



**TOWN OF KINDERSLEY**

**2023 REQUEST FOR PROPOSAL  
ENGINEERING ARENA UPGRADE SERVICES (RFP)**

RFP No: 2023.01

Opening Date: January 20, 2023  
Closing Date: February 3, 2023 at 2:00 p.m.

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## Request for Proposal Parameters:

### 1. OPPORTUNITY

The Town of Kindersley is inviting submissions from eligible engineering firms to provide design services to the Town of Kindersley for our Arena Upgrade Project.

Design to be completed for March 2023 tender documents for construction to be completed by July 31, 2024.

Selection of the Successful Proponent will be based on the cost, schedule, proposals and references to complete the design work as identified in this RFP. Interested firms are encouraged to schedule a meeting with the Town of Kindersley Community Services Department, in advance of submitting a submission, to become familiar with the Work as defined in this RFP document.

### 2. SCHEDULE

The proposed schedule is as follows:

Publication of Tender:	January 20, 2023
<b>Deadline for Submissions:</b>	<b>February 3, 2023</b>
Engagement of Agreement by:	February 14, 2023

It is the Town's intent to enter into the Agreement as attached in the schedules with the Successful Proponent no later than February 14, 2023 as attached in the tender document.

### 3. SCOPE OF WORK

The Scope of Work includes any work that is necessary to complete each item as specified below:

A. Engineering Design Services and Project Management shall consist of all work required for the Town of Kindersley Arena Upgrade Project, and shall include but is not limited to:

- a. Full design package for the Arena project, including but is not limited to:
  - i. New refrigeration system implementation with advanced controls
  - ii. Integrated heat recovery
  - iii. Higher insulated doors
  - iv. LED lighting
  - v. Pool heating integration
  - vi. Walking track air conditioning

B. Project Management and Meetings

- a. Budget – Proponents are to finance the project as per standard construction practices, invoicing the Town at appropriate benchmarks
- b. Preparation of Technical Specifications

- c. Oversee the awarded contractor(s) to ensure quality of workmanship and that all pertinent safety regulations are being met including issuance of instructions and any necessary and agreed upon Change Orders
- d. Facilitating any testing and inspections, certification of payments
- e. Contract Administration – The Proponent must ensure that all contractors, including subcontractors are qualified to complete the scope of work required and follow all Provincial and Municipal regulations and bylaws, and all Labour Laws, carry adequate insurance and are in good standing with the WCB (if applicable). The Proponent must also ensure local contractors are provided with an opportunity to submit proposals for any sub-contracts.
- f. Reporting –required meetings for brief updates, and monthly written reports are required to ensure that the Town has a sufficient comfort level that the objectives are being met. The Town will designate one key point of contact and/or a committee; communication with the Town via this designated person/group will be integral to the success of the project.

C. Tender Services and Contract Awards

- a. Administer the required tender process on behalf of the Town.
- b. Provide technical clarification to the Proponents.
- c. Conduct site meetings with proponents.
- d. Issue any addenda as required.
- e. Receive, open and tabulate the tender results.
- f. Prepare construction Contracts.

**4. PAYMENT**

The Town shall pay the Proponent in Canadian funds for the performance of the Contract; the amounts being determined by original contract value contained in the Agreement and invoiced in accordance of the Scope of Contract, including any hourly work basis rates.

If the Town fails to make payments to the contractor as they become due or in award by arbitration or court, interest of two percent (2%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

**5. QUALIFICATIONS, SKILLS & EQUIPMENT REQUIRED**

Eligible Engineering Firms must have the human and capital equipment resources required to successfully complete the scope of Work listed above and within the Town of Kindersley Design Standards, in addition to holding all licenses necessary for the engineering design services within the province of Saskatchewan.

Proponents are required to supply two references for similar scope of work projects and past Town of Kindersley

## 6. RFP SUBMISSION REQUIREMENTS

All submissions should contain the following items:

1. Business Description:
  - a) Name of engineering firm
  - b) Name of Owner
  - c) Location of head office
  - d) Business start date
  - e) Number of employees
  - f) List designated staff person who will be assigned to handling Kindersley's Work.
  
2. Qualifications:
  - a) Experience: Provide a description of past experience in undertaking similar work
  - b) References: Provide 2 customer references for which you provided similar services in the last 2 years to 5 years. Include the name of the municipality/company where it is located, the contact person, and the details of the project.
  - c) List any past work projects you have completed on behalf or in partnership with the Town of Kindersley

The Town reserves the right to contact the Proponent for clarification of submissions.

## 7. SUBMISSION INSTRUCTIONS

When submitting your submission, please be aware of the following:

- A. The proposal should be received in its entirety before the submission deadline of 2:00 p.m. local time, February 3, 2023, to:

[directorcommunityservices@kindersley.ca](mailto:directorcommunityservices@kindersley.ca),

or alternately, by post to:

Town of Kindersley

Attention: Director of Community Services

Box 1269, Kindersley, Saskatchewan S0L 1S0

- B. The Town will not accept liability for any late, lost, or improperly delivered email, parcel or facsimile. We recommend that you contact the Town Administration Office to verify successful delivery.
  
- C. Questions or inquiries concerning this RFP shall be directed to the Director Community Services and can be submitted to the email or post address provided above no later than two (2) work days prior to the submission deadline. Verbal responses to any inquiry cannot be relied upon and are not binding on either party.

- D. It is the responsibility of the proponent to frequently visit the Town's tender webpage for any updates, additional instructions, clarifications, and any other materials related to this project. Once published, any and all information pertaining to this project will form part of this RFP.
- E. The Town is not bound to accept the lowest price Submission. By submitting and participating in the process as outlined in this RFP, proponents expressly agree that no contact of any kind is formed under, or arises from, RFP, prior to the signing of a formal written agreement.
- F. At the appointed closing time, all submissions become irrevocable. By responding to this RFP, the applicant agrees that, should its submission be selected, the proponent agrees to enter into a legal agreement with the Town for the completion of the scope of Work.
- G. The Successful Proponent will engage in the Agreement which consists of all of the relevant provisions of this Request for Proposal. This Agreement will not be binding until it has been approved by the Council of the Town of Kindersley and signed by both parties. If at any time the Town reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the preferred Proponent will be given written notice to terminate discussions. In this event, The Town of Kindersley may then either open discussions with another Proponent or terminate this RFP and retain or obtain the services in some or any other manner.
- H. Prior to commencing Work, the successful Proponent shall obtain all authorizations required by the law to enable them to carry on business and to complete Work required by the agreement, such as Saskatchewan GST and PST requirements and a Town Business License.
- I. Proponents are solely responsible for their own expenses in preparing, and submitting Tenders, and for any meetings, negotiations or discussions with the Town or its consultants, relating to or arising from this RFP. The Town and its representative, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a submission, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.
- J. Information pertaining to the project obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written permission from the Town. All information provided by the Town is considered to be Town property and shall not be used in whole or in part for any other purpose than to assist with the development of a submission under this RFP.
- K. As a municipal government body, the Town may be required to share submissions to this RFP as per the Local Authority Freedom of Information and Protection of Privacy Act regulations.

- L. The Town reserves the right to withdraw this RFP at any time prior to the signing of legal agreement for services.
- M. The proposal and accompanying documentation submitted by all Proponents become the property of the Town and will not be returned. The Town reserves the right to enter into an agreement for only portions of the services contemplated by the proposals with one or more of the Proponents.
- N. The Town, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor shall proceed with the Work as changed and the Work shall be executed under the provisions of the Contract. No change shall be undertaken by the Contractor, without a written Change Order issued by the Town, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change was so ordered.

## **8. EVALUATION**

Submissions to the RFP will be reviewed by an adjudication committee. The winning Proponent will be selected based on the following criteria:

- a) Qualifications, including:
  - Experience
  - References
  - Past Town of Kindersley Projects
- b) Overall Design and Workplan
- c) Cost of Service

**SCHEDULE "A"**

**2023 Engineering Arena Upgrade Services Submission Form**

Name of Company: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Location of Head Office: \_\_\_\_\_

Business Start Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Designated Staff Contact Person: \_\_\_\_\_

**Experience**

List 2 completed projects similar in scope, including contact information for each project:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**References**

List 2 references: Please provide name, phone number and email

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**Past Town of Kindersley Projects**

List any projects completed on behalf or in partnership with the Town of Kindersley.

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**Overall Design and Workplan**

\*Please attach summary of design and workplan for project

**Cost of Service**

\*Please attach a detailed breakdown of cost for services:

Estimated Submission Total Design Costing

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\_\_\_\_\_ / 100 dollars in Canadian funds.



**SCHEDULE "B" SIGNATORIES****2023 Engineering Arena Upgrade Services RFP  
Project No. 2023.01**

The undersigned Proponent, having carefully examined these Contract Documents and locality of the proposed work, and having full knowledge of the work required and of the materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labor and equipment and perform and complete all work and fulfill everything as set forth and in strict accordance with the Contract Documents and Bid Form;

The Proponent agrees:

1. That Town is in no way obligated to accept this bid.
2. That Town may, at the Town's discretion, accept any bid other than the lowest bid.
3. That, should the Submission Form be improperly completed or be incomplete, Town shall have the right to disqualify and/or reject this bid.
4. That this bid is made without knowledge of the bid prices to be submitted for this work by any other company, firm, or person.
5. That this bid is made without any connection or arrangement with any company, firm, or person submitting a bid for this work.
6. That this bid is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this bid or in the proposed Contract.
7. That this bid is irrevocable for sixty (60) days after the closing date for receipt of bids and that Town may at any time within such period accept this bid whether any other bid has previously been accepted or not and whether notice of award of a contract has been given or not.
8. To commence and proceed actively with the Work promptly following receipt of the Notice to proceed, and to complete all work under the Contract subject to the provisions of the General Requirements for extension of Contract Time.
9. To compensate Town in accordance with the Contract Documents if the Work is not completed within the Contract Time.
10. That the scope of work shown in the RFP serves only to provide a basis for comparing bids and that no representations have been made by the Town that the actual scope of work will even approximately correspond therewith, and further, that Town has the right to increase or decrease the scope of work in any or all items and to eliminate items entirely from the work.
11. That payment for the work done will be made in accordance with the contract documents at the prices shown in the Submission Form for the work done under the terms of the Contract.

**SIGNATORIES**

This proposal is executed under seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ENGINEERING SERVICES PROPONENT**

1 \_\_\_\_\_  
Lead Company Name

(Apply SEAL above)

\_\_\_\_\_  
Name of Signing Authority (printed)

\_\_\_\_\_  
Signature of Signing Authority

2 \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Signing Authority (printed)

\_\_\_\_\_  
Signature of Signing Authority

**WITNESS**

\_\_\_\_\_  
Witness Name (printed)

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