



**REQUEST FOR EXPRESSIONS OF INTEREST**

**4658EOI - GENERAL CONTRACTOR FOR WATERMANIA AQUATIC CENTRE IN  
THE CITY OF RICHMOND**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **12:00 pm local time on Tuesday, May 1, 2012** (the “Closing Date/Time”).

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## **1.0 Introduction**

- 1.1. The City of Richmond (the City) invites Expressions of Interest (EOI) from General Contractors for construction services at Watermania aquatic centre located at 14300 Entertainments Boulevard, Richmond, BC.

## **2.0 Background**

- 2.1. The City's 2012 Watermania project (the "Project") includes pool basin and deck refinishing, drywall replacement and mechanical room repairs which need to be completed within six (6) weeks of contract award. The City requires a General Contractor who has experience in pool remediation, specifically masonry work and deck refinishing as well as pool lighting and mechanical systems. The General Contractor must be able to mobilize specialized trades quickly to meet the required timeline.

## **3.0 Objectives**

- 3.1. The objective of this EOI is to pre-qualify General Contractors for the Project. The City may issue a formal Request for Proposals to the General Contractors that have been pre-qualified as a result of this EOI.

## **4.0 Definitions**

- 4.1. Throughout this EOI the following definitions apply:
  - a) "Expression of Interest" means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
  - b) "Respondent" means an individual or a company (vendor) that submits, or intends to submit, a Response;
  - c) "Response" or "Submission" means an Expression of Interest;

## **5.0 Scope**

- 5.1. The Project involves the restoration of the Watermania Pool natatorium and the mechanical areas of the facility. In the pool natatorium, the work scope will include basin and wall resurfacing of the fifty (50) meter pool, wall resurfacing of the wave pool, deck resurfacing and replacing drywall in pool natatorium area. Electrical work includes removing the retractable lighting rails and installing the existing lighting fixtures to the beams. The Project will also include addressing the ventilation and chemical containment issues in the north and south mechanical rooms.

The preliminary construction budget is \$800,000. The construction work is scheduled for September 4, 2012 through October 9, 2012 inclusive.

## **6.0 Pre-qualification Process**

- 6.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this EOI.
- 6.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City the opportunity to evaluate Respondent's expertise and to select a shortlist that will be invited to submit a proposal in response to a Request for Proposals. This EOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

## **7.0 Requests for Proposals**

- 7.1. Respondents, who are pre-qualified as a result of this EOI process, may be invited to submit proposals, if required, to a Request for Proposals ("RFP") from the City. The City anticipates that, if required, the RFP may be distributed three to four weeks following the completion of the EOI process.

## **8.0 Qualification Criteria**

- 8.1. The successful Respondent shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this EOI.

## **9.0 Submission Details**

- 9.1. Respondents are requested to submit three (3) copies of their Expression of Interest marked "4658EOI – General Contractor for Watermania Aquatic Centre in the City of Richmond" to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before the Closing Date/Time.
- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions. Questions relating to this EOI may be directed to Sumita Dosanjh, Buyer II - Contracting Specialist by email to [purchasing@richmond.ca](mailto:purchasing@richmond.ca). Inquiries and responses relating to the EOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City's website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this EOI.
- 9.3. Any submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

## 10.0 Format Requirements

10.1. Responses submitted shall consist of:

### I. Title Page (1 page):

- a. The title page should identify the EOI number identified on the cover page of these pre-qualification documents, Closing Date/Time (as specified in Section 9.1), Respondent's name, address, telephone number fax number, email address and contact person's name.
- b. Table of Contents/Index

### II. Corporate Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide client references, where possible.
- d. Provide a history of litigation or claims made against the Respondent during the three (3) years immediately prior to the Closing Date/Time.

### III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the role of Consultant.
- b. Provide resumes of proposed key personnel.
- c. Provide a letter from a bonding company confirming the Respondent's binding capability and provide a certificate of existing commercial general liability insurance.

### IV. Completed and Current Projects:

- a. List three (3) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers.

- b. Describe capacity to undertake this Project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Outline of Services:

- a. Provide a brief discussion of your methodology and approach to providing this Project.
- b. Provide a Project timeline.

**11.0 Review of Submissions**

- 11.1. The City will review the Expressions of Interest submitted to determine whether, in the City of Richmond's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this EOI.

**12.0 Inquiries**

- 12.1. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.
- 12.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

**13.0 Non-Conforming Submissions**

- 13.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of this RFEOI may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFEOI, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFEOI except the requirement of delivery of the Proposal prior to Closing Date/Time.

**14.0 Notifications and RFP Process**

- 14.1. Following the Closing Date/Time, the City will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their proposal under an RFP process, if required.

- 14.2. The City will not approve any change in the structure of formation of a short listed Respondent.
- 14.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:
  - a) amend the scope and description of the services to be procured under any RFP process as described in this EOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Respondents who meet the resulting amended requirements;
  - b) reject or accept any or all Submissions;
  - c) cancel the EOI process at any time and reject all Proposals; or
  - d) cancel the EOI process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.
- 14.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a Request for Proposal (RFP) for all or part of the requirements described herein or to enter into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its' entirety.
- 14.5. The Respondent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City of Richmond has no contractual obligations whatsoever arising out of the EOI process.
- 14.6. The Respondent acknowledges and agrees that the pre-qualification of a Consultant pursuant to this EOI is only a preliminary step in the City's procurement process. Each successful Respondent will be evaluated further under any subsequent RFP (if required) evaluation process.

## **15.0 Information Disclaimer**

- 15.1. The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to the Respondent or Consultant pursuant to this EOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice,

or documentation provided by the City. The information contained in this EOI is provisional and will be superseded by the RFP and/or other agreement documents.

- 15.3. The City makes no representation, warranty, or undertaking of with respect to this EOI and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

#### **16.0 Intent to Enter Into an Agreement**

- 16.1. By submission of an Expression of Interest, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for Expression of Interest.

#### **17.0 Modification of Terms**

- 17.1. The City reserves the right to modify the terms of this EOI at any time at its sole discretion. This includes the right to cancel this EOI at any time without liability to any Respondent.

#### **18.0 Ownership of Submissions**

- 18.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondent. The documents will be held in confidence by the City, subject to the provisions of Section 15.0.

#### **19.0 Right to Not Accept Any Expression of Interest**

- 19.1. The City reserves the right to not accept any Expression of Interest and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no Expression of Interest is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

#### **20.0 No Commissions**

- 20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.



## **21.0 Use of this Request for Expressions of Interest**

- 21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

## **22.0 Confidentiality, Freedom of Information and Protection of Privacy**

- 22.1. All submitted Expression of Interests shall become the property of the City of Richmond. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.
- 22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this EOI is confidential and must not be disclosed without written authorization from the City.

## **23.0 No Claim for Compensation of Expenses**

- 23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.
- 23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

## **24.0 Conflict of Interest**

- 24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the Expression of Interest.

## **25.0 No Solicitation**

- 25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this Request for Expression of Interest.

**26.0 No Lobbying**

26.1. From the date on which this EOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 9.2.

**27.0 Publicity**

27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Respondent's Response to this EOI, without the prior written consent of the City.