



**REQUEST FOR PROPOSALS
DECEMBER 21, 2018**

**ENGINEERING SERVICES AND DETAILED DESIGN FOR THE NEW HOT WATER
SYSTEM**

**CITY OF MOOSE JAW
SASKATCHEWAN**

**CLOSING DATE:
Thursday, January 31th, 2019 at 2:00 p.m. (Central Standard Time)**

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INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. The City of Moose Jaw ("Moose Jaw") is inviting proposals from qualified consulting firms to provide engineering services and detailed design for the new Hot Water System at the Pla-Mor Palace and Kinsmen Sportsplex Arena (the "Services").
2. The purpose of this Request for Proposals ("RFP") process is to select a qualified consultant to enter into a Services Agreement with Moose Jaw for the performance of the Services. Further details about the Services required by Moose Jaw are set out in Schedule "A" – Services Requirements.
3. **This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal.**

RFP DOCUMENTS

4. The following documents are attached to and form part of this RFP:
 - Schedule "A" – Services Requirements
 - Schedule "B" – Proposal Content Requirements
 - Schedule "C" – Form of Services Agreement

INQUIRIES

5. Any inquiries concerning this RFP should be directed in writing to the following:
 - Anjana Alex, Design and Development Technician
City of Moose Jaw
Phone: 306.690.2848
E-mail: aalex@moosejaw.ca
 - City of Moose Jaw
228 Main Street N,
Moose Jaw, SK, S6H 3J8
6. All inquiries should be in writing and received by Moose Jaw on or before January 29, 2019.
7. Moose Jaw may circulate its response to any inquiries to all proponents, along with the original inquiry and may post such response and original inquiry on www.sasktenders.ca or may choose not to reply to any inquiry.
8. Proponents should refrain from contacting other employees, agents or members of Council of Moose Jaw in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in Moose Jaw's sole discretion, result in disqualification.

SUBMISSION OF PROPOSALS

9. Proposals should be in both paper and electronic format. Proponents should submit three (3) hard copies of their proposal (including one unbound copy for photocopying) plus an electronic copy on a memory stick or USB indicating the RFP title and Closing Date to the following address by **2:00 p.m. (Central Standard Time) Thursday, January 31, 2019.**

Anjana Alex, Design and Development Technician
City of Moose Jaw
Phone: 306.690.2848
E-mail: aalex@moosejaw.ca

City of Moose Jaw
228 Main Street N,
Moose Jaw, SK, S6H 3J8

10. Moose Jaw's office hours for the purpose of receiving proposals are 8:15 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. (Central Standard Time), Monday to Friday, excluding statutory holidays.
11. If you require additional time to submit your proposal, you should contact Anjana Alex by e-mail to aalex@moosejaw.ca. Moose Jaw may, in its sole discretion, allow additional time for proponents to submit a proposal.
12. Proposals and accompanying documentation provided to Moose Jaw in response to this RFP will not be returned.

CONTENT OF PROPOSALS

13. Proposals should address the items set out in Schedule "B" - Proposal Content Requirements.
14. Proponents may provide additional information beyond that requested in the RFP for Moose Jaw's consideration. Any such additional information may be considered by Moose Jaw in its sole discretion.
15. Proponents may be asked to submit additional information pertaining to their past experience, qualifications and such other information that Moose Jaw might reasonably require.

COST OF PROPOSALS

16. Moose Jaw is not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with Moose Jaw, making any presentations to Moose Jaw in connection with their proposals, or otherwise incurred in connection with this RFP process.
17. This RFP does not create any legal obligations between Moose Jaw and any proponent.

EVALUATION PROCESS

18. Proposals will be opened on February 1, 2019 10:00 a.m. (Central Standard Time). Information (including pricing) will be provided at the opening only and at no other time. The opening will be held at:

City Hall, 4th floor Parks and Recreation Department
228 Main Street N, Moose Jaw

19. The owner will complete its evaluation privately.
20. In assessing proposals, Moose Jaw will take into consideration the following evaluation criteria:

- a) qualifications and experience of the proponent and its lead personnel in the service areas being offered;
 - b) qualifications and experience of any subconsultants and their lead personnel;
 - c) the capacity of the proponent to provide and successfully complete the services required by Moose Jaw as well as any optional services offered by the Proponent, in a timely, safe, efficient and quality manner;
 - d) proponent's overall fee proposal, including any reimbursable expenses;
 - e) terms of the Services Agreement that the proponent is prepared to accept;
 - f) the completeness of a proponent's proposal; and
 - g) such other criteria as Moose Jaw considers relevant.
21. Moose Jaw has not predetermined the relative importance of the above evaluation criteria. Moose Jaw expects to select the proponent that provides the best overall value, as determined by Moose Jaw in its sole discretion, having regard to the evaluation criteria referred to above.
22. Proposals will be evaluated on the basis of the information provided in response to these Instructions to Proponents. In addition, in assessing the proponent's qualifications, experience and capacity, Moose Jaw may also consider the following:
- a) clarifications and/or additional information that may be supplied pursuant to requests from Moose Jaw;
 - b) interviews and/or reference checks that may be conducted at Moose Jaw's discretion;
 - c) previous experience of Moose Jaw in working with the proponent; and
 - d) information received from any source that Moose Jaw considers reliable.
23. Moose Jaw may, in its sole discretion, request clarification from a proponent during the evaluation process.
24. Proponents are advised that the evaluation process is subjective in nature and Moose Jaw's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a proposal is compliant with this RFP.
25. Moose Jaw may short-list proponents and conduct interviews with short-listed proponents at its sole discretion. Furthermore, Moose Jaw may negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the Services Agreement terms.
26. An invitation to interview or to negotiate does not obligate Moose Jaw to conclude the Services Agreement with that proponent. Moose Jaw may interview or may negotiate any aspect of any proposal with one or more proponents at any time.
27. Moose Jaw will notify all unsuccessful proponents after entering into a definitive agreement with the successful proponent. Unsuccessful proponents may request a debriefing interview to obtain feedback on their proposal, within three (3) weeks after receiving a notification letter.

ANTICIPATED SCHEDULE OF EVENTS

28. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by Moose Jaw in its sole discretion:

- | | |
|---|--|
| a) RFP Released | December 20, 2018 |
| b) Inquiries respecting RFP | Before January 29, 2019 |
| c) Closing Date | January 31, 2019 |
| d) Tentative Evaluation | approx. 2 weeks
following the Closing
Date |
| e) Tentative Services Agreement Execution | February 11, 2019 |

FORM OF AGREEMENT

29. Any successful proponent(s) will be expected to enter into a Services Agreement for professional or consulting services based on the form of agreement attached at Schedule "C" (the "Services Agreement"), with such modifications as agreed to by Moose Jaw and a chosen proponent.

EFFECT OF RFP

30. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as Moose Jaw signs a definitive Services Agreement with a proponent, Moose Jaw does not intend to create a contractual relationship including a bid contract (either express or implied) with any proponent submitting a response to this RFP.
31. Submission of a proposal does not obligate Moose Jaw to accept any proposal or to proceed further with any of the Services. Consideration of any proposal shall be in Moose Jaw's sole discretion.
32. Proposals may be withdrawn or amended by proponents at any time by written notice to Moose Jaw prior to Moose Jaw and a proponent signing a formal contract.
33. Proponents are advised that Moose Jaw is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that Moose Jaw may, in its sole discretion, at any time and for any reason:
- reject any and all proposals (including, for greater certainty, the lowest cost proposal);
 - modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
 - extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
 - accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
 - discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;

- f) allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
- g) verify or seek clarification of any and all information provided pursuant to this RFP and provide proponents with an opportunity to correct any defects, informalities or irregularities in their proposal;
- h) negotiate any and all aspects of any proposal and the provisions of the Services Agreement (including, without limitation, those provisions relating to fees and/or any scope of services) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
- i) cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - i. issuing a new request for proposals or other procurement document based on the same or changed scope of services or other requirements;
 - ii. entering into sole source negotiations with any one or more of the proponents or any other person; or
 - iii. cancelling the procurement in its entirety.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

- 34. Proponents are expected to keep confidential all documents, data, information and other materials of Moose Jaw which are provided to or obtained or accessed by a proponent in relation to this RFP, other than documents which Moose Jaw places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into a Services Agreement pursuant to this RFP, without the prior written approval of Moose Jaw.
- 35. Proponents are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that Moose Jaw may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
- 36. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

AGREEMENT ON INTERNAL TRADE

- 37. This procurement is subject to Annex 502.4 of the Agreement on Internal Trade.

Schedule "A" – Services Requirements

Background and Description of the Project

The Pla-Mor Palace and Kinsmen Sportsplex are in need of a Hot Water Heating System Upgrade. The existing systems are inefficient, require high maintenance attention and are near the end of their life spans.

Requirements for New Hot Water System Upgrades

1. A high energy efficiency Hot Water Heating System
2. **Compatible with the existing building automation system, (METASYS).**
3. Compatible with the existing building infrastructure.
4. Meets or exceeds the building load demands.

Therefore, the City of Moose Jaw (the “City”) is requesting proposals from Consulting Engineering firms, which are licensed in Saskatchewan, to prepare engineering services and detailed designs for the new Hot water system at the Pla-Mor Palace and Kinsmen Sportsplex Arena.

Scope of the Services

1. Complete on-site assessment of the current Hot water system at the Pla-mor Palace and Kinsmen Sportsplex Arena.
2. Supply engineered approved drawings and schematics, that indicate equipment specifications and construction instructions for the new Hot Water System for both locations.

Schedule

The City’s preference is for this proposal to be completed and commissioned before April 15, 2019

General Service Requirements

The general service requirements of the proposal project shall include the following:

- A walk through of the building and infrastructure. Site visit to the Pla-mor Palace and Kinsmen Sportsplex Arena.
- Working with City staff to identify the most affordable and efficient system that meets the demands of the facilities.
- Coordinate with the City to review past documents.

- Coordinate with the City for access to the facilities.
- Coordinate with the City to verify installation as well as the generation of a deficiencies list, based on the drawings and specifications, at the eventual conclusion of the project.
- Coordinate with the city for design opportunities and estimated cost.

Schedule "B" - Proposal Content Requirements

Proponents should, at a minimum, address the following in their Proposals.

Firm Detail

1. A brief description of your firm including any qualifications you consider relevant.

Relevant Experience

2. A description of your firm's experience in performing similar work, including two (2) references of work performed for municipalities or other government bodies or agencies in the previous five (5) years, and appropriate contact information for references.

Lead Personnel

3. Identify the lead personnel responsible to lead the delivery of the services the proponent is prepared to offer and their expected involvement. Moose Jaw expects that each of the identified lead personnel will be licensed and in good standing to perform the services in Saskatchewan.
4. Describe the relevant experience of the lead personnel and include their resumes and professional designations.

Capacity

5. Moose Jaw expects that you will have sufficient resources available to meet the service requirements of Moose Jaw in a timely and efficient manner. Provide a brief description of your firm's staffing resources that will be utilized to meet the service requirements of Moose Jaw.

Subconsultants

6. Provide the same information as provided for item 1-5, above, for any subconsultant that you propose to engage to provide the services.

Liability Insurance

7. Moose Jaw expects that you carry professional liability insurance in an amount of not less than \$5,000,000.00 per occurrence. Provide certificates of insurance outlining the amounts of professional liability insurance that you carry.

Fee Proposal

8. Proponents should provide a fee proposal which addresses the following:

Fixed Fee

Please provide the fixed fee you are prepared to offer for completing the Services.

Reimbursable Expenses

Please describe any other reimbursable expense categories and any proposed mark-up. The City prefers that no mark-up is proposed for reimbursable expenses.

9. All prices/rates should be quoted in Canadian Dollars, exclusive of any applicable GST.

Schedule

10. Proposals should include a confirmation of whether your company is capable of meeting Moose Jaw's schedule for completion of the Services, as set out in this RFP.

Exceptions to Services Agreement Terms

11. A detailed description of any exceptions or additions to the Services Agreement should be clearly set out in a proponent's proposal. Moose Jaw will assume, in the absence of any such exceptions or additions, that the proponent accepts the form of Services Agreement.

Conflict of Interest Disclosure

12. Disclose any actual or potential conflicts of interest that may exist between your firm and its management, and Moose Jaw, its members of Council and management, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal. Moose Jaw employees are ineligible to participate, directly or indirectly, with any proponent.

Confidentiality

13. Proponents are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that Moose Jaw may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
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Schedule "C" – Form of Services Agreement

See attachment