

# NANTON



TOWN OF NANTON

Request for Proposals

## ***Shared Water Distribution Study***

*(ACP Intermunicipal Collaboration Component for the Town of Nanton, Town of Claresholm, Town of Fort Macleod, Town of Stavelly, Municipal District of Willow Creek)*

Request for Proposal No. **2019-41-ICF Water**

Issue date:

Closing location:

*Town of Nanton*

*Town Office*

*1907 - 21 Avenue (PO Box 609)*

*Nanton, AB T0L 1R0*

*Attn: Clayton Gillespie, Manager of Corporate Services*

Closing date and time:

Five complete copies and a PDF of the proposal must be received by 12:00 p.m.(noon)  
on March 29<sup>th</sup> 2019

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# Executive Summary

## 1. Summary of the Request

The Willow Creek Region - Shared Water Distribution Study will provide a workable road map to move the municipalities within the MD of Willow Creek to sustainable and secure long-term water access and delivery while protecting the watersheds and environment in the long term. The local governments wish to examine regional and sub-regional aspects of the water delivery system from raw water sources, also ensuring that effluent discharges from wastewater facilities do not negatively impact the watersheds that are relied upon for safe and affordably treated drinking water.

The partnership will work with a selected engineering firm to examine raw water sources within the region for both quality and quantity, to determine the best source or sources of raw water to serve the region, sub regions and individual jurisdictions, identifying strategies for common and shared resources under new licencing and governance models where they make logistical, economic and environmental sense.

## Terminology and Administrative Requirements

### 2. Terminology

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

- a) “Contract” means the written agreement resulting from this Request for Proposal executed by the *Town of Nanton* and the Contractor for the Project which will include the Term Sheet(s) and any additional terms and conditions attached thereto;
- b) “Contractor” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the Town of Nanton;
- c) “must”, or “mandatory” means an essential prerequisite for a proposal to receive consideration;
- d) “Preferred Proponent” means the proponent selected by the *Town of Nanton* for proceeding to negotiation and execution of the Contract;
- e) “Project” means the completion of a Shared Water Distribution Study;
- f) “Proponent” means a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- g) “Province” means Her Majesty the Queen in Right of the Province of Alberta and includes the Provincial Treasury;

- h) “Region” is the collective jurisdictions of the Town of Nanton, Town of Claresholm, Town of Fort Macleod, Town of Stavelly, Municipal District of Willow Creek
- i) “Request for Proposal” or “RFP” means the invitation to Proponents to submit a proposal for the provision of the Project in accordance with requirements specified in this document;
- j) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals;
- k) “Sub-Region” is any combination of two to four municipal jurisdictions of the study region;
- l) “Successful Proponent” means the Proponent, if any, with whom the *Town of Nanton* executes the Contract.

### **3. Request for Proposal Process**

#### **3.1 Enquiries/Additional Information**

All enquiries related to this RFP are to be directed, in writing or e-mail, to the following person(s). Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the *Town of Nanton*'s option.

*Town of Nanton  
1907 21 Avenue  
Box 609  
Nanton, AB T0L 1R0*

*Contact Name: Neil Smith  
Title: CAO, Town of Nanton  
Telephone: (403) 646-2029  
Fax: (403) 646-2653  
E-mail: cao@nanton.ca*

#### **3.2 Proponents' Meeting**

There is no proponents' meeting scheduled

#### **3.3 Closing Date**

Two complete copies of the proposal must be received by 12:00 PM, (noon) on March 29<sup>th</sup> 2019 at:

*Town of Nanton  
1907 21 Avenue  
Box 609*

*Nanton, AB TOL IRO*

*Attention: Manager of Corporate Services*

Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP number, and the Project or program title.

### **3.4 Late Proposals**

Late proposals will not be accepted.

### **3.5 Eligibility**

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the *Town of Nanton's* opinion, give rise to a conflict of interest in connection with the Project.

### **3.6 Evaluation Committee**

Evaluation of proposals will be conducted by the CAOs of the study area jurisdictions, in collaboration with their Operations Managers, who will subsequently make a recommendation to Town of Nanton Council.

### **3.7 Evaluation and Selection**

They will check proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The *Town of Nanton's* intent is to enter into a Contract with the Proponent who has the highest overall ranking with respect to the desirable criteria.

### **3.8 Negotiation Delay**

If a written Contract cannot be negotiated within *ten* days of notification to the Preferred Proponent, or such earlier time as determined solely by the *Town of Nanton*, the *Town of Nanton* 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.

### **3.9 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the *Town of Nanton*.

### 3.10 Estimated Time-Frames

The following timetable outlines the anticipated schedule for the RFP and contract process. The timing and the sequence of events resulting from this RFP may vary and shall be ultimately determined by the *Town of Nanton*.

Event	Anticipated Date
Request for Proposal is issued	Feb 27 <sup>th</sup> 2019
Request for Proposal closes	Mar 29 <sup>th</sup> 2019
Proposal evaluation completed	April 6 <sup>th</sup> 2019
Preferred Proponent notified (in writing)	April 10 <sup>th</sup> 2019
Contract is signed	April 20 <sup>th</sup> 2019
Work commencement	May 1 <sup>st</sup> 2019
Substantial completion	October 30 <sup>th</sup> 2019

## 4. Proposal Preparation

### 4.1 Signed Proposals

The proposal must be signed by a person authorized to sign on behalf of the Proponent in order to bind the Proponent to statements made in response to this RFP. The Proponent should ensure its proposal includes a letter or statement(s) substantially similar in content to the sample provided in Appendix A.

### 4.2 Irrevocability of Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable, subject to section 4.6.

A Proponent who has withdrawn a proposal may submit a new proposal prior to the closing, provided that such proposal is done in accordance with the terms and conditions of this RFP.

### 4.3 Changes to Proposal Wording

The Proponent will not change the wording of its proposal after closing, as indicated in section 3.4 of this RFP, and no words or comments will be added to the proposal unless requested by the *Town of Nanton* for purposes of clarification.

### 4.4 Acceptance of Terms

Unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its proposal.

#### **4.5 Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting a proposal and for subsequent negotiations with the *Town of Nanton*, if any. The *Town of Nanton* will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing and submitting the proposal, loss of anticipated profit in connection with any potential Contract, or any other matter whatsoever.

#### **4.6 Duration of Proposal**

All proposals submitted will be irrevocable for *30 days* after the closing date.

#### **4.7 Currency and Taxes**

Fees, rates and prices quoted are to be:

- a) Canadian dollars; and
- b) exclusive of Goods and Services Tax.

#### **4.8 Completeness of Proposal**

By submission of a proposal the Proponent warrants that, if this RFP requires a Proponent to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

### **5. Additional Terms**

#### **5.1 Sub-Contracting**

Sub-contracting for the purpose of surveying or water/soil testing is permitted, but must be clearly addressed and explained in the proposal.

#### **5.2 Acceptance of Proposals**

- a) This RFP should not be construed as an agreement to procure goods or services by the *Town of Nanton*. The *Town of Nanton* is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The *Town of Nanton* will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute authorization of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### **5.3 Form of Contract**

By submission of a proposal, the Proponent agrees that, should it be identified as the Preferred Proponent, it is willing to enter into a contract with the *Town of Nanton* incorporating substantially all the provisions set out in the Project Scope and Requirements.

Each Proponent should provide a copy of their standard form of contract and must be prepared to modify the terms of that form and other related documents to reflect the requirements of this RFP, its proposal and any changes agreed to through negotiations.

### **5.4 Liability for Errors**

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

### **5.5 Modification of Terms**

The *Town of Nanton* reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the preferred Proponent.

### **5.6 Ownership of Proposals**

All documents, including proposals, submitted by Proponents in response to this RFP become the property of the *Town of Nanton*. They will be received and held in confidence, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **5.7 Use of Request for Proposal**

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

### **5.8 Confidentiality of Information**

Information pertaining to the Town of Nanton obtained by the Proponent as a result of participation in this Project is confidential and must not be disclosed without written authorization from the *Town of Nanton*, as the case may be.

## 5.6 Liability

Notwithstanding any other provision of this Request for Proposal, it is expressly understood and agreed that the Town of Nanton will not and shall not under any circumstances whatsoever, including without limitation whether pursuant to contract, tort, statutory duty, law, equity or otherwise, and including but not limited to any actual or implied duty of fairness, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually "Claims") incurred or suffered by a Proponent as a result of, arising out of or related to the RFP, any error or omission in any part of the RFP, the preparation, negotiation, acceptance or rejection of any proposal, the rejection of any Proponent, the cancellation, suspension or termination of the RFP, or the postponement, suspension or cancellation of the Project, and further the Proponent hereby waives and releases the *Town of Nanton* from and against any and all such Claims.

Without limiting the generality of the foregoing, it is expressly understood and agreed that the Town of Nanton shall not be under any obligation whatsoever to enter into a Contract with a Proponent or anyone else and may cancel the RFP at any time for whatever reasons the *Town of Nanton* in its sole, absolute and unfettered discretion considers to be in its best interest.

## 6. Project Scope and Requirements

### 6.1 Scope of Work

The study must address the following:

1. Effectiveness, quality, lifespan, as well as geographical challenges of the region's collective water resources to determine the recommended location(s) for shared infrastructure and services where financially and logistically viable.
2. The costs and routing of distribution pipelines through the region/ sub-regions and a conceptual phasing plan to achieve an enhanced delivery model.
3. Applicable modelling for water pipelines, chlorine degradation and booster stations for chlorine and pressure.
4. Wastewater discharge locations will be examined so that we can be assured that we will not be harming areas of the watershed due to changes in source locations. This would include review of wastewater effluent records held by both the local governments and Alberta Environment.
5. Options for the governance of regional or sub-regional water delivery that would be recommended for the oversight and management of shared distribution and treatment systems.
6. Options for equitable and fair approaches to the operational management and financial renewal of shared water distribution and treatment capital assets.

The partnership has several well-defined issues around the supply and distribution of raw water that must be studied as part of the project:

1. Town of Nanton: an existing surface raw water resource that is costly to treat, maintain and lacks supporting groundwater volumes to blend that could reduce odour and taste issues which concern residents, businesses and prospective developers;
2. Town of Stavely: an interest in exploring the potential of exporting both surplus treated water and wastewater effluent (the Village has an aging lagoon system) to Nanton;
3. Town of Fort Macleod: no specific issues or information referenced;
4. Town of Claresholm: The Town of Claresholm does not have any issues with either of their water or wastewater systems at present. They have a fairly new water treatment plant as well as sewage lagoons. They treat water for the MD of Willow Creek as well as the Town of Granum.
5. Municipal District of Willow Creek: The Municipal District of Willow Creek contracts water operations and maintenance services from the Town of Claresholm and Lethbridge County. The MD has one independent stand-alone water treatment system for the Hamlet of Moon River Estates and purchases treated water from the Town of Claresholm for the Claresholm Industrial Area and the Pipeline Water Users.

The MD wishes to partner with the 5 urban municipalities, through this project, to explore ways to facilitate a regional approach to water and wastewater management. The prospect of pipelines delivering treated water would have a positive impact on rural water users who may have access to such a service. The MD purchases the capacity of the line between Claresholm and Granum for an eventual build out for the Leavings Water Users. Such a line between Stavely and Nanton would facilitate access in the north end of the MD.

6. Struggles with sustainably recruiting and retaining a sufficient pool of EOCP Level 2 Water Treatment, Water Distribution and Wastewater Operator employees across all local governments.

## **6.2 Contract Price**

The Contract Price must include a proposed budget for:

- Kick-off, intermediate reporting and final reporting meetings with the CAO group;
- Site visits and existing infrastructure asset research relevant to the Scope of Work;

- Engineering, geotechnical, climatological, planning, hydrological, water licencing estimates and other research processes relevant to the Scope of Work;
- Governance structure review/ analysis for regional or sub-regional water distribution models;
- Analysis and report production that includes recommended conceptual approaches and approximate costs of implementation/ construction;
- A presentation meeting for the region’s elected officials and Provincial Government invitees;
- 15% contingency.

### 6.3 Insurance

The Contractor shall provide Town of Nanton with proof of suitable liability and Errors and Omissions insurance coverage.

## 7 Evaluation Criteria

### 7.1 Mandatory Criteria

The following are mandatory requirements. Proposals not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Criteria	
a)	The proposal must be received at the closing location by the specified closing date and time, as per section 3.3 of the RFP.
b)	Five (5) copies of the proposal must be submitted in hard copy and one in the form of a PDF for easy distribution to CAOs for review.
c)	The proposal is formally signed, authorized and binding on the Proponent.
d)	Confirmation of eligibility and no conflict of interest
e)	Acceptability of Form of Contract as per section 5.3 of the RFP.

## 7.2 Desirable Criteria Scoring Key

The following is the scoring key for the CAO group evaluating the proposals.

Criteria	Score out of 100
Proponent Profile	15
Relevant, recent assignment overview	15
Background, experience and qualifications	20
Comprehensive Proposal	30
Quotes and Fees	20

## 8. Proponent Response

In order to receive full consideration during evaluation, proposals should include the following:

### 8.1 To Meet Mandatory Criteria

Proposals must meet the mandatory criteria presented in Section 7.1. Proposals meeting the mandatory requirements will be further assessed against the desirable criteria presented in Section 7.2 and 8.2 as follows:

### 8.2 To Meet Desirable Criteria

- a) Proposals will be evaluated based on Proponents' abilities and experience as presented in the proposals. Proponents should clearly identify the following in their proposal and budget:
- *The organizational profile of the Proponent;*
  - *Any recent and relevant assignments (provide overview);*
  - *A summary of the background, experience and qualifications of assigned personnel, their proposed area of involvement, area of expertise, list of relevant past projects and client references, including, as applicable, experience with public sector waterworks projects;*

- *A comprehensive proposal for the Project and a complete explanation of how the proposal and alternatives presented, if any, would meet the stated objectives of this RFP;*
- *A detailed list of the security and covenant requirements, terms and conditions of the proposed Project.*
- *Quotes and fees presented in the proposals will be evaluated and should be broken out in detail as articulated in 6.2.*

## **9. Proposal Format**

The following format and sequence should be followed in order to provide consistency in proposals and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- f) Proposal covering letter. Please use sample provided in Appendix A. An authorized officer of the Proponent must sign this letter.
- g) Title Page including the name of the Request for Proposal, closing date and time and Proponent's name, address, and contact person.
- h) Table of contents including page numbers.
- i) A short (one or two page) summary of the key features of the proposal.
- j) The Proponent's proposal detailing the Proponent's response to this Request for Proposal. The proposal must include the Proponent's Term Sheet, which shall be binding on the Proponent.
- k) A list of contact names and their telephone numbers in case further clarification is required.
- l) Appendices, including documents and information that the Proponent wishes to submit as part of its proposal such as annual reports, financial statements and reference materials.

## Appendix A -Proposal Covering Letter

*Letterhead or Proponent's name and address*

*Date*

*Town of Nanton  
1907 21 Avenue  
Box 609  
Nanton, AB T0L 1R0*

*Attention: Manager of Corporate Services*

Dear Sir/Madam

Subject:     ***{Request for Proposal name  
Request for Proposal number  
List any amendment nos. and dates}***

The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Unless specifically excluded in writing, through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Yours truly

\_\_\_\_\_  
***signature***

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal name of Proponent: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_