



# REQUEST FOR PROPOSAL

---

## DISTRICT OF SPARWOOD LEISURE CENTRE ENERGY RETROFIT PROJECT

**Date Issued:**

October 4<sup>th</sup>, 2012

**Closing Date:**

November 15<sup>th</sup>, 2012 at 2:00 pm MST

**Closing Location:**

District of Sparwood Leisure Centre  
367 Pine Ave, Box 669  
Sparwood BC, V0B 2G0

**Attention:**

Duane Lawrence  
Director of Community & Facility Services

Phone: (250) 425-6821

Fax: (250) 425-0551

This page is intentionally blank

# TABLE OF CONTENTS

<b>Part 1: Notice to Bidders.....</b>	<b>5</b>
<b>Part 2: Administration.....</b>	<b>6</b>
1. Summary or Requirements.....	6
2. Invitation.....	6
3. Instructions to Proponents.....	6
3.1. General.....	6
4. Request for Proposal Terminology.....	7
5. Modification.....	8
6. Liability.....	8
7. Limitation of Damages.....	8
8. Confidentiality.....	8
9. Safety.....	9
10. Insurance & Indemnity.....	9
11. Agreement.....	9
12. Cost of Preparation.....	9
13. No Collusion.....	9
14. Irrevocability.....	10
15. Sub-contraction.....	10
16. Award.....	10
17. Evaluation Criteria.....	11
18. Evaluation Committee.....	11
19. Presentations.....	12
20. Negotiations.....	12
21. Closing Date and Location.....	12
22. Site Visit.....	12
23. Late Proposals.....	13
24. Failure or Default of Proponent.....	13
25. Bylaw Compliance.....	13
26. Solicitation.....	13
27. Inquiries and Addenda.....	13
28. Conclusion.....	14
<b>Part 3: Project Information.....</b>	<b>15</b>
1. Introduction.....	15
2. Project Details.....	15
3. Scope of Work.....	16
4. Content of Proposal.....	17
4.1. Copies.....	17
4.2. Cover Letter.....	17
4.3. Proponent Profile and References.....	17
4.4. Scheduling.....	17
4.5. Costs.....	17
5. Proposal Preparation.....	17
5.1. Alternate Solutions.....	17
5.2. Changes to Proposal Wording.....	18
5.3. Limitation of Damages.....	18
5.4. Firm Pricing.....	18

5.5. Currency and Taxes.....	18
6. Additional Terms.....	18
6.1. Sub-Contracting.....	18
6.2. Liability of Errors.....	18
6.3. Agreement with Terms.....	19
7. Use of Request for RFP.....	19
8. Special Conditions.....	19
9. Contractors Insurance.....	19
9.1. Errors and Omissions Insurance.....	20
9.2. Commercial General Liability Insurance.....	20
10. Specifications.....	20
11. Deliverables.....	21
11.1. Pricing & Warranty.....	21
11.2. Other Deliverables.....	21
<b>Part 4: Form of Proposal.....</b>	<b>22</b>
1. Title Page.....	22
2. Letter of Introduction.....	22
3. Table of Contents.....	22
4. Executive Summary.....	22
5. Understanding of Scope of Services.....	22
6. WorkPlan and Methodology, Work Schedules and Deliverables.....	22
7. Other Services Not Identified in Scope of Services.....	23
8. Project Firm(s) Qualifications.....	23
9. Project Staff Qualifications and Role.....	23
10. References .....	24
11. Fees, Rates, Charges and Other Commercial Considerations.....	24
<b>Part 5: Bid Sheet.....</b>	<b>25</b>
<b>Schedule A: Sample Reference Table.....</b>	<b>27</b>
<b>Schedule B: Natural Gas Consumption.....</b>	<b>28</b>
<b>Schedule C: Hydro Consumption.....</b>	<b>29</b>

## **PART I: NOTICE TO BIDDERS**

Bid for: Sparwood Leisure Centre Energy Retrofit Project

---

FOR THE DISTRICT OF SPARWOOD

---

Individual consultants, businesses or companies with proven experience and expertise in the retrofitting of recreation and leisure centers heating systems are invited to submit detailed proposals by which the goals, objectives and other requirements of this request may be best met.

Proposals will be received in a sealed envelope, clearly marked with the name and address of the proponent, the name of the Project: "Request for Proposal: Leisure Centre Energy Retrofit Project" and be addressed to Duane Lawrence, Director of Community & Facility Services, no later than **2:00 pm (MST), Thursday November 15<sup>th</sup>, 2012** (the "Closing Deadline"), at the following address:

District of Sparwood – Leisure Centre  
367 Pine Ave.  
Sparwood, BC  
V0B 2G0

The work generally comprises the removal and replacement of the leisure centre heating and air handling systems with a high efficiency system providing heating and air handling for the Sparwood Leisure Centre.

Copies of the Request for Proposal can be obtained from the District of Sparwood Leisure Centre at 367 Pine Avenue, Sparwood, BC V0B or online on BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) on or after October 4<sup>th</sup>, 2012.

It is expected that the contract will be awarded in the first week of December, 2012.

Inquiries regarding this project shall be directed to:

Duane Lawrence  
Director of Community & Facility Services  
District of Sparwood

Phone: 250.425.6821  
Fax: 250.425.0551  
Email: [dlawrence@sparwood.ca](mailto:dlawrence@sparwood.ca)

## **PART 2: ADMINISTRATION**

### **1. General Scope of Work**

The general scope of work will be to provide a detailed energy retrofit proposal for the Sparwood Leisure Centre. A detailed energy audit is to be included as part of the design build proposal to identify efficiency measures, potential use of alternate energy systems, baselines and project economics. The study will have a sufficient level of detail to enable municipal staff to fully understand the retrofit and operational implications of the efficiency measures and the net savings to be delivered from them.

### **2. Invitation**

Individual consultants, businesses or companies with proven experience and expertise in the design and construction of high efficiency HVAC and heating systems are invited to submit detailed proposals setting out one or more means by which the goals, objectives and other requirements of this request may be best met.

### **3. Instructions to Proponents**

The following terms will apply to this RFP and to any subsequent contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

#### **3.1 General**

The District of Sparwood invites detailed proposals from Proponents in strict accordance with these proposal documents. The proposal will be evaluated for the selection of a Contractor with the intent to enter into a contract to conduct an energy retrofit of the District of Sparwood's Leisure Centre's HVAC and heating systems.

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

In carrying out its obligation hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licences, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or code applications to the services, the more restrictive shall apply.

In case of any inconsistency or conflict between the provision of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) Addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) All other documents.

The RFP, accepted submission, and the District contract documents represent the entire Agreement between the District and the successful Proponent and supersede all prior negotiations, representations and agreements either written or oral. The contract documents may be amended only by written instructions agreed and executed by the Successful Proponent and the District.

#### **4. Request for Proposal Terminology**

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms:

- a) "District" means the District of Sparwood;
- b) "Best Value" means the value placed upon quality, service, past performance and price.
- c) "Contract" means the written agreement resulting from the Request for Proposal executed by the District of Sparwood and the successful proponent;
- d) "Contractor" means the successful proponent selected from this Request for Proposal;
- e) "Must", "Mandatory" or "Required" means a requirement that must be met in order for a proposal to receive consideration;
- f) "Premises" shall mean building or part of a building with its appurtenances.
- g) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- h) "Proposal" shall mean the proponent's submission to the RFP.
- i) "Request for RFP" (RFP) includes the documents listed in the index of the Request for RFP and any modifications thereof or additions thereto incorporated by addenda before the close of RFP's.
- j) "Should" or "desirable" means a requirement having a significant degree of importance to the objective of the Request for RFP.
- k) "Special Conditions" means the special conditions, which are included in the RFP.
- l) "Specifications" means the specifications, which are included in the RFP.
- m) "Subcontractor" includes, inter alias, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/ or equipment called for in the RFP.

- n) "Successful Proponent" means the proponent submitting the most advantageous RFP as determined by the District of Sparwood.
- o) "Work" means any labour, duty and/or efforts to accomplish the purpose of this project.

## **5. Modification**

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. The District will endeavour to distribute all modifications to proponents that register. To register, please submit an email address, contact phone and fax number any time between October 9<sup>th</sup> and 24<sup>th</sup>, 2012.

Modifications to the RFP will be made in the form of written addenda or re-issued documents. All addenda shall be considered to be integral to the RFP and having the same effect as if part of the original RFP. It is the proponent's responsibility to ensure that they have all modifications. The modifications will be made available on BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)). Proposals should include acknowledgement of receipt of all addenda.

## **6. Liability**

While the District has used considerable efforts to ensure an accurate representation of the information in this Request for Proposal, the information contained in the Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from performing their own due diligence and forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

## **7. Limitation of Damages**

The Proponent, by submitting a Proposal agrees that it will not claim damages, for whatever reason, relating to the RFP, by reason of submitting a Proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any and all such claims.

## **8. Confidentiality**

This document or any portion thereof may not be used for any purpose other than submission of Proposal. The Successful Proponent shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of carrying out its duties or performing its services. It is the District's policy to maintain confidentiality with respect to all confidential information related to the Requests for Proposals, but the District is subject to the Freedom of Information and Privacy Act.

All documents, including proposals submitted in response to this Request for Proposal become the property of the District of Sparwood. They will be held in confidence by the

District, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

## **9. Safety**

The Successful Proponent will be designated as the Prime Contractor for this project, assuming all health and safety obligations and requirements.

## **10. Insurance & Indemnity**

The Successful Proponent must indemnify the District and their employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by the District.

The Successful Proponent will be asked to provide proof of Worker's Compensation Board of BC registration and coverage and proof of Comprehensive General Liability insurance coverage for a minimum of five million dollars (\$5,000,000.00). Within seven (7) days of contract award notification the Successful Proponent must submit certification that the District as an additional named insured.

## **11. Agreement**

The Successful Proponent agrees that by submitting a proposal, the Proponent agrees to all the terms and conditions of this Request for Proposal and will form part of the contract. Proponents who have obtained the Request for Proposal must not alter any portion of the document, with the exception of adding information requested. To do so will invalidate the proposal.

## **12. Cost of Preparation**

Any cost incurred by the proponent in the preparation of this Proposal will be borne solely by the Proponent.

## **13. No Collusion**

Except as otherwise specified or as arising by reason of the provision of the Contract Documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with proposals submitted for this project and the Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

## **14. Irrevocability**

Prior to the time and date of the Request for Proposal closing deadline, any Proponent may withdraw or change their proposal, without penalty or forfeiture, by giving notice in writing to:

Duane Lawrence  
Director of Community & Facility Services  
District of Sparwood  
Box 669, 367 Pine Ave.  
Sparwood, BC V0B 2G0  
[dlawrence@sparwood.ca](mailto:dlawrence@sparwood.ca)

Upon the closing deadline, all proposals become irrevocable and no words or comments may be added to, or removed from, the proposal unless requested by the District for purposes of clarification. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful, the Proponent will enter into a Contract with the District. This irrevocability is only valid for a period of 90 days after the closing date.

## **15. Subcontracting**

Utilizing a consultant(s) to complement the Proponent's service is acceptable, but must be clearly identified in, Section 3 – 6.1 Sub-Contractors, of the proposal. This also includes a joint submission by two proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take the role of prime consultant and assume overall responsibility for successful interconnection of all services. This also must be clearly defined in Section 6 of the proposal.

## **16. Award**

The District may not necessarily accept the lowest priced proposal or any proposal. At its sole discretion, the District reserves the right to reject any or all proposals received and to accept any proposal which it considers advantageous, whether or not it is the lowest priced proposal.

The District is not under any obligation to award a contract, and reserves the right to terminate the Request for Proposal process at any time, and to withdraw from discussions with all or any of the Proponents who have responded. The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved proposal.

No Contract is formed as a consequence of this Invitation to Submit Proposals. The District reserves the right to accept the proposed offer in total or in part, to reject any or all offers, to waive any minor informalities, irregularities, or technicalities, and to accept the offer deemed most favourable to the District.

Proposals must meet all the requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities

of any kind may be rejected. The District reserves the right to obtain additional information from the Proponents to clarify the information in their submission.

In the event that only one proposal is received, the District reserves the right to return the proposal unopened. The acceptance of the proposal by the District shall be made only by notice in writing, and will be addressed to the Successful Proponent at the address given in the Proposal; and if the Proposal Documents are so worded, the proposal may be accepted either in whole or in part.

## **17. Evaluation Criteria**

Notwithstanding any other provisions in the RFP, or any practice or custom in the industry, the District, in its sole discretion, shall have the unfettered right to accept or reject any or all proposals. All proposals will be evaluated by a team consisting of District representatives. Evaluation criteria are as follows:

- a) Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, and proposed work schedule.
- b) Experience and capability of firms and staff in similar assignments.
- c) Past performance of firms and staff as determined from District and references.
- d) Availability and commitment of local resources including staff, office and technical supports.
- e) Past performance of cost and scheduling control practice.
- f) Local experience and practice.
- g) Past experience in conducting energy audits.
- h) Award will be made on the Best Value offered, and the District will determine Best Value.
- i) Fee schedule and total cost of services (upset fee) to the District.

Following submission and initial evaluation of technical proposals, interviews may be arranged with the Proponents as part of the proposal evaluation process.

The following weighting will be used.

- Experience of firm with regard to recreation facility HVAC retrofits-30%
- Methodology and energy savings-45%
- Price (25%)

The Evaluation Committee will valueate Proposals to identify the Proposal with the best overall value to the District. The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.

No totals, weighting, or score will be provided to any Proponents.

## **18. Evaluation Committee**

The evaluation of Proposals will be undertaken on behalf of the District by the Evaluation Committee, which may consist of one or more persons. The Evaluation Committee may consult with others including District staff members, third party consultants and references, as the Evaluation Committee may in its discretion decide is required. The

Evaluation Committee will give a written recommendation for the selection of a Preferred Proponent to the District.

## **19. Presentations**

Following an initial screening and subsequent reference verifications, the Evaluation Committee may, at its discretion, invite some or all of the Proponents to appear before the Evaluating Committee to make an oral presentation regarding their Proposals. In such event, the Evaluation Committee will be entitled to consider the information received in evaluating Proposals.

## **20. Negotiations**

The District reserves the right to negotiate specific terms of the contract prior to the final award with the Successful Proponent. If a written Contract cannot be negotiated within thirty days of notification of the Successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a Contract with the next qualified proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## **21. Closing Date and Location**

To be considered, proposals must be received in a sealed envelope no later than **2:00 pm (MST), Thursday, November 15<sup>th</sup>, 2012** (the "Closing Deadline"), at the following address:

District of Sparwood  
Box 669, 367 Pine Ave  
Sparwood, BC V0B 2G0

Proposals and their envelopes must be clearly marked with the name and address of the Proponent and the name of the Project: "**Request for Proposal: Sparwood Leisure Centre Energy Retrofit**".

Print proposal packages must include two (2) hard copies, along with one (1) digital copy, in pdf format on CD-Rom or USB flash drive, of your submission.

Proposals submitted by facsimile or electronically will not be accepted.

Proposals received after the closing deadline will not be accepted. Please keep in mind that courier services such as DHL, Purolator or Canada Post generally cannot provide one day delivery service to Sparwood.

## **22. Site Visit**

Site visits will be provide for proponents upon request the between October 15<sup>th</sup> and October 26<sup>th</sup>, 2012. All visits are to be arranged in advance with the Sparwood Leisure Centre via email at [dlawrence@sparwood.ca](mailto:dlawrence@sparwood.ca). Site visits are non-mandatory.

## **23. Late Proposals**

Proposals received after the final date and time for receipt of Proposals will be considered "Late Proposals". Late Proposals will not be accepted and will be returned unopened to the sender.

## **24. Failure or Default of Proponent**

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this proposal, the District at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

## **25. Bylaw Compliance**

Proponent and all sub-trades will be subject to all Municipal Bylaws and will be responsible for all Business Licenses, including fees, as necessary. Separate business licences are required for all contractors and subcontractors. More information is available on our website.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licences, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.

## **26. Solicitation**

Proponents and their Agents are hereby warned that any attempt to solicit support of individual members of the Council and/or Staff of the District in regards to the award of this contract may jeopardize their proposals.

## **27. Inquiries and Addenda**

Requests for clarification of these instructions or the requirements of the services to be provided shall be addressed to:

Duane Lawrence  
Director of Community & Facility Services  
Phone 250.425.6821  
E-mail [dlawrence@sparwood.ca](mailto:dlawrence@sparwood.ca)

The District of Sparwood shall not be responsible for information received by the Proponent from any other source. If a Proponent is in doubt as to the meaning of any part of the proposal documents, or finds omissions or discrepancies therein, a request

for interpretation or correction thereof may be submitted and, if deemed necessary by the District, an addendum will be issued to all pre qualified persons of record receiving RFP documents.

Addenda will also be issued by the District to all pre-qualified persons of records receiving RFP documents, should the District of its own accord, wish to expand, delete or change any portion of the RFP document.

No oral explanation, interpretation or clarification of the RFP documents by any person whatsoever shall bind the District in the interpretation of the RFP document.

## **28. Conclusion**

Thank you for your interest in submitting a proposal. It is hoped that the information provided is of value and should anything be unclear, please contact Duane Lawrence at 250-425-6821 or [recreation@sparwood.ca](mailto:recreation@sparwood.ca).

## **PART 3: PROJECT INFORMATION**

### **1. Introduction**

This document outlines the overall scope of Proposal, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as the basis for awarding the assignment. The objectives of the RFP are to evaluate the Proponent's experience, technical expertise, project methodology, schedule and fees to provide the goods and or services for this assignment.

The District of Sparwood is seeking Proposals from qualified engineering firms for a retrofit of the District of Sparwood's Leisure Centre HVAC and heating system that will result in significant reductions to energy consumption and greenhouse gas emissions and will maintain control of the facility's relative humidity. The project includes an energy audit of the facility and the design and installation of the proposed solutions.

The District of Sparwood's Aquatic Centre is a 1,926 m<sup>2</sup> (20,724 ft<sup>2</sup>) recreation centre building constructed in 1984. It is a predominantly single story building and contains a 20 m leisure pool, a wading pool, hot tub, sauna, offices, amenity rooms, concession, change rooms, lobby and two fitness centres. The facility is serviced by two dry-o-tron units, two natural gas fired boilers, two natural gas hot water boilers and three AC units.

### **2. Project Details**

The primary objectives that form the basis of this Request for Proposal are:

- An energy audit of the facility that will identify potential efficiencies. The energy audit should adhere to the Federal Building Initiative Audit Standards Guidelines for an "Engineering Audit". The audit will include modeling and simulation that will form the basis of a detailed implementation plan with drawings and specifications.
- Project team shall be composed of firms that are accredited BC Hydro Power Smart Alliance members, in the consultant category for completion of the energy study of the HVAC and lighting systems and in the contractor category for the installation of the recommended HVAC upgrade measures.
- The project team shall include members who are accredited with LC Certification, P.Eng. Electrical Engineering and P. Eng. Mechanical Engineering.
- All Proposals must detail forecasted energy savings and achieve at least 40% annual reduction in energy consumption. Proposals must describe how those reductions will be realized.
- All Proposals must show a net annual reduction to green house gas emissions of at least 130 tonnes and must demonstrate how the reduction will be achieved.
- The Proponent must have experience in installing such energy reclaim equipment and must have testimonials from at least three previous energy savings projects c/w savings achieved.
- The Proponent will be responsible for the installation of a solar ambient system that is able to extract energy from the solar rays, from rainfall and from the wind. This system must be functional and must save energy during periods of low solar

intensity. The heat extracted is to be upgraded and used to preheat the DHW or the pool water for the facility.

- All Proposals must outline the potential maintenance concerns and discuss the life expectancy and warranty of the proposed system.
- All Proposals must include a Direct Digital Control System, expansion or replacement, to perform the proposed sophisticated strategies needed to produce these savings as seamlessly as possible. Replacement systems are required to be integrated with all currently maintained HVAC & operating systems in the adjoining arena and curling rink.
- All Proposals must account for the effects of a saltwater pool on the proposed system.
- The Retrofit must take place during the months of April through August with the system meeting substantial completion by September 1<sup>st</sup>. A two week shut down to correspond with the semi-annual pool shut down may be utilized to facilitate installation, June 17<sup>th</sup> – 30<sup>th</sup>, 2013 (subject to change). The air handling systems must not be shut down for greater than two hours at any given time prior to or after this window.
- Installation procedures to be determined by the successful bidder in consultation with the District.

### **3. Scope of Work**

The successful proponent will be responsible for:

- Attending mandatory site visits with District staff.
- Providing a detailed report that outlines the types of upgrade expected to be pursued and includes drawings that show where such systems would be located in the facility. The report should include comments on the current conditions and life expectancy of the existing mechanical, electrical and control systems and the costs, benefits, life expectancy and expected maintenance issues with any upgrade of existing equipment and or proposed equipment.
- Acquiring all necessary permits and licenses for the work.
- The installation and on-site commissioning of all new equipment by factory trained service personnel. Adequate time must be allowed to thoroughly and safely start, program, and test run the new products with the new building management system. A separate site visit must be provided for training of operation and maintenance personnel.
- Supply all required materials.
- Arranging all additional (if applicable) subcontractor work to complete project.
- Ensuring all applicable codes, standards and bylaws are complied with.
- Ensuring site safety-public and staff access must be maintained to the facility for all normal operating hours as indicated below;
  - Daily 6:00 am- 9:00 pm excluding some holidays
- Waste removal.
- Any man lifts/scaffolding needed to complete the job, and completing the project within the identified project timeline.

The scope of work may have to be adjusted to ensure that the cost of the services remains within budget while still achieving required energy savings and green house gas

emissions reductions. The Proponent shall identify possible changes in the scope of work proposed, if necessary, in order to keep this assignment within budget and shall contact the District if they wish to discuss this prior to drafting their proposal.

#### **4. Content of the Proposal**

##### **4.1. Copies**

Proposals (one original and one copy) must be submitted in printed form and an additional digital copy in PDF format is required. The following topics should be addressed in the following order:

##### **4.2. Cover letter**

A cover letter signed by an authorized representative of the company should be provided outlining the intent of the response and stating that the information contained in the response accurately describes the services to be provided. The response must also guarantee that all quoted prices will be honored for a specified period from the submission date.

##### **4.3. Proponent Profile and References**

A description of the Contractor's organization, size, and services provided; areas of expertise and length of time in operation must be addressed. References must be provided that are able to verify energy savings as detailed within the proponent's project reference list. If there are special concerns or restrictions on our use of any reference, these concerns must be addressed in the proposal. We will not complete any agreement without adequate reference checks.

##### **4.4. Scheduling**

The Proposal will include the Proponent's itinerary to complete the work proposed (start up, information gathering, site visits, preliminary plans, etc.).

##### **4.5. Costs**

The Proposal will define the costs for the Proponent's goods and service. The proposal shall outline the costs of all components and include all applicable HST and other associated costs.

#### **5. Proposal Preparation**

##### **5.1. Alternate Solutions**

If alternate solutions are offered, please submit the information in the same format, as a separate Proposal.

## **5.2. Changes to Proposal Wording**

The proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the District for the purpose of clarification.

## **5.3. Limitation of Damages**

The Proponent, by submitting a Proposal agrees that it will not claim damages, for whatever reason, relating to the RFP, by reason of submitting a Proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any and all such claims.

## **5.4. Firm pricing.**

Proposals must be firm for at least 90 days after the final date. Pricing will be firm for the entire contract period.

## **5.5. Currency and taxes.**

Prices quoted are to be in Canadian Dollars, including duty, where applicable; FOB destination, delivery charges included where applicable; and excluding HST.

# **6. Additional Terms**

## **6.1. Sub-Contracting**

Using a Subcontractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.

Subcontracting to any firm or individual, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.

## **6.2. Liability of Errors**

While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### **6.3. Agreement with Terms**

By submitting a Proposal the Contractor agrees to all the terms and conditions of this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do otherwise will invalidate the Proposal.

### **7. Use of Request for RFP**

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

### **8. Special Conditions**

- a. A qualified Proposal is one that meets the needs and specifications of the District; the terms and conditions contained in the RFP. The preferred proposal is a qualified Proposal offering the best value, as determined by the District.
- b. The District will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the District, specifications, terms, and conditions and price. The District will examine all Proposals and recommend which proposal is in the District's best interest.
- c. A Proposal which is unqualified is one that exceeds the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified proposals.
- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that "Best Value" is the essential part of purchasing a product and /or service and therefore the District may prefer a proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a Proposal with a low price. The District's decision shall be final.
- f. The District reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. All proposed prices shall include the delivery F.O.B. to the Sparwood Leisure Centre or other destination point, as specified by the District, and the Contractor shall bear all risks of loss and/or damage.
- i. Where only one proposal is received, the District reserves the right not to make public the amount of the proposal. The amount of the Proposal will be made

public if a contract is awarded. The District reserves the right to accept or reject a Proposal, where only one Proposal is received.

- j. The District reserves the right in its sole discretion to accept or reject all or part of any proposal which is non-compliant with the requirements of this Invitation.
- k. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this Invitation.
- l. The District reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Vendor.

**9. Contractor’s Insurance**

**9.1. Errors and Omissions Insurance**

The Contractor shall, at the Contractor’s expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

Minimum Insurance

Contracting Services for projects not exceeding \$500,000 in value ..... \$250,000  
Contracting Services for projects exceeding \$500,000 in value.....\$500,000  
\*The maximum deductible in all categories shall be \$2500.00

The Contractor’s Professional Errors and Omissions Insurance shall remain in force for the life of the project and the twelve (12) months after Substantial Completion, and shall contain the following endorsement to provide the District with prior notice of changes and cancellations.

“The Insurer and the Insured Contractor shall provide written notice to be delivered by hand, or sent by registered mail to the District at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy.”

**9.2. Commercial General Liability Insurance**

The contractor shall provide, maintain and pay for general liability insurance coverage, in the joint names of the Contractor and the Owner, with limits of no less than five million dollars(\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with property damage deductible of two thousand dollars (\$2,000). Such coverage will extend throughout the length of the Contract period and subsequent warranty period.

**10. Specifications**

All measurements are thought to be as accurate as possible. It is the Proponent’s responsibility to insure these measurements are correct, and make changes to the quote if needed. It is expected that a site visit take place prior to the closing date.

## **11. Deliverables**

### **11.1. Pricing & Warranty**

The District requires the following deliverables on pricing and warranty with the RFP:

- a. Submit a price breakdown.
- b. Submit optional pricing (if required).
- c. Submit all or any product warranties.

Note: All pricing of materials will include supply and delivery.

### **11.2. Other Deliverables**

The District requires the following other deliverables:

- The energy audit adhering to the Federal Building Initiative Audit Standards Guidelines for an “Engineering Audit”
- Showing detailed calculations of energy savings and equipment operation benefits resulting from the recommendations.
- Providing written cost estimates and expected time required to implement any recommendations.
- Taking inventory of the current HVAC system and demonstrating how a new system would be implemented.
- Incorporation of a solar heating component to any proposed system.
- Completed Part 5: Bid Sheet.

## **PART 4: FORM OF PROPOSAL**

Each proposal must be arranged as follows:

- Title page.
- Letter of introduction.
- Table of contents.
- Section 1 Executive summary.
- Section 2 Understanding of scope of services.
- Section 3 Work plan and methodology, Work Schedules and deliverables.
- Section 4 Other services not identified in the scope of services.
- Section 5 Project staff qualifications and (role personal resume of key people).
- Section 6 Project staff qualifications and role.
- Section 7 References- minimum of 3 similar energy projects.
- Section 8 Fees.
- Appendix #1 The Energy Audit.

### **1. Title Page**

Show RFP title, closing date and time, Proponent's name, address, telephone number and contact person.

### **2. Letter of Introduction**

One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf and bind the Proponent to the statements made in the RFP.

### **3. Table of Contents**

Include page numbers, list of tables, list of figures and appendices.

### **4. Executive Summary (Section 1)**

Include a one page summary of the key features of the proposal.

### **5. Understanding of the Scope of Services (Section 2)**

Provide a detailed and comprehensive summary of the Proponent's understanding of the proposed Scope of Services under this assignment. Detail the Scope of Services in disciplines.

### **6. Work Plan and Methodology, Work Schedules and Deliverables (Section 3)**

Provide a list which expands the Scope of Services into a series of tasks or work activities to provide a detailed and comprehensive Scope of Service.

Identify submission of key project deliverables.

Provide a clear description of the work plan and methodology to successfully accomplish this assignment.

**7. Other Services Not Identified in Scope of Services (Section 4)**

Clearly describe any services that have not specifically been solicited with the Request for Proposal that are believed to be essential to the successful completion of the project.

Include time estimate for any such work. The cost estimate for such other services shall be included under Section 8 Fees and shall be clearly identified as “Other Services”.

**8. Project Firm(s) Qualifications (Section 5)**

Identify all firms, proponent, sub-consultant and other(s) that will be used to undertake this project. Identify the specific role or discipline that each firm will contribute to the project.

- Provide brief history, size and background of all firms involved.
- Describe the corporate qualifications and ability of each firm to undertake this project.
- Identify corporate resources in the context of this assignment.
- Highlight projects where the proponent and sub-consultant firms and key personnel have successfully worked together.

**9. Project Staff Qualifications and Role (Section 6)**

Provide a project organization chart specific to this project. Identify only senior and intermediate staff members that will be actively involved in the project.

Identify all the key personnel involved on the project. Describe each staff member's role in this project and their qualifications to successfully take on the role. Provide a table which includes the following:

- Team personnel.
- Project role/title.
- Years with the firm.
- Years relevant experience.
- Name specific relevant project experience.

The proponent shall not change key staff of firms without written permission from the District.

The District reserves the right to request reasonable changes to key personnel to suit the requirements of the project.

## 10. **References** (Section 7)

Provide at least three specific recent (within last 10 years) references that are clearly related to past experience for this scope of work and the results after completion of the measures.

For each project provide name, project location, contact name, contact title, phone number, fax number, estimated energy savings prior to commencement and quantified energy saved after one year of operation.

See schedule A for sample table.

Describe the relevance of the referenced projects and clients to this assignment.

## 11. **Fees, Rates, Changes and other Commercial Considerations** (Section 8)

Prices shall be in Canadian dollars, excluding HST.

Charge out rates shall be fixed for the duration of the project.

Include mark-up for disbursements and sub-consultants in the fee proposal. Travel disbursements for out-of-town personnel shall be quoted on the most economical travel methods.

Provide a clear statement on acceptance of the terms and conditions of the agreement. Any additional services or exceptions shall be stated and explained. Note that any non-conformance to the stated terms and conditions will be taken into account in the evaluation.



*If the Proponent is an incorporated entity:*

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

(Corporate Seal)

*If the Proponent is an individual or unincorporated entity:*

\_\_\_\_\_  
Name of Business (if any)

\_\_\_\_\_  
Signature of Individual or Authorized Representative

\_\_\_\_\_  
Name of Individual or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_



**Request for Proposals  
District of Sparwood  
Sparwood Leisure Centre Energy Retrofit**

**Schedule 'A'**

**References**

<b>Project Name</b>	<b>Project Location</b>	<b>Project Date</b>	<b>Client Contact Name</b>	<b>Client Contact Title/Position</b>	<b>Client Contact Phone Number</b>	<b>Original Proposed Energy Savings</b>	<b>Realized Energy Savings</b>

## Schedule 'B'

### Natural Gas Consumption

Date	# Days in Bill Period	Billed GJ	Average Temperature
Oct 14, 2010	30	318.2	11
Nov 15, 2010	32	412.7	3
Dec 14, 2010	29	499.5	-7
Jan 14, 2011	31	580.1	-9
Feb 14, 2011	31	509.1	-4
Mar 15, 2011	29	490.6	-4
Apr 13, 2011	29	421.5	3
May 13, 2011	30	384.1	7
Jun 14, 2011	32	359.3	12
Jul 14, 2011	30	288.1	16
Aug 15, 2011	32	344.5	18
Sep 14, 2011	30	317	18
Oct 14, 2011	30	353.3	11
Nov 15, 2011	32	448.2	1
Dec 13, 2011	28	429.3	-5
Jan 13, 2012	31	445.9	-2
Feb 13, 2012	31	522.7	-6
Mar 13, 2012	29	405.1	-1
Apr 13, 2012	31	422.3	3
May 11, 2012	28	318	9
Jun 12, 2012	32	351.4	12
Jul 12, 2012	30	271.5	16
Aug 13, 2012	32	224.2	20
Sep 12, 2012	30	247.3	17

All data must be verified. Calculations based on the above data may not be accurate. Gas consumption for leisure centre only, additional meters provide consumption data for the curling rink and arena.

# Schedule 'C'

## Hydro Consumption

Date	Total Days	Consumption (kWh)	Daily Average (kWh/Day)	Deand (kW)	kVARh	Power Factor (%)
12-Sep-12	30	90000	3000	195	27000	95.7
13-Aug-12	32	100800	3150	196	33000	95
12-Jul-12	30	84600	2820	187	22800	96.5
12-Jun-12	32	83400	2606	181	16200	98.1
11-May-12	28	88800	3171	190	25200	96.2
13-Apr-12	31	102000	3290	304	28200	96.3
13-Mar-12	29	128400	4428	330	44400	94.5
13-Feb-12	31	145800	4703	334	49800	94.6
13-Jan-12	31	139200	4490	334	47400	94.6
13-Dec-11	28	128400	4586	328	43200	94.7
15-Nov-11	32	138000	4313	319	42600	95.5
14-Oct-11	30	126600	4220	322	45000	94.2
14-Sep-11	30	79200	2640	271	18000	97.5
15-Aug-11	32	85800	2681	175	19200	97.5
14-Jul-11	30	58800	1960	169	7800	99.1
14-Jun-11	32	78000	2438	162	16800	97.7
13-May-11	30	88200	2940	181	25200	96.1
13-Apr-11	29	98400	3393	313	30000	95.6
15-Mar-11	29	130800	4510	338	46200	94.2
14-Feb-11	31	151200	4877	338	55800	93.8
14-Jan-11	31	133800	4316	339	46800	94.5
14-Dec-10	29	138000	4759	339	49800	94
15-Nov-10	32	151800	4744	336	58200	93.3
14-Oct-10	30	135600	4520	328	52200	93.3
14-Sep-10	32	104400	3263	312	36000	94.5
13-Aug-10	30	79800	2660	184	21000	96.7
14-Jul-10	30	69600	2320	186	16200	97.3
14-Jun-10	32	97800	3056	199	30000	95.6
13-May-10	29	87000	3000	174	26400	95.6
14-Apr-10	29	92400	3186	277	29400	95.2
16-Mar-10	32	139200	4350	330	51600	93.7
12-Feb-10	29	138000	4759	335	49200	94.1
14-Jan-10	31	141000	4548	344	49800	94.2

Hydro consumption data includes all aspects of the facility including the sparwood arena, curling rink, hall and grounds. All data must be verified prior to use. Calculations based on the above data may be inaccurate.