acceptance or non-acceptance of its Proposal; and
- viii. to waive any right to contest in any proceeding, case, action or application, the right of the Municipality to negotiate with any Proponent for the Contract whomever the Municipality deems, in their sole and unfettered discretion, to have submitted the Proposal most beneficial to the Municipality.



## 8 Selection Process

### 8.1 Evaluation Process

- 8.1.1 Proponents should carefully note the Proposal Content outlined in *Schedule B*. Proposals that do not meet the requirements at the submission deadline will be disqualified.
- 8.1.2 All Proposals will be subject to a standard review process by the Municipality.
- 8.1.3 During the evaluation process, Proponents may be required to provide additional information to clarify statements made in their Proposals.
- 8.1.4 The Municipality reserves the right to invite the highest ranked Proponent(s) for an interview by and/or presentation made to the Evaluation Team. Should the Municipality choose this option, all Proponents invited for the interview and/or presentation shall be re-evaluated for the final ranking.
- 8.1.5 Key Proponent management and technical personnel will be expected to participate in the presentation and these presentations will be made at no cost to the Municipality.
- 8.1.6 The Evaluation Team will make the final decision(s) as which Proposal(s) will be selected to enter into contractual negotiations. Final approval will be made by the Municipality's Chief Administrative Officer.
- 8.1.7 After the RFP Closing Time, the Municipality will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 8.1.8 In evaluating the Proposals received, the Municipality will consider all of the Evaluation Criteria listed herein and the Municipality will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed. By submitting a Proposal, the Proponent acknowledges and agrees that the Municipality has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 8.1.9 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Municipality to award points in respect of the criteria noted herein).

### 8.2 Evaluation Criteria

The Proposal submission should be clear, concise and complete. All submissions must include acknowledgement of addenda as well as a proposed start date. The following criteria will be used to evaluate proposals received:

Proposal Cost	30%
Proposal Contents (system, innovation, subcontractors etc.)	30%
Work Plan/Schedule	15%
Qualification, Experience and References	25%

## 9 Notification to Proponents

- 9.1.1 All Proponents will be notified in writing as soon as possible after selection of a Proposal.
- 9.1.2 Selection of a successful Proponent does not obligate the Municipality to negotiate or execute a Contract in the event that:
  - i. financial circumstances of the Municipality change;
  - ii. political, economic or technical conditions change; or
  - iii. any other event which was unforeseen occurs and in the opinion of the Municipality is beyond its control.
- 9.1.3 The successful Proponent should note that if the parties cannot successfully negotiate a Contract within sixty (60) days after the Closing Date, the Municipality may invite the next-best-ranked Proponent to enter into a negotiation for the Contract.

## 10 Workers' Compensation

- 10.1.1 Proponents shall submit with their Proposal, a letter of Account from the Workers' Compensation Board - Alberta. This letter must be current and not dated prior to 14 days of the closing date for this Proposal.
- 10.1.2 Proponents who do not have an account with the Workers' Compensation Board - Alberta shall provide with their Proposal evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 10.1.3 If directors, partners or owners of the Contractor will be actively providing services under the Contract, then the Contractor must provide WCB coverage for those directors, partners and owners. The Contractor will provide evidence of such coverage to the Municipality upon request.

## 11 Discretion of the Municipality

- 11.1.1 Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section prevail, govern and override all other parts of this RFP. The Municipality is not bound to accept any Proposal. At any time prior to execution of the Contract, the Municipality may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or Services or proceed with the Work or Services on different terms. All of this may be done with no compensation to the Proponents or any other party.
- 11.1.2 The Municipality reserves the right, in its sole and unfettered discretion, to:
  - i) utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
  - ii) negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work or Services;
  - iii) waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;

- iv) receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- v) determine whether any Proposal meets the submission requirements of this RFP;  
and
- vi) negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

## Schedule A – Scope of Services

This Scope only covers the major details of the system. It is the Proponent's responsibility to construct a full refrigeration system with compatible components. The construction of a new refrigeration system may not be housed within the existing building. All construction must meet or exceed current building codes in force within the Municipality of Crowsnest Pass and the Province of Alberta. The Proponent should have an experienced team of technical/engineering staff to complete the assignment and should be able to demonstrate suitable knowledge and experience working with Local Governments.

The existing ice plant is currently functional but is ageing. The system is manually turned on during early September for ice generation and turned off at the end of April when the rink is no longer used as an ice rink. The system has a refrigerant charge of 750 lbs. of ammonia and the compressors run approximately 375 to 400 hours per month when in operation (depending on weather). The goal of this project is to install a new system which is energy efficient, safe to operate, and easy to maintain.

### Objectives

- Removal and disposal of existing ice plant and related components
- Installation of a system of equal or higher capacity to the existing system either reducing or eliminating the amount of ammonia used in the system
- Flushing and pressure testing of existing in-ice infrastructure
- Evaluation of electrical requirements of proposed system to ensure compatibility with existing electrical infrastructure
- Electrical connection from existing building to new proposed ice plant
- Lower the overall refrigerant charge
  - o Reduce risk, increase safety and improve efficiency
  - o Safer for staff and public
  - o Reduce potential for accident/death
  - o Energy efficiency improved
- Leak detection and warning systems as per Building and Fire Codes
- Ventilation to Code
- Provide recommendation of refurbishment or replacement of header system or other components in the system proposed to be re-used
- Ease of operation
  - o Easier for staff training and re-training (turn-over)
- Must provide training for operation and maintenance of the system
- Must include an Operation & Maintenance Manual for the entire system

### Energy Efficiency and Cost Analysis

Provide analysis on projected operating costs (including maintenance) and energy efficiency based on year-round operation of the facility.

## Schedule B – Proposal Content

**All submission packages should include:**

- ii. **Two (2) hard copies of the Proposal**
- iii. **One (1) CD, DVD, or USB with the entire Proposal contents in digital form**

At minimum, each Proposal is required to include the following:

- Covering Letter
  - A covering letter signed by an authorized representative of the Proponent outlining the Proposal and stating that the information contained in the Proposal accurately describes the Services to be provided.
- Proponent Profile
  - A description of the Proponent's organization, size, Services provided, areas of expertise and length of time in operation.
- References
  - Provide at least five (5) references for projects of similar scope including:
    - Company Name
    - Contact Person (including email and phone number)
    - Total Project Cost
    - Summary of Project Scope
- Services
  - Outline of proposed method of service delivery, based on *Schedule A*, and confirmation that Proponent is able to meet contractual requirements, including providing copies of:
    - Commercial General Liability Insurance
    - Automobile Liability Insurance
    - Professional Errors and Omissions Insurance
    - Workers' Compensation Board Letter of Account
- List of Subcontractors
  - Specify any subcontractors to be used to complete any portion of the Services.
- Scheduling
  - Provide detailed schedule for completion of the Services (start-up, information gathering, site visits, preliminary plans, commissioning etc. as applicable).
- Fees & Disbursements
  - Set out all fees and disbursements to be charged to the Municipality for the provision of the Services and shall break out such amounts for each service component, as applicable. All amounts shall be in Canadian dollars.
- Acknowledgement of Addenda (if any)



## Schedule C – DRAFT Contract Agreement