



**TOWN OF BLACKFALDS  
STANDING COMMITTEE OF COUNCIL  
REQUEST FOR DIRECTION**

**MEETING DATE:** January 18, 2021

**ORIGINATED BY:** Terry Topolnitsky – Planning Manager

**SUBJECT:** Safety Codes Services Draft Request for Proposal

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**BACKGROUND:**

In May of 2008, an initial contract between the Town and IJD Inspections Ltd was signed for a term of 3 years for all disciplines including electrical, plumbing, gas, heating and building codes. Since that time IJD has been our contracted Safety Codes Services provider.

On April 9, 2019 Council was presented an administrative recommendation to consider the renewal of the Safety Code Services Agreement with IJD Inspections. The current contract was scheduled to conclude in May of 2019, with an option to extend for a two-year time frame.

**RES. 117/19**

Councillor Olfert moved that Council direct Administration to extend the Safety Code Services agreement with IJD Inspections for a period of two years.

**CARRIED UNANIMOUSLY**

The agreement was signed with IJD with an expiry of May 1, 2021.

**DISCUSSION:**

As per the current Council's direction, any RFPs that may impact service levels of our residents, are to be brought forward to the Standing Committee of Council for input and feedback prior to the RFP being finalized and posted by Administration. As such, Administration has attached a new draft request for proposal for qualified Safety Code Service firms to provide services tailored to meet our current and future requirements for 3 years plus another optional 2 years extension.

Administration has completed this task including review of other similar sized municipal Safety Code Service RFPs of this nature, and updating the document to include all relevant information as required by the Alberta Safety Codes Council (it is noted that the submitted RFP mirrors the standards set by the Alberta Safety Codes Council).

The expected work includes providing Safety Code services, as needed, for items including but not limited to:

- Review and consultation with Town staff on Safety Code policies, procedures, and advice regarding regulatory compliance
- Building permit review and related inspections
- Review, acceptance, and issuance of Electrical, Plumbing, Heating, and



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- related permits
- Inspections as regulated under the Alberta Building Codes
  - Assistance with all annual Alberta Safety Code Council Audits

If this draft RFP is approved tonight, it will be advertised on Alberta Purchasing Connection (APC), the Town's website and through invitation to service providers within the region and will close around February 26, 2021. We welcome the Committee's feedback and comments.

**FINANCIAL IMPLICATIONS:**

None, the Safety Code fees, for 2021 will be established through the RFP based on the allotted percentages submitted as part of the RFP. All fees are dependent on the dollar value of construction and value of other services as applied.

**ADMINISTRATIVE RECOMMENDATION:**

That the Standing Committee of Council move to recommend that Administration release the Safety Code Services RFP on Alberta Purchasing Connection, the Town's Website and by invitation to current service providers within the region.


**ALTERNATIVES:**

- A. That Council approve the draft RFP for Safety Code Services as appended.
- B. That Council refer back to Administration for more information.

**ATTACHMENTS:**

- *Draft RFP for Safety Code Services*

**Approvals:**

  
\_\_\_\_\_  
CAO Myron Thompson

  
\_\_\_\_\_  
Department Director/Author



**Request for Proposal:  
Safety Codes Services, All Inspection Disciplines  
For the Town of Blackfalds**

**Closing Location:**

Civic Cultural Centre  
5018 Waghorn Street  
Blackfalds, AB T0M 0J0

**Closing date and time:**

February 26, 2021  
3:30 PM. Mountain Standard Time

**General Contact Person:**

Terry Topolnitsky, Manager of Planning and Development  
Phone: 403-885-6237  
terry@blackfalds.com

**Town of Blackfalds  
Box 220  
Blackfalds, AB  
T0M 0J0**

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## 1.0 INVITATION TO SUBMIT PROPOSAL

Your organization is hereby invited to submit a proposal for the provision of Safety Codes Services in the all Safety Code disciplines to the Town of Blackfalds, as set out in this Request for Proposal documentation.

**Request for Proposal:** #2021.02.01  
**Description:** Safety Codes Services in the All Disciplines  
**Date Issued:** February 1, 2021  
**Closing Date:** February 26, 2021  
**Closing Time:** 3:30 P.M. (local time as conclusively and solely determined by the clock located on the telephone system of the Town of Blackfalds)  
**Public Opening:** No

**Please indicate Request for Proposal Number and description on all correspondence.**

This Request for Proposal does not commit the Town to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at a meeting with Town staff.

## 2.0 PROPONENTS QUESTIONS

Questions can be directed to the Director of Operations and Engineering Services or Planning and Development Manager prior to bid submission.

## 3.0 INSTRUCTION TO PROPONENTS

### 3.1 Inquiries

Refer all proposal inquiries to Terry Topolnitsky, Planning and Development Manager by facsimile at (403) 885-6237 or email at [terry@blackfalds.com](mailto:terry@blackfalds.com) . All written inquiries and the replies thereto will be copied to all proponents.

### 3.2 Proposal Return

Request for Proposal submissions shall be sealed and enclosed in envelopes or containers marked with the Request for Proposal number and addressed to:

Town of Blackfalds  
Box 220  
Blackfalds, Alberta T0M 0J0  
Attention: Terry Topolnitsky, Planning and Development Manager

Proposals must be received at the front reception desk, lower level of the Town Office at the predetermined time and date set forth or they will not be accepted for this particular Request for Proposal. Proposals received late will not be accepted for consideration.

Faxed bids **will not** be accepted nor considered. Any bids that are received via facsimile will be returned by mail to the proponent.

The Town of Blackfalds is not responsible for the timeliness of documents delivered nor will the Town accept any proposal delivered to a location other than the Reception Desk at the above-specified address.

### **3.3 Proposal Copies**

The Proponent shall provide one (1) original of the proposal, three (3) copies of their proposal, and a copy of the proposal on a readable CD. The proposal shall be prepared in Microsoft Office Professional.

### **3.4 Proposal Format**

Proponent's submission must be prepared in the same format in which this RFP has been prepared, to allow the Town to make direct comparisons between proponent's bids. This requirement applies, in particular, to this section – proposal format and Section 4 – Scope of Work.

#### **1. Letter of Transmittal**

A Letter of Transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the vendor.

#### **2. Executive Summary**

An Executive Summary, touching on pertinent points in the proposal you may want to highlight.

#### **3. Corporate Profile**

A brief corporate profile which will cover the organization's history, philosophy, office location, and proof that the organization is in good standing with the Safety Codes Council and the Worker's Compensation Board must be submitted.

#### **4. Response to Requirements**

Proponents are required to detail their organization's ability to satisfy, at minimum, all aspects of the requirements as outlined in the "Scope of Work". Proponents are also required to review, in detail, Section 5.0 Special Provisions and Section 8.0 General Terms and Conditions, to ensure that obligations and requirements required under this section are also met.

#### **5. Project Team**

Proponents must provide resumes for the Safety Codes Officers and permit issuers who will be assigned to provide Safety Codes services in the Town of Blackfalds. Resumes must include, for each SCO and permit issuer:

- their level of accreditation, certification and designation
- background and training,
- years of experience,

- experience in similar municipalities
- experience, if any, specifically in Town of Blackfalds in any or all of the three disciplines, and

Proponent's bids must include any agencies or organizations to which work will be sub-contracted. If this is applicable, the same information that is required above will be required for the sub-contracting agency or organization's SCOs and permit issuers.

Proponent's bids must include resumes for any other organization employees (i.e. clerical) who will be involved in providing Safety Codes Services for the Town of Blackfalds on a day-to-day basis.

## **6. References**

The Proponent shall include two (2) municipal references with their proposal package. References shall include the name of the municipality, a contact person complete with title, phone number and e-mail address. The references must reflect municipalities for whom similar Safety Codes services are being provided.

## **7. Certification**

All proponents responding to this Request for Proposal are required to sign the certification under Section 10. **Failure to complete, sign and submit the certification may disqualify the proposal as described under Section 8 – General Terms and Conditions, Item 14.**

## **4.0 SCOPE OF WORK**

### **1. Statement of Intent**

The Town of Blackfalds wishes to implement Safety Codes Services in all disciplines by entering into a contract with an organization that can provide these services in the Town of Blackfalds under the appropriate authority from the Safety Codes Council.

### **2. Uniform Service Delivery Standard**

Proponent's bids will be based on the Uniform Quality Management Plan (QMP) attached and forming part of this Request for Proposal (RFP).

### **3. Background**

The Town of Blackfalds is an urban municipality of more than 10,000 people. The Town is located in the County of Lacombe, north of the City of Red Deer.

The Town is positioned for growth and it is anticipated that excellent growth will continue within the foreseeable future.

At the present time, Town of Blackfalds has accreditation for all sections of Part 9 of the Safety Codes Services.

The Town of Blackfalds planning framework is similar to other municipalities in that it does require development permits for all development. Proponents will need to familiarize themselves with the Town's Land Use Bylaw (Available on-line) to ensure a seamless transition in providing Safety Codes Services to the Town.

#### **4. Corporate Disclosure**

Proponents should describe any legal proceedings that they have been or are currently involved in. The description should include the nature of the proceedings and the outcome, if known.

#### **5. Liaison**

The successful proponent will liaise with the Planning and Development Services department. The prime contacts will be the Development Officers and the Planning and Development Clerk.

#### **6. Service Levels**

Proponent's bids must explain, in detail, how Safety Codes services will be provided in Town of Blackfalds. This includes but not limited to:

- a) The proponent's knowledge and understanding of Town of Blackfalds and the Safety Codes services that is required in the Town now.
- b) A schedule of attendance:
  - i. At the Town office to meet with ratepayers, contractors and others who need face-to-face information and assistance with Safety Codes issues from a Safety Codes Officer.
  - ii. Site inspections in each discipline including maximum timelines for inspections must meet timelines as set out in the Town QMP.
- c) Contact information and a toll-free telephone number for ratepayers, contractors and others who otherwise need information and assistance with Safety Codes issues from a Safety Codes Officer.
- d) How the proponent will make Safety Codes Officers and other support staff (i.e. safety codes clerk) available for consultation with other Town departments including but not limited to the Planning and Development Officer, and also the Fire Chief, Assessment Services, Engineering Services, as and when required.
- e) How the proponent, working with Planning and Development Services staff, will ensure that all development in Town of Blackfalds obtains the required Safety Codes permits, especially single family dwellings.
- f) How the proponent will ensure that its services are properly integrated with specific Town of Blackfalds development requirements, including but not limited to deemed approved single family dwellings, sprinkler requirements in serviced residential development, and Town of Blackfalds' restrictions in new and existing subdivisions.



- g) How the proponent will provide services during peak demand periods or in the event of the suspension, termination or loss by some other means of one or more Safety Codes Officers providing services on a regular basis in the Town.
- h) How the proponent will undertake the quality monitoring and enforcement action if necessary.
- i) How will the transition of Safety Code services to the agency are handled.

## **7. Fee Schedule**

Proponent's bids must include proposed fees for electrical, plumbing, heating and gas permits.

This is to include a 're-call fee" due to a second no entry result, if applicable.

## **8. Fees, Other Charges and Payments**

- a) The Town of Blackfalds will collect all building permit fees. Proponent's bids must specify what percentage of the permit fees they will require to provide Safety Codes services in the Town if permits are issued by the Town or if issued by the Proponent.
- b) Proponent's bids must specify what Safety Codes-related services will be provided over and above regular, day-to-day inspection and permits issuance.
- c) Proponent's bids must also specify what additional charges may be incurred by the Town for services over and above contracted requirements.
- d) Proponent supplied Safety Codes Clerk to the Town for the Town to cover off vacation or due to extenuating circumstance.
- e) Proponent's bids must include a proposed payment schedule.

## **9. Training / Orientation**

Proponent's bids must include proposals for training, at the proponent's cost, including but not limited to:

- a) Continued training and support for the Planning and Development Clerk for the Planning and Development Department with respect to the issuance of permits, E-Site and the proponent's service delivery model and methodologies, etc.
- b) Orientation for the remaining members of the Planning and Development services department, the Town Fire Chief, Assessment Services and

Engineering Services with respect to the Safety Codes Act, the issuance of permits process, etc.

- c) Training for the proponent's Safety Codes Officers and other organization employees with respect to Town of Blackfalds' QMP and planning system.
- d) Training to ensure that the proponent's Safety Codes Officers and other organization employees receive all professional development and educational upgrades necessary to maintain their certification and designation, receive necessary training in Standatas and other relevant bulletins as they are issued, and any other training or education that the Town of Blackfalds deems necessary.

#### **10. Contract**

- a) The term of the contract between the Town of Blackfalds and the successful bidder will be three (3) years, with an option for a two (2) year extension if mutually agreed upon by both parties.
- b) The contract between Town of Blackfalds and the successful bidder will include a clause that provides for mutual discussions and resolutions between the two parties on any emergent issues impacting the agreement and/or the fees collected.

#### **11. Timeline**

The Town of Blackfalds has targeted to be ready to provide Safety Codes services in the disciplines by May 1, 2021. Proponent's bids must be prepared on this basis.

#### **12. Data Management**

The preferred database of record for the management of information related to Safety Codes services is the E-Site system. The Town of Blackfalds will use E-Site for storage and retrieval of Safety Codes information, and for issuance of Safety Codes permits. Equivalent database programs may be considered in addition to the use of the E-Site System.

### **5.0 SPECIAL PROVISIONS**

In addition to the General Terms and Conditions in Section 6 the following will also apply in the event actual Contract documents are drawn up:

#### **5.1 Letter of Irrevocable Credit/Guarantee**

- 1. The successful proponent will be required to provide to the Town an irrevocable unconditional Letter of Credit or a Letter of Guarantee meeting all of the same criteria, hereinafter referred to as the "Letter of Credit". The Letter of Credit shall be in a form and from a financial institution acceptable to the Town and payable to the Town upon presentation.

2. The Letter of Credit shall remain valid throughout the term of the contract and shall not expire until such time that the Town deems that all services have been satisfactorily completed.
3. The Town may call for payment under the Letter of Credit if but not limited to:
  - a) there has been default by the contractor due to non performance or inadequate performance by the Agency of the Services
  - b) the Agency has not performed the Services to the satisfaction of the Town
  - c) issuance of excessive or unsubstantiated orders or abuse of powers
  - d) non-conformance with the Act, the Regulation, or the Permit Regulation or any other regulations passed pursuant to the Act
  - e) an inability to provide effective and appropriate Services
  - f) the value of the Letter of Credit shall be \$25,000.

The Letter of Credit will be submitted to the Town within fifteen (15) days after the execution of the contract.

## **5.2 Insurance**

1. Comprehensive or Commercial General Liability in an amount of not less than one million (\$1,000,000.00) inclusive per occurrence insuring against bodily injury or damage to property of others (including loss of use thereof) and such policy shall include a Cross Liability clause and Contractual Liability coverage.
2. All Risks Liability to include Valuable Paper and Records Insurance on all such items pertaining to the Services in an amount adequate to enable their reconstruction.
3. All insurance certificates will be submitted to the Town within fifteen (15) days after the execution.

## **5.3 Business License**

1. As per Section 7: Item 2.0, the successful proponent will be required to obtain a Town of Blackfalds Business license wherein the Proponent will be required to provide an applicable business license number prior to receipt of any payment.

Town of Blackfalds Business license number \_\_\_\_\_

## **6.0 EVALUATION**

Proposals will be evaluated in three stages.

The first stage will consist of a review of all proposals to ensure that each proposal was received on time, that the certification is properly completed and signed, and that the proposal is compliant with all other submission requirements. Proposals found to be non-compliant will be returned and given no further consideration.

The second stage will consist of an evaluation of the written proposal, which the evaluation team will rate based on the following criteria:

Service Levels .....	25%
Project Team .....	20%
Fee Split .....	15%
Corporate Profile .....	5%
Proposal Quality (i.e. layout, readability, adherence to bid format requirement, etc.).	5%
Corporate Disclosure .....	5%
Training .....	5%
Database Management .....	5%
References & Interview – third stage .....	15%

For the third stage, a short list of proponents will be invited to attend an interview at the Town Office. The project team, as identified in Section 3.4.5 and Section 4.4.3, must attend this interview. The focus of this interview will be on the experience and “fit” that the project team can bring to Town of Blackfalds with respect to working with Town ratepayers, Council, Administration, and contractors in providing Safety Codes Services in Town of Blackfalds.

## **7.0 APPROVAL PROCESS**

After the third stage, the proposals will be ranked in the sole and unfettered discretion of the Town in order from the proposal considered most advantageous to the Town to the proposal considered least most advantageous. Thereafter, Town Administration will make a recommendation to Town Council to commence negotiations of a contract with the proposal considered most advantageous. In the event that Town Council votes to direct same, Administration will commence negotiations of a contract based on the RFP with the proponent deemed most advantageous. In the event that Administration is unable to negotiate such a contract, Administration may elect to terminate such negotiations, and commence negotiations with the proposal deemed next most advantageous to the Town.

## 8.0 General Terms and Conditions

### 1.0 SCOPE

These Terms & Conditions form a part of each RFP of Town of Blackfalds, or any group associated with the Town of Blackfalds, which is stated to be subject to the Town of Blackfalds Terms & Conditions: Materials and Supplies. Accordingly, such Terms & Conditions shall form a part of each Contract created by the acceptance of a Proposal relating to such RFP.

### 2.0 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:

**“Business License”** means a Town of Blackfalds Business License as required by Town of Blackfalds' Business License Bylaw.

**“Closing Time”** means the “Closing Time” specified in the RFP.

**“Contract”** means the agreement(s) entered into by the County with the successful Proponent(s) for the goods, services or goods and services described in the RFP.

**“Control”** means that the Town has the authority to manage the Record, including its creation, use, disclosure and disposal.

**“Custody”** means that a party has physical possession of the Record.

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

**“Owner”** means Town of Blackfalds.

**“Proponent”** means a person, firm or company submitting a proposal to the Town of Blackfalds pursuant to the RFP.

**“Proposal”** means the offer of a Proponent to furnish materials, supplies or services in response to an RFP.

**“Record”** means information in any form, including 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 Blackfalds, including all forms to be included as part of any proposal.

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

**“Town”** means the Town of Blackfalds

**“Transitory Record”** is one that:

- has only temporary usefulness,
- is not subject to legislated retention,
- is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records are:

- a) Temporary information that can be destroyed once acted upon, (i.e. phone messages, routing slips, diaries, opened envelopes, and informal notes of little consequence)
- b) Duplicate documents when nothing substantive has been added, changed or deleted; the copy was created for convenience of reference purpose; and the master Record is kept on file for the retention period, (i.e. copies of minutes,

- c) Draft documents and working materials are those Records used to prepare the master Record that is on file, (i.e. rough notes, preliminary drafts, dictating tapes, etc.)

Exceptions to a), b), and c) above are respectively:

- When substantive information is recorded, (i.e. when a date stamped envelope is proof of receipt).
- When substantive information is recorded on a copy; where copies of documents go to different units for different uses, (i.e. a multi-part form); or when the master Record is not on a file.
- When draft documents have value in substantiating or providing background material for the master Record, such as audit working papers.

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

### 3.0 PROPOSAL CONDITIONS

Proponents shall carefully read the Request for Proposal 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 Owner to mean that the Proponent agrees to abide by and carry out all conditions set forth in the proposal documents.

### 4.0 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 facsimile only, not less than three (3) days before the proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, The Owner will issue addenda, which will become part of the proposal documents. Should the Proponent fail to bring the discrepancy, omission, ambiguity or conflict to the attention of The Owner within the aforesaid time, the Proponent shall accept the decision of The Owner as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Proponent has included the most costly alternative in its proposal.

### 5.0 ERROR IN PROPOSAL

No proposal shall be altered, amended or withdrawn after the time specified for opening proposals. 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.

### 6.0 RIGHT OF REJECTION OR ACCEPTANCE OF PROPOSAL

The Owner reserves the right, in the Owner's sole and unfettered discretion, to:

- accept any Proposal submitted prior to the RFP Closing Time, as specified in the RFP;
- accept the withdrawal of such Proposal as permitted hereunder or by the RFP;
- to reject any or all Proposals, at any time without further explanation
- disqualify or reject any proposals which contain qualifying conditions or otherwise fail to conform to these proposal documents;
- to waive or rely upon non-compliance, irregularities and informalities with the proposal documents, specifications or any conditions;
- if the Proponent fails to state the time within which a proposal must be accepted, it is understood and agreed that the Owner shall have sixty

correspondence, publications, prints of a microfilmed Record, etc.)

**7.0 SUBMISSION OF PROPOSAL**

- .1 Proposals shall be submitted in the format identified in the RFP documents.
- .2 Proponents shall accept collect calls or provide toll-free telephone numbers for inquiries from the Town of Blackfalds.
- .3 No proposal shall be altered or amended after the Closing Time without the agreement of Town of Blackfalds.
- .4 Prices included in the Proposal shall be FOB the Owner's site specified in the RFP unless clearly stated otherwise.
- .5 Proponents are specifically advised to note that where the RFP includes Sites of Users, it is intended that the Users will have the same rights relative to goods or services provided to their Sites that the Town has under the Contract, whether or not the Users become a party to the Contract. Where the User is not a party, the Town will be deemed to be an agent of the User for all purposes other than payment.
- .6 No Proposal award decision will be made until the County has had an opportunity to examine and evaluate all Proposals.

**8.0 PROPOSAL MODIFICATIONS**

Proponents wishing to amend their proposal prior to the RFP closing time may do so by:

- .1 delivering, in writing, the modification to the address as noted in the "Instructions to Proponents"
- .2 clearly identifying the differences between the original submission and the modified version
- .3 the modified version must follow the same format for delivery as the original, but clearly indicating that the second submission is a modification to the original
- .4 ensuring that the modification is signed by the authorizing representative who had signed the original

The modification will override only those areas applicable to the original submission. Only one modification submission is permitted per Proponent.

Modifications will follow the same evaluation, terms and conditions as set out in this RFP.

**9.0 PROPOSAL WITHDRAWAL**

- .1 The Proposal may be withdrawn at any time up to one (1) hour prior to the RFP Closing Time but only on the submission of a request in writing signed by the Proponent at the office at which the Proposal was originally submitted. The proposal withdrawal request may be submitted by fax.
- .2 No Proposal shall be withdrawn following the RFP Closing Time unless some other person has been awarded the Contract or unless a period of time as stated in the RFP document has expired from the RFP Closing Time. A Proposal, which has not been accepted at the expiration of such time, shall be deemed to be automatically withdrawn at that time.
- .3 Negligence or errors on the part of the Proponent in preparing the Proposal documents confers no right for the withdrawal of Proposal after it has been opened.

(60) days to accept.

The lowest or any Proposal will not necessarily be accepted.

**10.0 SUBSTITUTIONS**

Proponents are encouraged to quote substitutions or alternate item(s) unless specifically identified as no substitution (no sub), but the responsibility of obtaining "equal to or exceeding" quality lies solely with the Proponents. Each alternate submission should include brochures, performance and test dates, etc., that will confirm "equal to or exceeds" quality specifications requested. The Owner reserves the right to have the Proponent provide samples of alternate / substitution item(s) for evaluation without any cost incurred by the Owner. The Owner will be the sole judge as to the acceptability of the substituted item(s). Costs incurred in the preparation of a proposal, provision of samples, or attendance at a pre or post award site meeting.

**11.0 DISCUSSION**

The Owner reserves the right to conduct discussions with any Proponent that submitted a proposal to assure full understanding of the proposal submitted.

**12.0 PROPOSAL AWARD**

A proposal award decision may be made after the Owner has had an opportunity to examine and evaluate all proposals in detail. The Owner reserves the right to reject any or all proposals and to accept any part of one or more proposals. The decision of the Owner is final. This proposal does not commit the County 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.

**13.0 PROPOSAL REQUIREMENTS**

Requirements are as listed and detailed in the "Scope of Work" of this document.

**14.0 CERTIFICATION**

The Town of Blackfalds will not evaluate any Proposal until such time that the signed certification is received. If the signed certification is not enclosed at the time of the Proposal submission, the Town will make an effort to contact the proponent for the certification at which time the proponent will have two (2) business days to forward the signed certification. If no signed certification is received within the two business days, the Proposal will be disqualified and returned via mail to the proponent.

- Order of contact will be as follows:
- Telephone call
- Fax
- Email

Contact will have been considered made through any and all of these means. The proponent will then have two (2) business days in which to provide the signed certification and faxing will be acceptable in this instance.

Proponents must date and sign their submission in Section 10.0. Failure to complete and sign will disqualify a proposal.

Note: A signed covering letter will not replace the requirement for signing the certification document.

**15.0 ALBERTA FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

**Intent:** This section provides general information regarding the

**16.0 AMENDMENTS**

The Owner reserves the right to amend or revise the proposal documents by addenda up to forty-eight (48) hours prior to the proposal closing time. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda by Proponents shall be acknowledged. It is the Proponents responsibility to ascertain and verify, prior to the closing time, that it has received any and all addenda issued in relation to this proposal package

**17.0 CONTRACT**

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

**18.0 NEW TECHNOLOGY**

In the event that new technology is introduced during the term of any Contract relating to the materials, supplies and services provided under the Contract, and; if in the opinion of the Owner that new technology is deemed a requirement of the Owner, the Vendor will be notified of such Findings. Discussions, regarding suitability of the new technology in relation to the existing stated requirements, will be held with the awarded supplier.

**19.0 TIME**

All Time, except time of payment, is of the essence.

**20.0 ASSIGNMENT**

This contract shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party may assign this contract, or any of its rights or obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the contractor hereunder shall be subcontracted to or performed on behalf of the contractor by any third party, except upon prior written permission by the Owner.

**21.0 COMPLIANCE WITH LAWS**

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

**22.0 FINANCIAL**

The Owner reserves the right to investigate Proponents financial position.

**23.0 REFERENCES**

The Proponent shall include evidence, satisfactory to the Owner, of ability to perform.

**24.0 METHOD AND ORDER**

Proponents shall provide and include with their proposal submission an address, telephone number and / or facsimile number to which any resulting contract may be directed.

Such indemnification shall survive this agreement.

responder's obligations in relation to the Alberta Freedom of Information and Protection of Privacy Act for the handling of information and Records related to both the responses to this Request for Proposal and any subsequent contract. Responders may wish to seek their own legal advice on specific aspects of these obligations.

**25.0 PROPOSAL PRICES**

- Proponents must specify pricing structure as identified in the appropriate section of this document.
- Pricing shall be quoted in Canadian dollars.
- Proponents are to quote prices based on F.O.B. the Owner's site specified.
- The Owner reserves the right to request satisfactory evidence of any price amendment.
- Proponent must specify down payment expectations.

**26.0 SOLE BID**

In the event that only one bid is received, the Town of Blackfalds will request from that sole Proponent the following information:

- (a) Current published public sector pricing;
- (b) Paid invoices for like items (like quality and quantity);
- (c) Price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, insurance, and any other applicable costing related to the product the Owner feels justifies the cost of the product.

In the event of non-performance, the Owner reserves the right to acquire the items from alternative sources, and the vendor shall be responsible for any excess cost occasioned thereby and will pay the amount thereof to the Owner on demand. If the Vendor defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with this agreement as it affects the Vendor's obligations, the Owner may, at its sole discretion, terminate any remaining portion of this contract with the Vendor upon five (5) days written notice delivered to the vendor, free of any claim of the Vendor of every nature and kind.

**27.0 VENDOR PERFORMANCE / DEFAULT**

Vendors aware of potential or pending supply difficulties must notify the Owner immediately of such difficulties before lack of supply of contracted products endangers the Owner's ability supply products to user areas

**28.0 FORCE MAJEURE**

- .1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, government action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.
- .2 In the Event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- .3 Should the Force Majeure event last for longer than thirty (30) days; the Owner may terminate the Agreement by notice to the contractor without further liability, expense or cost of any kind.

**29.0 GOODS AND SERVICES TAX**

The Owner is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

**30.0 INDEMNIFICATION**

The Vendor shall indemnify and hold the Owner harmless with respect to

### 31.0 COMMITMENTS

Nothing in this RFP shall be construed as authority for the selected Vendor to make commitments, which shall bind the Owner to otherwise act on behalf of The Owner, except as the Owner may expressly authorize in writing.

### 32.0 PERSONAL INJURY / PROPERTY DAMAGE

The Owner shall not be liable or responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Vendor, its employees or agents, in the performance of any agreement.

### 33.0 INSURANCE

The Vendor, with whom the Owner wishes to enter into an agreement, shall, at the Vendor's own expense, provide the Owner, with the following applicable Certificate of Insurance, with an insurer license in Alberta, prior to the commencement of any contract resulting from this Request for Proposal:

- .1 Comprehensive general liability for an amount of not less than two million dollars (\$ 2,000,000.00) inclusive per occurrence.
- .2 Standard automobile insurance for all vehicles owned, licensed, or leased by the successful proponent for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- .3 Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- .4 Professional liability insurance for an amount of not less than one million dollars (\$2,000,000.00) inclusive per occurrence.
- .5 Errors and Omissions insurance for an amount of not less than one million dollars (\$2,000,000.00) inclusive per occurrence.

### 34.0 WORKER'S COMPENSATION BOARD STATEMENT

The Vendor shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta, amendments thereto, or any successor legislation; and shall upon notice by the Owner, provide evidence satisfactory to the Owner of said compliance with the Act within two (2) business days of request by the Owner.

### 35.0 GOVERNING LAW

Any agreement resulting from the Request for Proposal is governed and interpreted in accordance with the laws of the Province of Alberta.

### 36.0 JURISDICTION

The parties agree that the laws of the Alberta shall govern the contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

### 37.0 LIMITATIONS OF DAMAGES

Irregardless of whether or not a proponent is successful in the award of this proposal, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating

all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Owner with to the agreement or in respect of the competitive process, and the

respect to this Agreement.

The Vendor shall indemnify and hold harmless the Owner, its employees and agents, from any and all claims, demands, actions, and costs what-so-ever that may arise, directly, or indirectly, out of any acts or omissions of the Vendor in this Agreement.

Proponent, by submitting a proposal, waives any claim for loss of profits if no agreement, irregardless of form, is made with the proponent.

### 38.0 CONFIDENTIALITY

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

The purpose of collecting personal information required to be provided in this RFP is to enable the Town of Blackfalds to ensure the accuracy and reliability of the proposal, and to evaluate the submission in response to the RFP. This information is required by the Town of Blackfalds to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to the Town of Blackfalds under this Request for Proposal that the privacy of the personal information as well as its possible disclosure by the Town of Blackfalds to third parties, upon request, will be governed by the FOIP Act.

Questions about the collection of personal information pursuant to this Request for Proposal shall be submitted to the FOIP Coordinator, (please refer to the RFP, Instruction to Proponents, Item 4.1 Inquiries).

### 39.0 DISCLOSURE OF PROPOSAL CONTENTS

In the event that the Owner chooses to have a public opening, the Owner will only disclose the proponent's name and the total bid price, with or without GST as requested in this RFP.

After all proposals have been opened, the Owner may, at its discretion, release to the public a summary of proponents and the proposal price submitted by each proponent.

Should the Owner make an award of this proposal, the awarded proponent's name and total bid including GST will be made known to the other proponents who had responded to this particular RFP.

At no time will the Town disclose the details of any proposal submitted unless requested under the *Freedom of Information and Protections of Privacy Act* as outlined in Section 38 above.

END OF GENERAL TERMS AND CONDITIONS



## Building Site Inspections

A SCO will conduct site inspections at the stages indicated in the following tables:

### Site Inspection Stages for Part 9 Buildings Not Requiring Overall Professional Involvement

<p>New Construction <b>OR</b> Alteration, addition renovation, reconstruction, change of occupancy, (with a value of work more than \$20,000)</p>	<p>Single and Two Family Dwellings (Group C)</p>	<p>4</p>	<ul style="list-style-type: none"> <li>▪ footings</li> <li>▪ complete foundation (prior to backfill)</li> <li>▪ solid or liquid fuelled appliance(s) &amp; framing (prior to covering up with insulation and vapor barrier)</li> <li>▪ insulation and vapour barrier (prior to drywall)</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>▪ final occupancy, including HVAC completion (within 180 days of permit issuance)</li> </ul>
<p>New Construction <b>OR</b> Alteration, addition renovation, reconstruction, change of occupancy, (with a value of work more than \$20,000)</p>	<p>Multi-family Residential, Townhouses, Small Apartments (Group C)</p>	<p>4</p>	<ul style="list-style-type: none"> <li>▪ footings</li> <li>▪ complete foundation (prior to backfill)</li> <li>▪ solid or liquid fuelled appliance(s) &amp; framing (prior to covering up with insulation and vapor barrier)</li> <li>▪ insulation and vapour barrier (prior to drywall)</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>▪ final occupancy, including fire alarm and HVAC completion (within 180 days of permit issuance)</li> </ul>
<p>New Construction <b>OR</b> Alteration, addition renovation, reconstruction, change of occupancy, (with a value of work more than \$20,000)</p>	<p>Business &amp; Personal Services, Mercantile, Med. &amp; Low Hazard Industrial (Group D, E, F2, F3)</p>	<p>4</p>	<ul style="list-style-type: none"> <li>▪ footings</li> <li>▪ complete foundation (prior to backfill)</li> <li>▪ HVAC rough in</li> <li>▪ framing, structure (prior to insulation and vapour barrier)</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>▪ final and occupancy, including HVAC completion (within 180 days of permit issuance)</li> </ul>
<p>Alteration, addition, renovation, reconstruction, change of occupancy (with a value of work of \$20,000 or less) <b>OR</b> Other types of permits not covered in this table</p>	<p>All types of Part 9 Buildings (Group C, D, E, F2, F3)</p>	<p>2</p>	<ul style="list-style-type: none"> <li>▪ framing</li> <li>▪ final</li> </ul>

## Site Inspection Stages for Part 3 Buildings Not Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stage (NOTE: inspect all work in place at time of inspection)
New Construction <b>OR</b> Alteration, addition renovation, reconstruction, change of occupancy, (with a value of work more than \$20,000)	A, B, C, D, E, F	4	<ul style="list-style-type: none"> <li>▪ foundation</li> <li>▪ framing, structure</li> <li>▪ heating and ventilation</li> <li>▪ interior partitioning</li> </ul> <b>AND</b> <ul style="list-style-type: none"> <li>▪ final occupancy (within 365 days of permit issuance)</li> <li>▪ NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</li> </ul>
Alteration, addition, renovation, reconstruction, change of occupancy (with a value of work of \$20,000 or less) <b>OR</b> Other types of permits not covered in this table	A, B, C, D, E, F	2	<ul style="list-style-type: none"> <li>▪ framing</li> <li>▪ final/occupancy</li> </ul>

## Site Inspection Stages, Part 9 or Part 3 Buildings Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stage (NOTE: inspect all work in place at time of inspection)
New Construction <b>OR</b> Alteration, addition renovation, reconstruction, change of occupancy, (with a value of work more than \$20,000)	A, B, C, D, E, F	2	<ul style="list-style-type: none"> <li>▪ interim inspection at approximately the mid-term of the work</li> </ul> <b>AND</b> <ul style="list-style-type: none"> <li>▪ final/occupancy</li> </ul>
Alteration, addition, renovation, reconstruction, change of occupancy (with a value of work of \$20,000 or less) <b>OR</b> Other types of permits not covered in this table	A, B, C, D, E, F	1	<ul style="list-style-type: none"> <li>▪ final/occupancy</li> </ul>

**Site Inspection of labeled mobile home sitting, and minor residential improvements including detached garages, decks or basement renovations** will consist of at least one site inspection within 90 days of permit issuance, or at the discretion of the SCO, consist of a completed Verification of Compliance.

**Site Inspection of Part 10 buildings** will consist of at least one on-site inspection at the final set-up stage within 90 days of permit issuance.

**Site Inspection of Solid or Liquid Fuelled Heating Appliances (under separate permit)** will consist of at least one on-site inspection, prior to covering, within 90 days of permit issuance.

**Site Inspection of Mechanical, Heating, or Ventilation Systems (under separate permit)** will consist of at least one on-site inspection at the completion stage, prior to covering, within 90 days of permit issuance.

**Site Inspection For Demolition permits (under separate permit)** will be at the discretion of the SCO responsible for permit issuance for single family dwellings and their accessory buildings, and will consist of at least one on-site inspection prior to demolition for all other buildings.

**Site Inspeccion of Non-flamable Medical Gas Piping Systems** will be at the discretion of the SCO responsible for permit issuance. The SCO will follow up all ABC deficiencies identified by the testing Agency, to ensure compliance.

END OF SECTION

**9.0 SCHEDULE OF FEES**

**10.0 CERTIFICATION**

Failure to complete, sign and submit this certification with the proposal package, may disqualify this proposal

We \_\_\_\_\_  
(Legal Company Name)

Of \_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

Having examined and read the quotation documents for RPF for provisions of Safety Codes Services as issued by the Town of Blackfalds, do hereby bid and agree to provide the services/products in accordance with the proposal/RFP documents, and do hereby agree to accept the terms and conditions set out in this Request for Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

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

The personal information provided by you is being collected under the authority of the Municipal Government Act (the "Act") and will be used for the purposes under that Act. The personal information that you provide may be made public, subject to the provisions of the Freedom of Information and Protection of Privacy Act.