

# Request for Proposal

## New County Facility- COMMUNITY SUPPORT OPERATIONS BUILDING

### Submission Closing

Date: November 30, 2016

Time: 9:30 a.m.

Location: Sturgeon County Center  
Reception Counter  
9613- 100 Street  
Morinville, Alberta T8R 1L9

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

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**SUBMISSION INSTRUCTIONS**

Proposals will be received:

**Request for Proposal-  
Community Support Operations Building  
Sturgeon County Centre  
9613 100 Street  
Morinville, Alberta  
T8L 1R9**

Proposals closing will be **November 30, 2016 at 9:30 a.m. (Local Time)**.

Proposals must be received prior to the closing date and time as noted above.

Proposals received after the submission closing will be returned unopened and will not be considered. The official time of receipt will be determined by the County Reception wall clock. Proposals will be time stamped and initialed upon receipt by the County.

Three hard copies and one unencrypted PDF version on a flash drive with a single transmission letter required for submission.

Sturgeon County reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its sole discretion.

**SUBMISSION INQUIRES**

Ken Hodge CTech  
Manager, Special Projects- Facilities  
Email: [khodge@sturgeoncounty.ca](mailto:khodge@sturgeoncounty.ca)

## Request for Proposal (RFP)

### 1. Instructions to Proponents

#### 1.1 Applicable Trade Treaties

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade, Investment and Labour Mobility Agreement and the NEW West Partnership Trade Agreement are subject to those trade treaties, but rights and obligations of the parties shall be governed by specific terms of each particular proposal call.

### 2. Procurement Process Non-Binding

- 2.1 The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law to direct commercial negotiations. For greater certainty and without limitation: (1) the RFP shall not give rise to any Contract A- based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (2) neither the proponent nor Sturgeon County shall have the right to make any claims (in contract, or tort or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.
- 2.2 The RFP process is intended to identify prospective vendors 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 Sturgeon County by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.
- 2.3 While the pricing information provided in responses will be non-binding prior to the execution of written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact such evaluation, ranking or contract award.

### 3. RFP Communications and Confidential Information

- 3.1 Proponents are advised that any inquiries about this RFP must be in email form and directed only to:  
Ken Hodge, CTech  
Manager, Special Projects- Facilities  
Email: [khodge@sturgeoncounty.ca](mailto:khodge@sturgeoncounty.ca)
- 3.2 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 County Contact.
- 3.3 All information provided by or obtained from the County in any form about the RFP either before or after the issuance of the RFP is the sole property of the County and must be treated as confidential; is not to be used for any purpose other than replying to the RFP and the performance of and subsequent Contract; and shall be returned by the proponents to the County immediately upon request of the County.
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- 3.4 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 County. The confidentiality of such information will be maintained by the County, 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 the County advisors retained for evaluating or 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 above noted Contact. Any proposal submitted is subject to the *Freedom of Information and Protection of Privacy Act*.
- 3.5 Proposals will be retained by the County and will not be returned to proponents.
- 3.6 The County may prohibit a supplier from participating in a procurement based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) submissions containing misrepresentation or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstances, as solely determined by the County that constitutes a Conflict of Interest as defined in Section 3 below.

#### **4. Addenda**

The RFP may be amended only by an addendum in accordance with this section. If the County, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each Addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the County.

#### **5. Evaluation and Selection**

- 5.1 Proponents should carefully note the requirements listed in Section 2. Proposals that do not meet the requirements at the submission deadline may be disqualified at the sole discretion of the County. The County may elect at its sole discretion to accept or reject any proposal or part thereof and to waive any defect, irregularity, mistake or non-compliance in any proposal and to accept or reject any proposal, in whole or in part, which it deems to be most advantageous to its interests.
- 5.2 The successful proponent will be determined by evaluation as set out in Section 2 of the RFP and advised in writing by the County. Any contract awarded pursuant to this RFP is subject to final budget approval. Any award under this RFP will be in the form of written notice of award, duly authorized by the County. No other communication from the County or a representative of the County shall constitute an award. The County may cancel or amend this RFP without liability at any time.
- 5.3 When evaluating proposals, the County may request further information from the proponent or third parties in order to verify and clarify the information provided in the proponent's proposal. The County may revisit and re-evaluate the proponent's response based on any such information.
- 5.4 The County may, prior to and after contract award, negotiate changes to the scope of work, the specifications or any conditions with or one or more of the proponents without
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having any duty or obligation to advise any other proponent or to allow them to vary their proposal as a result of such changes and the County shall have no liability to any other proponent as a result of such negotiations or modifications.

## **6. Past Performance, References and Misrepresentation**

- 6.1 The County's evaluation may include information from the proponent's references and may also consider the proponent's past performance on previous contracts with the County or other institutions. The County may disqualify the proponent or rescind a contract subsequently entered if the proponent's response contains any misrepresentation or any other inaccurate, misleading or incomplete information.
- 6.2 The County may refuse to do business with parties who do not act in good faith towards the County, whether by failing to live up to the terms of their agreements or by entering frivolous or vexatious litigation with the County. Accordingly, the County will review proposals based on past performance and any history of litigation with the County or its peers and business partners.

## **7. Proponents Cost**

Proponents shall bear their own costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

## **8. Governing Law**

Procedural terms of the RFP Process (a) 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); (b) are non-exhaustive (and shall be construed as intending to limit the pre-existing rights of the parties to engage in pre-discussions in accordance with common law governing direct commercial negotiations); and (c) 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.

## **Section 2- Terms of Reference**

### **1. Introduction**

This Request for Proposals (RFP) is being issued by Sturgeon County to 4 firms, with the capability to undertake Design-Build, selected through an Expression of Interest (September 2016).

The firms invited to provide price proposals are:

- Bennett Architecture Inc.
- Jen-Col Construction Ltd.
- PCL Construction Management Inc.
- Stantec Architecture Ltd.

Through this RFP, the County intends to select a firm for a Design-Build of Phase 1 of the County Campus Project which generally included Architectural design services, regulatory approvals and permitting, and construction management services for a Community Support Operations Building and Public Works Yard.

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Phase 2 (future) will see the design and construction of a Fleet Shop and Phase 3 (future) will see the design and construction of an Administration Building including Council Chambers. Although Phase 2 and 3 are not in scope of this RFP and subsequent contract, these future developments must be contemplated along with the design of the Operations Building.

Sturgeon County is under no obligation to move forward on this initiative until funding has been secured and is approved by Council.

## 2. The Project

Sturgeon County has selected and serviced a 50-acre site located at the intersection of Highway 642 and Range Road 251, SE 2-56-25- W4. With the intention of constructing the County Campus complex in 3 phases. The attached concept plans are for reference purposes. The final site and building configurations will be determined through the design process and approved by County Council.

A preliminary geotechnical and site survey are attached.

The project's main elements are:

- 42,600 sq.ft. Operations building including office space, work space and vehicle storage
- Sand/Salt Shed of 24,000 sq.ft.
- 10,000 sq. ft. Wash bay
- 2,000 sq. ft. Chemical Storage building
- Fuel Storage and distribution system
- 2-Emulsion storage tank approx. 100,000 litres and distribution system
- Calcium chloride storage tank approx. 70,000 litres and distribution system
- 75,000 sq.ft. of heavy paving
- 50,000 sq.ft. of light paving
- 830,000 sq.ft. of 16 inch deep gravel
- Soft landscaping
- Site lighting
- 1680 metres of Perimeter fencing

The above estimated sizes have been generated as “bulk” areas to fulfill current and future growth needs. It is expected that through the design phase, economies that result in improved function with less size may be accommodated.

The attached site and building layouts are for planning purposes and are only conceptual. The proponent is expected to consider and improve these designs. Also, consideration must be given to future construction of a 28,000 sq.ft. fleet shop and 65,000 sq.ft. administration building. Consideration should be given to requirements for building separation due to specific items contained in any given shop area, or for construction economy that may provide for more cost-effective facility, including, but not limited to field offices that are adjacent to the shop building and not necessarily above a portion of it, separate building for wash bays, salt and sand shed, and a chemical storage shed.

All required services to the site have been started and will likely be completed prior to the start of construction of any facility. On-site service requirements for connection to existing and in progress utilities are to be considered from the property line with service location to

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be determined during site design. The successful proponent will consider existing storm water design and site preparation that have already been completed.

The County has identified this as a priority for 2017 and intends to proceed with construction, but will require final approval from Council prior to proceeding with both design and construction phases.

The County reserves the right to cancel, postpone or request new proposals for the project after the design phase with only Phase 1 design and tendering costs payable.

All information gathered during this project, and all documents and data will become the property of the County. All information, documents and data are to be provided to the County in editable original form as well as packaged final presentation format as a PDF and individual parts in a format consistent with the application utilized to create the document or data.

### **3. Project Scope**

Proponents will be fully responsible for the complete design and construction management of the facility including but not limited to:

- Design and construction management of the new facility in close consultation with the County;
  - Detailed geotechnical survey for additional information required over and above the information provide by the County
  - Confirm the initial needs assessments with the various County departments that will be housed in the new facility. Ensure attendance of design personnel experienced at outfitting these specific environments;
  - Cost benefits analysis for desired “green” type options (e.g. solar, geothermal, rain water capturing, etc.) It is the desire of the County to be LEEDs compliant and the design and construction must take this into account. The proponent will advise which level of compliancy can be achieved and at what costs;
  - Proponents shall plan and account for an initial concept design with full cost estimates. Include provisions to update concept and cost estimates after review by the County. County approval of concept is required prior to the start of detailed design of all facilities and site layout;
  - The preparation of any necessary architecture drawings for approval by the County;
  - All structural, electrical, controls, mechanical and HVAC design;
  - Site Civil design considering the existing Storm water management design and work already completed. Along with design and construction of access roads that is contemplated as part of the site layout design;
  - Provide construction survey and layout work as necessary;
  - Carry out and complete construction work and any repair and maintenance work required for a 2-year warranty period
  - Liaise with County project team that may be involved with the development of other associated projects to ensure that all lines of communication and any other details can be effectively addressed and coordinated; Provide as-constructed drawings and O&M manuals for work completed within 6 months of CCC; and
  - All other design and construction management functions not specifically addressed above.
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#### 4. Project Schedule

The County envisions a 22-month project timeline for this initial building phase with occupancy by September 2018.

November 9, 2016- Issue RFP

November 30, 2016- Closing date RFP

December 13, 2016- Recommendation to Council to approve award to  
Successful proponent

May 1, 2017- Recommendation to Council for approval of detailed design and  
site layout.

September 1, 2018- Building and site work completed.

This timeline may be accelerated and or delayed should it meet the needs of the County.

#### 5. Proposal Requirements

Information requested and provided in your previous Expression of Interest phase (team members resumes, firm overview, references etc.) is not required in this proposal call to avoid repetition.

##### 1. Methodology

- Each proposal should demonstrate the steps they will take to develop the plan and accomplish the items in this proposal call. The proponent should also identify future project components that, in their opinion, would be beneficial to the project.
- Each breakdown is to provide a brief description of the methodology that will be undertaken.

##### 2. Fee Schedule

- Proponent's proposed fee, including fee for completion of detailed design and estimated fee for construction subject to approval of final detailed design;
- Proponent is to provide any terms and conditions regarding payment/fee proposal. Any item that affects the level of service for the duration of work are to be noted;
- Pricing shall include all fees, purchases, commissions, out-sourced services, charges and duties pertaining to the delivery of goods and services quoted in this RFP;
- Fixed fee for design and working drawings, tendering and presentation of fixed price contract used will be CCDC14 Design Build stipulated price contract, with supplemental conditions to reflect the terms of this RFP.

##### 3. Work Schedule

- Based on the methodology provided, the proponent will prepare a schedule detailing the phases of the project with anticipated milestones and corresponding timelines, along with completion dates;
  - The desired completion (occupancy) is **September 1<sup>st</sup>, 2018**. Proponents should provide confirmation of this date or propose another date if required;
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- The schedule will show dates where review is required by County. A minimum of two weeks at these points for receiving comments from the County is required.

#### **4. Project Team**

- The proponent shall provide a breakdown of personnel and their roles on the project with rates applicable within the fee matrix;
- Any new sub-consultant or team members not previously listed shall be identified;
- Provide an organizational chart outlining the roles and responsibilities of the proposed team members;
- Include within the fee matrix identification of sub-consultants for Architectural, Structural, Civil, Mechanical, etc.;

#### **5. Project Management Plan**

- The proponent shall provide an example/overview of the Project Management Plan to be implemented, including QA/QC procedures, communication plan and risk management plan;

#### **6. Format**

- Organize the submission to clearly and succinctly present the required information;
- Identify the main headings for the above content and include in the Table of Contents
- Bind a minimum of three copies of the submissions in a “permanent” soft cover binding (i.e. No 3 ring binders);
- Provide one digital copy on a memory stick;

#### **7. Freedom of Information Provision**

- The proponent acknowledges that the County is a public body subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) (“FOIPPA”). Records in the possession of the County, including response to this Request for Proposal, related materials and records created pursuant to it, are subject to disclosure in accordance with the provisions of FOIPPA, and such disclosure shall not constitute a violation of any confidentiality provisions contained in any agreement between parties.

#### **8. Evaluation**

- As a general framework, all proposals presented will be evaluated in the context of the overall value they bring to the County. The evaluation will consider the information provided through the Request for Expression of Interest, the interview results and this price proposal in determining the successful proponent.

Proposals must include a signed copy of this form with their proposal. Proposals that do not include a signed copy of this form may be disqualified at the sole discretion of the County.

At the sole discretion of Sturgeon County, any additional information that is deemed to be necessary, for the interested parties will be communicated by way of addenda and distributed in the same manner as this RFP.

**1. Proponent Information**

Please fill out the following form, and name one person to be the contact for the RFP response or any clarifications, addenda, that may be necessary.	
Proponents Full Legal Name:	
Street Address:	
City, Province:	
Postal Code:	
Company Website:	
RFP Contact Person and Title:	
Contact Phone Number:	
RFP Contact email:	
Signature:	

**2. Acknowledgement of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding process, and that there will be no legal relationship or obligation created until the County and the selected proponent have executed a written contract.

**3. Non-Binding Price Estimates**

The proponent has submitted its rates in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

Without limiting the foregoing, by submitting a proposal, each proponent agrees that any claim that the proponent may have against the County and its employees, agents, consultants and elected officials (collectively the "County Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this RFP process (whether in contract, tort, or other legal theory) is limited to an amount equal to the proponent's actual and reasonable costs in preparing its proposal to a maximum of \$5,000.00. For clarity, each proponent specifically waives as against the County Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

**4. Conflict of Interest**

For the purposes of this section, the term Conflict of Interest means:

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

If the box below is left blank, 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.

Otherwise, if a statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest. (Attachment of a separate disclosure is acceptable).

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**5. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if by order of court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the County to the County Advisors retained for evaluating or participating in the evaluation of this proposal.



\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date