

# **REQUEST FOR PROPOSAL**

## **Pembina Gas Infrastructure Aquatic Centre Water Feature/Pool Toy Replacement**

**RFP NO. 2025-06-05**



**Department of Community Services**

**TOWN OF WHITECOURT  
5004 52 Avenue, Box 509  
Whitecourt, AB T7S 1N6**

**CLOSING: Friday, June 27, 2025, at 2:00 p.m. MST**

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## SECTION I – INTRODUCTION

### 1. SCOPE

The Town is now seeking proposals from qualified firms to replace water features/pool toys at the Allan & Jean Millar Centre's Pembina Gas Infrastructure (PGI) Aquatic Centre, located at 58 Sunset Boulevard in Whitecourt.

Any companies wishing to submit a formal proposal are asked to submit, as a minimum, all the requirements listed on this RFP.

Site meetings may be scheduled by emailing Randy Feist, Manager of Facilities at [randyfeist@whitecourt.ca](mailto:randyfeist@whitecourt.ca) or Rene Beaudoin, Facility Maintenance Coordinator [renebeaudoin@whitecourt.ca](mailto:renebeaudoin@whitecourt.ca).

Full project scope can be found in Section 3 – Deliverables.

### 2. DEFINITION OF TERMS

Whenever used in the *Request for Proposal*, including any forms to be included as part of any Proposal, the following words shall be deemed to have meanings as indicated below:

**"Closing Time"** means the deadline specified in the Request for Proposal.

**"Contract"** means the agreement(s) entered into by the Town of Whitecourt with the successful Proponent(s) for the goods, services, or goods and services described in the Request for Proposal.

**"Contractor"** means a Proponent to whom a Contract is awarded by the Town of Whitecourt for any or all of the goods and services described in the RFP.

**"Control"** means that the Town of Whitecourt has the authority to create, use, disclose, and dispose of any documents pertinent to the Request for Proposal.

**"Custody"** means that a party has physical possession of the documents pertinent to the Request for Proposal.

**"FOIP Act"** means the Alberta Freedom of Information and Protection of Privacy Act.

**"Proponent"** means a person, firm, or company submitting a proposal to the Town of Whitecourt pursuant to the Request for Proposal.

**"Proposal"** means the offer of a Proponent to furnish materials, supplies, or services in response to this Request for Proposal.

**“Record”** means information in any form, including, but not limited to, proposals, reports, documents, drawings (computer-generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such Records.

**“RFP”** means this Request for Proposal of the Town of Whitecourt including all forms to be included as part of any Proposal.

**“Site”** means all lands, buildings and premises where goods are to be delivered or services performed.

**“Town”** means the Town of Whitecourt.

### 3. DELIVERABLES

All proposals must include as a minimum, written specifications for the complete supply and installation of new water features, pricing and warranty terms and conditions. Specifications should include:

- Interactive features.
- Fit and compatibility for current pumps, piping and flow rates.
- Meet satisfactory space requirements within the featured pools and on their adjoining pool decks.
- Meets all required safety codes.

The Town will look at other proposed products and suggestions that may be specific to their companies and suppliers, but ask that they are priced separately, and as options.

### 4. INVITATION TO SUBMIT

Firms are hereby invited to submit a Proposal for the provision of the following project:

#### **Pembina Gas Infrastructure Aquatic Centre Water Feature/Pool Toy Replacement**

RFP Number: 2025-06-05

Date Issued: Thursday, June 5, 2025

Closing Date: Friday, June 27, 2025

Closing Time: 2:00 p.m. Mountain Standard Time (MST)

Public Opening: Friday, June 27, 2025 at 2:01 p.m.

Estimated Project Start: Monday, July 14, 2025

Completion Date: Friday, October 31, 2025

These dates may be subject to change at the Town's discretion. No Proposal shall be altered, amended or withdrawn after the Closing Time

*Indicate the Project Name and RFP Number on all correspondence.*

## **5. PROPOSAL SUBMISSION**

Proponents must submit the entire document of this RFP, along with all other noted requirements. RFP submissions shall be sealed and enclosed in envelope(s) marked with the project name and the RFP number. The Proponent must provide one (1) hard copy of the proposal document and one (1) digital copy on a flash drive. Electronic submissions will be accepted, however the original proposal must be delivered to the Town prior to closing in order to be considered a valid submission. Envelopes must be addressed to:

Town of Whitecourt  
Po Box 509, 5004 - 52 Avenue  
Whitecourt, AB T7S 1N6  
RE: Pembina Gas Infrastructure Aquatic Centre Water Feature/Pool Toy Replacement  
Attention: Randy Feist, Manager of Facilities

Proposals must be received prior to the closing time set forth in Section 4, or they will not be accepted. Proponents are cautioned that the Closing Time is based on when the Proposal is received by the Town and NOT when a Proposal is submitted by the Proponent. It is the sole responsibility of the Proponent to be mindful of the length of time for the Proposal to be transmitted due to file transfer size, transmission speed or other factors. The Town shall not be responsible for any failure to receive submissions sent by the Proponent, and Proponents are encouraged to take steps to ensure their Proposal has been received in advance of the deadline. Negligence on the part of the Proponent in preparing the Proposal documents confers no right for the withdrawal of Proposal after it has been opened.

## **6. INQUIRIES**

Refer all inquiries to the Manager of Facilities, Randy Feist, or Facility Maintenance Coordinator, Rene Beaudoin. Inquiries can be submitted by email at [randyfeist@whitecourt.ca](mailto:randyfeist@whitecourt.ca) or [renebeaudoin@whitecourt.ca](mailto:renebeaudoin@whitecourt.ca), or by phone at 780-778-2273 x 120. All inquiries and the replies thereto will be copied to all Proponents, and no other form of response shall be binding upon the Town.

## **SECTION II – PROPOSAL REQUIREMENTS**

### **1. PROPOSAL SPECIFICATIONS**

Each Proposal submitted to the Town shall explicitly state the project name and RFP number, as below.

**Name: Pembina Gas Infrastructure Aquatic Centre Water Feature/Pool Toy Replacement**

**RFP Number: 2025-06-05**

### **2. FIRM PROFILE**

As part of the proposal submission, a firm profile will be required. In the profile, please include the following information:

- a. Legal firm name;
- b. Legal business address;
- c. Contact name(s), position(s), address and phone number(s);
- d. On-site address and contact information;
- e. On-site number of employees;
- f. List of sub-contractors available to this proposal if the firm is selected;
- g. Number of years in local municipal service; and
- h. Annual volume of work, in dollars, the firm is currently capable of handling.

### **3. ADDITIONAL DETAILS**

In addition to the proposal submission, please provide the following information:

- a. Detail regarding the firms' understanding and experience with the type of work required by the Town in this RFP.
- b. A description of the individuals that would be assigned and their qualifications as they relate to the project.
- c. An estimated timeline, including the dates for start of services and completion of services;

- d. A certificate of insurance including a comprehensive general liability for an amount of not less than two million dollars (\$2,000,000.00). The certificate must be provided prior to the commencement of any contract.
- e. Details of the firm's Safety Program, including but not limited to CSTS, WHMIS, H2S and First Aid certifications. A brief description of the company's safety policies and procedures shall also be included;
- f. Proof of Worker's Compensation (W.C.B) Clearance; and,
- g. A list of recent engineering projects similar to those requested in this proposal. The following information for each such project should include:
  - i. The project title and location;
  - ii. Project description;
  - iii. Project Town and contact information, including email contact;
  - iv. Project value;
  - v. Date completed; and
  - vi. The estimated cost of construction.
- h. As part of the proposal submission, the Proponent shall include the rate per hour fees for the following and shall also include other services not specifically listed below that are deemed by the Proponent to be critical to the completion of the project:
  - i. Supervisory
  - ii. Designers
  - iii. Draftsmen
  - iv. Clerical
  - v. Vehicles
  - vi. Travel Expenses

#### **4. PROPOSAL PRICES**

Contractors must specify unit prices to include consultation, meetings, materials, mobilization, equipment, data acquisition, software, training, and any other incidental costs. In the event of any discrepancy between the unit price and extended price, the unit prices will be used. Pricing in the Proposal shall be quoted in Canadian.

#### **4.1 GOODS AND SERVICES TAX**

The Town is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item as part of individual unit price and the total bid.

#### **4.2 SUBSTITUTIONS**

Proponents are encouraged to quote substitutions unless specifically identified as no substitution (no sub). The responsibility of obtaining a substitution “equal to or exceeding” quality lies solely with the Proponents. Each alternate submission should include brochures, performance and test dates, and other informative materials, that will confirm “equal to or exceeding” quality specifications requested. The Town reserves the right to have the Proponent provide samples of substitution items for evaluation without any cost incurred by the Town.

The Town reserves the right to accept or reject any substitutions.

### **5. EVALUATION**

The Town may elect, at its sole discretion, to accept or reject any Proposal and to waive any defect, irregularity, or mistake in any Proposal and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests. The Town also reserves the right to seek clarification or additional information from one or more Proponents, provided that the Town shall have no obligation to do so and no decision by the Town to exercise or decline such rights shall relieve any Proponent from its obligation to comply with the requirements of this RFP.

### **6. PROPOSAL AWARD**

A Proposal award decision may be made after the Town has had an opportunity to examine and evaluate all Proposals in detail. The Town reserves the right to cancel this RFP at any time, or to reject any or all Proposals and to accept any part of one or more Proposals. The decision of the Town is final.

The Town intends to evaluate the submitted proposals based on the criteria listed in Evaluation Criteria. The Town shall have the sole and unfettered discretion to award up to the maximum number of points for each of the criteria listed.

This RFP does not commit the Town to award a contract or to pay any cost incurred in the preparation of a Proposal, provision of samples, or attendance at a pre or post-award site meeting.

The Town may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with or one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal Compensation as a result of such changes and the Town shall have no liability to any other Proponent as a result of such negotiations or modifications.

## **SECTION III - TERMS AND CONDITIONS**

### **1. PROCEDURAL TERMS**

Proponents shall carefully read the RFP documentation and submit Proposals subject to all conditions contained in the Proposal documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of a Proposal by a Proponent shall be construed by the Town to mean that the Proponent agrees to abide by and carry out all conditions set forth in the Proposal documents. The Town reserves the right to conduct discussions with any Proponent to assure full understanding of the Proposal submitted.

#### **1.1 PROPOSAL CLARIFICATION**

Should the Proponent find, during examination of the Proposal documents, any discrepancies, omissions, ambiguities, or conflicts on or between the Proposal documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted via e-mail, no less than three days before the Proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, the Town will issue some addenda, which will become part of the Proposal documents.

#### **1.2 AMENDMENTS**

The Town reserves the right to amend or revise the RFP documents by written addenda up to the Proposal closing time. It is the responsibility of the Proponent to ascertain and verify, prior to the closing time, that it has received any and all addenda issued in relation to a Proposal package.

#### **1.3 PROPOSAL SUBMISSION**

By submitting a proposal, the proponent unconditionally acknowledges and agrees to the following:

- a. The Proponent irrevocably and unconditionally waives the right to contest, in any legal proceeding or otherwise, any of the foregoing decisions of the Town;
- b. The Proponent will be solely responsible for any and all costs and expenses incurred by it in preparing and submitting its proposal, including any costs incurred by the firm in any subsequent negotiations/discussions with the Town prior to entering into a contract or agreement
- c. The Town is entitled to exercise its sole and unfettered discretion to award the points for the evaluation of the criteria listed;
- d. The Town is entitled to exercise its sole and unfettered discretion to select an engineering firm to provide the requested engineering services, in part or in whole, or not at all and may also, at its sole and unfettered discretion, reject any and all proposals and waive irregularities and informalities;

Notwithstanding any other provision, by submitting a Proposal, the Proponent agrees that any claim that the Proponent may have against the Town and the Town's employees, agents, consultants and elected officials for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this Proposal 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 \$2,500.00. For clarity, each Proponent specifically waives as against the Town and such related 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.

#### **1.4 CONTRACT**

The signing of a formal written agreement constitutes the contract agreement between the Town and the successful Proponent. No Proponent shall acquire any legal or equitable rights until the signing of a written agreement by the Town. The Contract shall include all portions of the RFP not expressly overridden in negotiations.

#### **1.5 LITIGATION, ARBITRATION, AND DEBT**

The Town reserves the right to reject a proposal from any party that is or has been engaged in litigation or arbitration with the Town, or has any outstanding debt owed to the Town. This shall include any contract where the party is acting as a prime contractor or as a sub-contractor.

### **2. GENERAL CONDITIONS**

#### **2.1 TERMS OF SERVICE**

By submitting a proposal, the Proponent unconditionally acknowledges and agrees that the Town of Whitecourt is entitled to exercise its sole and unfettered discretion to cancel the engineering services at any time, in writing with a 30-day notice. Likewise, the successful Proponent may withdraw their engineering services in writing with a 30-day notice. If either party cancels the delivery of engineering services, all monies owing, including current and outstanding projects will be mutually reviewed and settled as necessary, within the 30-day notice period.

#### **2.2 COMPLIANCE WITH LAWS**

The Contractor shall be responsible for complying with all Federal, Provincial, and Municipal laws, rules, regulations, and guidelines that apply.

#### **2.3 CONTRACTOR PERFORMANCE OR DEFAULT**

Contractors aware of potential or pending supply difficulties must notify the Town immediately before supply disruption endangers the Town's ability to provide products to user areas.

In the event of non-performance, the Town reserves the right to acquire the items from alternative sources and the Contractor shall be responsible for any excess cost occasioned thereby. The

Contractor will pay the amount thereof to the Town on demand. If the Contractor defaults or fails to perform in accordance with the Terms and Conditions of the RFP, the Town may terminate any remaining portion of the Contract. Termination of the Contract with the Contractor is at the sole discretion of the Town and requires five (5) days written notice delivered to the Contractor, free of any claim of the Contractor of every nature and kind.

#### **2.4 CLAIMS FOR DAMAGE, SHORTAGE OR LOSS IN TRANSIT**

Risk of loss and/or damage to all merchandise transfer to the Town upon authorized signature of receipt, subject to other provisions contained within the Terms and Conditions of this RFP. The Town agrees to examine goods to ensure that they are in satisfactory condition. Evidence of damage and short shipments will be noted on shipping documents.

The Town will notify the carrier and Contractor of loss or damage to goods within twenty-four (24) hours of receipt of shipment. The Contractor, upon notification, will claim damages, trace missing shipments, and replace items as requested. The Contractor will be responsible for further action on claims against the carrier, solely at their cost.

In case of concealed damage, the Town will notify the carrier and Contractor upon discovery, and request an inspection. Whenever practical, the goods should not be removed from the package until the carrier has either inspected the goods or waived the rights to inspection in writing. Typographical errors, failure to follow specifications, and sub-standard print quality will constitute concealed damage.

#### **2.5 PERSONAL INJURY/PROPERTY DAMAGE**

The Town shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor and its employees or agents in the performance of any agreement.

#### **2.6 INDEMNIFICATION**

The Contractor shall indemnify and hold the Town not liable with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Town with respect to this agreement.

The Contractor shall indemnify and hold the Town, its employees, and agents not liable, from any and all claims, demands, actions, and costs (including legal costs on a solicitor and his own client basis) what so ever that may arise, directly or indirectly, out of any acts or omissions of the Contractor in this agreement.

Such indemnification shall survive this agreement.

#### **2.7 PERSONAL INJURY/PROPERTY DAMAGE**

The Town shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor and its employees or agents in the performance of any agreement.

## 2.8 CONFIDENTIALITY

All documents submitted to the Town are subject to the protection and disclosure provisions of the **Freedom of Information and Protection of Privacy Act**. While the FOIP Act allows persons a right to access Records in the Town's Custody or Control, it also prohibits the Town from disclosing the Contractor's personal or business information, where disclosure would harm business interests or would be an unreasonable invasion of the Contractor's personal privacy as defined in sections 16 and 17 of the FOIP Act. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from disclosure of these sections.

The purpose of collecting personal information required for the RFP is to enable the Town to ensure the accuracy and reliability of the Proposal, and to evaluate the submission is in response to the RFP. The information is required by the Town to provide services and continue operations. It is recommended that Proponents advise persons whose personal information is released to the Town under this RFP. The privacy of the personal information, as well as disclosure by the Town to third parties, will be governed by the FOIP Act.

Questions about the collection of personal information pursuant to this RFP shall be submitted to the Town's FOIP Coordinator at [administration@whitecourt.ca](mailto:administration@whitecourt.ca).

## **CERTIFICATION**

We \_\_\_\_\_  
(Company name)

Of \_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Email or Fax Number)

Having examined and read the Proposal documents for RFP No. \_\_\_\_\_ as issued by Town of Whitecourt do hereby bid and agree to provide the services/products in accordance with the Proposal/RFP documents.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

\_\_\_\_\_  
(Print or Type) Name of Authorized Representative

\_\_\_\_\_  
(Print or Type) Title of Authorized Representative