



Notice to Potential Proponents Request for Proposals

RFP Date: November 9, 2022

RFP Title: **2022-014 General Engineering Consulting Services**
Vendor of Record

Please review the attached document and submit your Proposal to the email address noted below by the closing deadline of 2:00 PM (as recorded by the receiver) on November 29, 2022

Proposals will not be considered unless:

1. Received by the date and time specified above; and
2. Received at the Email address specified below
 - a. Purchasing@drumheller.ca

Submission by hard copy or Facsimile will NOT be accepted.

Site Meeting Details: No Meeting Required

Deadline for Questions: Must be received in writing (email) prior to 2:00 PM (local time) on November 17, 2022

Town Contact: Kelcie Wilson, C.E.T.
Capital Project Manager
Town of Drumheller
702 Premier Way
Drumheller, Alberta, T0J 0Y4
Contact Phone Number
purchasing@drumheller.ca



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1.0 Overview

- 1.1. This Request for Proposals (RFP) is an invitation by Town of Drumheller to prospective Proponents to submit proposals for the provision of general engineering consulting services under a standing supply arrangement with approximately five (5) to six (6) pre-qualified engineering firms to be available to provide service on an as-needed basis in the required engineering disciplines. The successful firms will become Vendors of Record (VOR) under a master service agreement with Town of Drumheller.
- 1.2. The VORs will have the right to provide services, however, there is no volume commitment or guarantee of engagement. The RFP is not a contractual offer or commitment; however, it is anticipated the Selected Proponent may be offered a multi-year Master Services Agreement for general engineering consulting services with Town of Drumheller as VOR's.
- 1.3. The Respondent acknowledges and agrees that this procurement model is not a tender but a Request for Proposal.
- 1.4. From the issue date of this RFP, until a determination is made regarding the selection of an engineering consulting firm, all contacts concerning this RFP must be made in writing through the issuing office. Any addendums or answers to written questions will be placed on the Town of Drumheller website under Bid Opportunities and APC. Respondents are responsible to check online for addendums or answers to written questions as Town of Drumheller will not send out individual communications.
- 1.5. Where this RFP contemplates more than one Proponent becoming a Selected Proponent, references to the "Selected Proponent" throughout the RFP will be deemed to mean and include all such Selected Proponents.
- 1.6. Town of Drumheller reserves the right to reject any and all proposals received as a result of this RFP and to cancel this solicitation at any time prior to the execution of a Master Services Agreement. Proposals may be rejected immediately if they are not prepared in accordance with the RFP.
- 1.7. Town of Drumheller is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of an Agreement for services prior to the issuance of an Agreement.
- 1.8. All responses received shall become the property of Town of Drumheller and will not be returned. The Proposals will be held in confidence by the Town subject to the provisions of the Freedom of Information and Protection of Privacy Act.

2.0 Project Description & Submission Requirements

2.1 Scope of Work

- 2.1.1 Town of Drumheller has a requirement to establish an agreement with an engineering firm for the provision of supplying general engineering services and assistance on an as-needed basis in a variety of technical discipline areas. These areas include all types of municipal infrastructure including but not limited to water, wastewater, stormwater, drainage, roads, bridges,



environmental assessments, building services and planning application peer reviews. Town of Drumheller does have an engineer on staff.

2.1.2 A general list of services the Town needs from selected engineering firms and other consultants is provided below:

- Survey (includes legal survey)
- Drafting
- Regulatory support and monitoring
- Public consultation
- Infrastructure Assessments and Asset Management Support
- Conceptual, Functional Planning and Feasibility studies
- Conceptual, Preliminary and Detailed Design, Procurement, Construction
- Administration. Construction monitoring and Project closeout and reporting.
- Cost estimation
- Project Management
- Water resources
- Technical reviews and support
- Geotechnical
- Land Acquisition and Appraisals
- Road Construction
- Water and Wastewater Infrastructure and Facilities
- Various Underground Utility Replacements including water, sanitary and storm
- Various Building Structures and Renovations including Architectural services
- Recreation and Parks Projects
- Environmental Projects
- Development Construction Inspection Services
- Other Miscellaneous Projects

2.1.3 A Selected Proponent will have an opportunity to conclude an arrangement with Town of Drumheller which will be reflected in an agreement to be executed with Town of Drumheller for the provision of the Deliverables (the Agreement). The initial term of the Agreement for one or more periods that do not exceed, in aggregate, a total of five (5) years. Any renewal shall be on the same terms and conditions as set out in the Agreement (the VOR Term). At, or prior to, the expiry of the VOR Term, Town of Drumheller may re-conduct this VOR process. Further, Town of Drumheller serves the right to reopen or repeat this VOR process to add additional service providers.

2.1.4 The frequency of required projects will be ongoing.

2.2 Submission Requirements

2.2.1 Proposals should be presented as a written document containing twenty (20) pages or less. Page count does not include appendices or title page and table of contents. Proponents should submit one (1) electronic copy, in PDF format. Submissions must be a maximum of 100MB In total. Zip files will not be



accepted. The body of the email should not indicate the details of the Proposals, specifically the costs submitted.

2.2.2 The title of the email should be as follows:

RFP SUBMISSION – [COMPANY NAME] – [PROEJCT NAME]

2.2.3 Proposals must be submitted by email to:

purchasing@drumheller.ca

2.2.4 It is to be noted that the Town of Drumheller's email receiving limit is 100MB and, as such, if multiple emails are required the subject line should note email *part # of #* and the next email's subject line is to include *part # of #*. This is to be added onto the subject line title as identified in Section 2.2.2.

Proponents may amend their Proposals prior to the submission deadline by submitting the amendment in an email with RFP title as set out above. Any amendment should clearly indicate which part of the Proposal the amendment is intended to amend or replace.

At any time throughout the RFP process until the execution of a written agreement, a proponent may withdrawal a submitted Proposal. To withdraw a Proposal, a notice of withdrawal must be sent to the RFP contact and must be signed by an authorized representative of the proponent. The Town is under no obligation to return withdrawn Proposals.

3.0 Proposal Content

3.2 Those who consider themselves qualified and experienced are invited to submit a response to Town of Drumheller. Submissions should include the following information:

- Letter of introduction including corporate profile
- Project experience – relevant project experience in the technical discipline area
- Staff location – location(s) of the office(s) where the services will be performed, including the main project office location where the project team will be based.
- Proposed Team Qualifications – qualifications and experience of key staff in the applicable technical discipline areas.
- Schedule of standard charge out hourly rates of key personnel
- Schedule of standard force account rates
- A minimum of three client contacts for which work has been completed within the last two years. List the scope of work completed and the overall project cost. The Town of Drumheller shall not be used as a reference.

3.3 Respondents can limit the number of technical disciplines for which they would like to be considered based on company and local office strengths. Respondents will not be penalized for restricting submittals to true areas of technical strength. If the respondent submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted



work. Any Proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

- 3.4 Respondents are to submit a fee schedule, using Appendix A, based on year one and include an escalation % for each year thereafter. The pricing provided shall be held firm for a minimum of sixty (60) calendar days.
- 3.5 Submitting a response, and its receipt by Town of Drumheller does not represent a commitment on the part of Town of Drumheller to proceed further in this process or plan with any Respondent.

4.0 Respondent's Responsibilities

- 4.1 General Each proposal must be signed by the individual representatives of the Respondent who has contracting authority. That individual will be the sole point of contact with regard to contractual matters.

5.0 Proposal Evaluation Criteria

- 5.1 Respondents will be evaluated on the criteria listed below. The selection team will review the Respondent's approach to ascertain the respondent's relative experience, project staff, past performance on assignments and/or reference client assignments, and client references.
- 5.2 Town of Drumheller may short-list proponents and conduct interviews with short-listed Respondents at its sole discretion, request further information from the marketplace or pursue other options.
- 5.3 Proposals will be opened and evaluated privately.
- 5.4 Proposals will be evaluated using four (4) sets of criteria. Respondents meeting the mandatory criteria will have their proposal evaluated and scored for technical qualifications, value-added services, quality of proposal and price. The following represent the principal selection criteria that will be considered during the evaluation process.

5.4.1 Mandatory Elements

- a. The Respondent is independent and qualified to practice in Alberta.
- b. The Respondent adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.
- c. The Respondent meets minimum insurance and liability requirements as listed.

5.4.2 Weighting Criteria

- a. Technical Quality (60%)
 - i. Expertise and Experience
 1. Experience record with municipal projects including past performance with similar-sized municipalities.
 2. Qualifications and relevant project experience of key personnel in the technical discipline.
 3. Capability of local staff to complete assignments
 - ii. Engineering Approach



1. Description of the Respondent's approach with respect to completing its program.
 - b. Price (20%)
 - i. Cost-effectiveness of the proposal. Cost may not be the primary factor in the selection of a respondent.
 - c. Value-Added Services (10%)
 - i. Ability to provide additional services, and advisory services/publications.
 - d. Presentation (10%)
 - i. Proposal organization, clarity, conciseness and thoroughness
- 5.5 During the evaluation process, the Town may, at its discretion, request any or all Respondents to make oral presentations. Such presentations will provide Respondents with the opportunity to answer any question the Town may have on the Respondent's proposal. Not all Respondents may be asked to make such oral presentations.
- 5.6 Town of Drumheller may undertake the following due diligence in relation to shortlisted vendors. The findings will be taken into account in the evaluation process.
 - 5.6.1 Reference check the vendor's organization, named personnel, and any subcontractors.
 - 5.6.2 Request vendors to participate in a presentation.

6.0 Agreement

- 6.1 Town of Drumheller does not guarantee that it will request any or all services covered by this RFP or any agreement that will be reached. Issuing or not issuing an agreement to any party, or the process leading up to such an agreement will not give rise to a claim by the Selected Proponent including, but not limited to, claims for anticipated profits or compensation for overhead or other related costs or expenses.
- 6.2 Town of Drumheller will request services or assistance and the Selected Proponents from the VOR list shall review their resources to verify that qualified individuals are available to satisfy Town of Drumheller's request. Selected Proponents will compete for actual projects through a Task Order Request for Proposal (TORP). Task Orders will be issued under the following estimated thresholds:
 - 6.2.1 Under \$10,000 will require verbal quotes
 - 6.2.2 \$10,000 - \$75,000 will require written quotes
 - 6.2.3 Over \$75,000 will require formal written proposals
- 6.3 The Selected Proponents will provide an appropriate response, per the thresholds in 6.2, describing the approach to be taken for performing the requested services, an estimated cost, key team members and the schedule for completion. If a mutual agreement is reached, Town of Drumheller will issue a letter of engagement for execution by both parties and authorize the Selected Proponent to proceed with the services. Costs associated with developing the written response shall be the financial responsibility of the Selected Proponent.
- 6.4 Award of an Agreement does not establish an exclusive agreement with the Selected Proponents. Town of Drumheller serves the right to obtain engineering services from other Selected Proponents.



- 6.5 The Selected Proponent's performance will be evaluated at the end of each project. This review will provide a grade from the firm's performance at the end of each project and will be shared with the selected firm. The Procurement Department will be maintaining a historical record of the evaluation for policy compliance.

7.0 Agreement Terms and Conditions

- 7.1 The Selected Proponents will be required to enter into a Master Services Agreement with the Town. The agreement shall allow the Town and the Selected Proponent the standard 30-day cancellation clause.
- 7.2 The Selected Proponent selected by the Town will provide general engineering consulting services to the Town for a maximum of five (5) year term. The initial contracts will be for a 3-year term which will end on December 31, 2025. The Town may, with the consent of the successful bidder, extend the terms of this Request for Proposal for an additional two (2) one-year extensions based on the same terms and conditions. Should the Selected Proponent desire to enter into renewal negotiations with the Town for the 1- year extension, the Selected Proponent must serve the Director of Infrastructure with written notice of its desire to enter into renewal negotiations 90 days prior to the expiration of the initial three (3) year term. If the Town and Selected Proponent fail to agree on a contract price for the renewal period, it is agreed between the parties that the Town will be under no further obligation to negotiate a Renewal Agreement and shall be free to solicit Request for Proposals from other Respondents for the provision of services would include an opportunity to renegotiate the unit rates.
- 7.3 Town of Drumheller is currently working with engineering consultants on certain projects. Successful proponent(s) may be required to coordinate their services with existing consultants.
- 7.4 The Master Services Agreement will not authorize the performance of any assignments but provides the terms and conditions that govern any future assignment(s) that may be allocated by Town of Drumheller, at its discretion.
- 7.5 Town of Drumheller expects to allocate assignments amongst the Pre-Qualified Firms. It may allocate assignments based on the qualifications or capacity of the engineering firms, and it may also request further proposals for specific assignments from the Pre-Qualified Firms.
- 7.6 For greater clarity, there is no obligation whatsoever for Town of Drumheller to allocate any assignments to any successful proponent pursuant to this RFP. Town of Drumheller may obtain certain engineering or other project services through other procurement methods.

8.0 Insurance and Workers Compensation

- 8.1 The Respondent shall include a Certificate of Professional General Liability Insurance by an insurance broker duly registered and authorized to conduct insurance business. The insurance will be sufficient amounts and description to protect the Respondent and its employees against claims for damages, personal injury including death, bodily injury and



property damage. The Respondent shall ensure that Town of Drumheller is named as an additional insured and is indemnified.

8.2 The Respondent must provide evidence of good standing with the Workers' Compensation Board and ensure that its workers coming to the workplace will comply with: The Workers' Compensation Act and the Occupational Health & Safety Act & Regulations.

8.3 INSURANCE REQUIREMENTS

8.3.1 The successful Contractor hereby agrees to indemnify and hold harmless, the Town from and against all losses and expenses suffered or incurred by the Town arising from or connected with any personal injury, disability or death, to the extent caused by the negligence, other tortious act or willful misconduct of the Contractor or those from whom it is legally responsible and to any of the Contractor's employees to the extent not covered by workers compensation for any reason.

8.3.2 Commercial General Liability Insurance covering the legal liability of the successful Contractor providing at least Canadian five million dollars (Cdn. \$5,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Contractor agrees to reimburse the Town for any and all damage(s) to the Town's property caused by the Contractor, or its permitted subcontractors, in performing the work. The Contractor shall provide the Town with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of property damage.

8.3.3 Where any automobile is used for the performance of the work for the Town in this Agreement, the successful Contractor will provide automobile liability insurance covering all automobiles licensed in the name of the Contractor that are used in connection with the services, and provide at least Canadian five million dollars (Cdn.\$5,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident; and Non-Owned vehicle insurance, for all applicable vehicles coverage providing at least two million dollars (\$2,000,000.00) inclusive per occurrence.

8.3.4 Professional errors and omissions liability insurance having a limit of not less than two million dollars (\$2,000,000.00) for protection from claims arising out of performance or non-performance of such contracting services or professional work caused by or arising from any error, omission or act of any member of the engineering group, per occurrence.

8.4 Certificates of Insurance, naming the Town as an additional insured, shall be supplied to the Town evidencing that the above insurance is in force, and the successful Contractor will endeavor to provide the Town with thirty (30) consecutive days' written notice prior to any cancellation or material change to the policies.

8.5 The successful Contractor must obtain and maintain insurance for the coverage and amounts of coverage required by the Town and provide the Town certificate for evidence of such coverage.

8.6 The contractor must obtain and maintain WCB coverage and provide the Town evidence of such coverage.



- 8.7 All insurance policies held by the successful contractor as they relate to this agreement, shall not be altered in any way, cancelled or terminated. The successful Contractor must provide the Town thirty (30) days written notice of such changes.
- 8.8 The successful Contractor will be required to review and sign Town of Drumheller's Contractor Safety Manual before work commences. The successful Contractor agrees that all employees working for them must acknowledge and comply with all safety and security procedures established by the Municipality.
- 8.9 The successful Contractor shall be solely responsible for the safety of the Contractor's employees and others, relative to the contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment. Maintenance of all equipment owned by the Contractor shall be the responsibility of the Contractor.
- 8.10 The Contractor shall operate in compliance with all applicable regulations.

9.0 Conflict On Interest

- 9.1 To avoid a conflict of interest, the successful Respondent of the RFP warrants that neither it nor any of its officers, directors or employees with the authority to bind the Respondent, has any financial or personal affiliation with any elected official and/or employee of Town of Drumheller which may, in any way, be seen to create a conflict.
- 9.2 In its proposal, the respondent must disclose to the Town any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Town may, at its discretion, refuse to consider the proposal. The respondent must also disclose whether it is aware of any Town employee or Council member having a financial interest in the respondent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement the Town may, at its discretion, refuse to consider the proposal or withhold the awarding of any agreement to the respondent until the matter is resolved to the Town's sole satisfaction.

10.0 Freedom of Information and Protection of Privacy Act

- 10.1 The respondent acknowledges and agrees that the *Freedom of Information and Protection of Privacy Act* applies to all records relating to, obtained, generated, compiled, collected or provided under, or pursuant to, this Request for Proposals to provide general engineering consulting services.

11.0 Errors, Omissions & Indemnity

- 11.1 Town of Drumheller shall not be held liable for any errors or omissions in any part of this RFP. While Town of Drumheller has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by Town of Drumheller, nor is it necessarily comprehensive or exhaustive.



Town of Drumheller

RFP Date: November 9, 2022

RFP Title: 2022-014 General Engineering Consulting Services - Vendor of Record

Nothing in the RFP is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

- 11.2 The Contractor agrees to Indemnify and hold harmless Town of Drumheller from any and all third-party claims, demands, or actions for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees or agents except for injuries or damage caused by the negligence of the Town.

12.0 Addendum

- 12.1 The Town reserves the right to revise this RFP up to the proposal submission date. An addendum, should one be necessary, will be issued to all Respondents that obtained the RFP through the Alberta Purchasing Connection website. The Town will also post an addendum to the Town website, kneehillTown.com.
- 12.2 When an Addendum is issued the date for submitting proposals may be changed by the Town if, in its opinion, more time is necessary to enable respondents to revise their proposals. The Addendum shall state any changes to the proposal submission date, all terms and conditions, which are not modified, shall remain unchanged. All respondents must acknowledge receipt of RFP documents and all Addenda in their proposal.



Appendix A – Submission Details

Each Proponent must submit the following details:

- Proposed Project Management Team, their name and credentials, relevant project experience, specialist disciplines, training, and experience, and if they are sub-consultant teams or internal resources, including consultants for environmental and structural (for major bridges) for example.
- Potential Proposals are to submit a fee schedule based on year one and include an escalation % for each year thereafter.
 - Submit individual unit rate fee schedule for the relevant staff/team members, which require the following positions to allow an equitable evaluation of the fees; Project Director (main contact), Project Manager, GPS Survey Crew, Senior Draftsperson, Junior Draftsperson, Civil Engineer, Municipal Engineer, Geotechnical Engineer, Biologist, Bridge Inspector and vehicle, fuel and lodging charges.



Appendix B – Proposal Summary Form

(Summary sheet must be submitted and included with proposal submission)

Company Name: _____

Address: _____

Engineering Discipline	Applicable
Environmental	
Geotechnical	
Structural	
Transport	
Utility	
Water Resources	
Building Services	
Energy	
Project Manager	
Planning/Development	

NOTE:

1. The Energy Discipline is defined as: Energy efficiency, renewable and sustainable energy projects which can fall under planning projects.
2. Pricing provided shall be held firm for a minimum of sixty (60) calendar days.

Company Signature: _____

Name: _____

Date: _____



Appendix C – Sample Vendor of Record Evaluation Form



Appendix D – Sample Master Services Agreement