



REQUEST FOR PROPOSALS

FOR

DESIGN ASSIST AND CONSTRUCTION SERVICES FOR FOOTHILLS OKOTOKS REGIONAL WATER PROJECT – PIPELINE PHASE 4

RFP #:	24-138
ISSUED ON:	December 5, 2024
CLOSING DATE AND TIME:	January 16, 2025 at 14:00:00 Hours MST
TOWN CONTACT:	procurement@okotoks.ca

Summary, Contents & Instructions:

1. Summary:

Through this Request for Proposals, the Town of Okotoks invites Proposals for the supply of design assistance and construction services as described in Part A.

This RFP document sets-out: the Scope of Work required; the process for submission, evaluation and award of the Contracts; the terms and conditions of the Contracts; plus forms which outline the information a Proponent to this RFP should submit in their Proposal.

2. Contents:

This Request for Proposals (the “RFP”) is organized into the following parts:

- Part A: The Scope of Work – full details of the Scope of Work required
- Part B: The RFP Process – the process for submissions, evaluation, and award of the Contracts
- Part C: The Contracts – the Contracts the Owner will enter into with the selected Contractor
- Part D: Submission Forms – the forms a Proponent should submit in their Proposal
- Part E: Attachments

3. Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Proponent on what this section means and/or what a Proponent must do:

Example:

	Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Proponent must do.
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Part A: The Scope of Work



This Part A provides details on the Works required by the Town of Okotoks. Proponents should ensure they are fully capable of providing all of the requirements outlined, as this section will form the scope of work in the final Contract.

1. Background:

The Foothills Region has experienced significant population growth over the past couple decades and both Foothills County and the Town of Okotoks are forecasting a continued population growth for the next 25 years. The growth supports consideration of a sub-regional raw water intake and pipeline for addressing future water needs.

The Town of Okotoks currently relies on the Sheep River for all its water through 13 shallow wells with a single water treatment plant near the center of Town. Foothills County historically has relied on development south of the Bow River to implement any water solutions. These solutions have typically only provided water on an individual development or property basis and not provided a sub-regional solution.

The Town of Okotoks and Foothills County have signed a Memorandum of Understanding to proceed with a sub-regional water project to provide water to the Town and County from the Bow River. The intake is to be near the confluence of the Bow and Highwood Rivers with a pipeline through the County to the Town water treatment plant and to Aldersyde. The proposed project will therefore enable growth and economic development to continue in the region by providing a resilient water source.

Phase 4 of the project, included in this RFP, is for the raw waterline from the confluence of the Bow River and Highwood River to the a future raw water reservoir and pump station, not included in this RFP, near the intersection of 112 Street E and Highway 552e. Phase 4 of the project is a joint project between the Town of Okotoks and Foothills County; the Town of Okotoks will be acting as the Owner for this phase and will be entering into the Contracts with the successful Proponent.

The remaining components of the project will be procured separately.

2. Project Schedule:

The Scheduled Operational Date of this project is Summer 2025. For clarity, the Scheduled Operation Date is the date on which this phase of the project is completed including correction of any deficiencies, site clean-up, and ready for issuance of the Total Performance Certificate.

The anticipated schedule for the work consists of pre-construction services through Winter of 2024/2025, with construction starting in Spring of 2025 and commissioning in the Summer of 2025.

3. Scope of Work:

The scope of work contemplated in this RFP consists of three parts: pre-construction collaboration, cost validation, and construction services.

3.1. Pre-construction Collaboration

During the pre-construction collaboration phase of the project, the successful Proponent (the “Contractor”) will:

1. Participate in a partnering session including a pull planning session;
2. Develop a baseline construction schedule and cost estimate;
3. Provide input into the updating of the risk register;
4. Participate in a value engineering sessions;
5. Review and provide input on the design details, including but not limited to drawings and specifications.
6. Provide ongoing bi-weekly input into the detailed design based on advantageous construction strategies, site constraints, construction means and methods, sub-contractor(s) related experience, material availability, and other aspects for ease of constructability;
7. Conduct and submit formal constructability reviews at the 60% and 90% detail design completions stages including capital cost, risk register and schedule updates;
8. Assist the Town in ordering long-lead items;
9. Provide input on the design related to the development of ECO and ESC plans;
10. Provide input on the construction traffic management strategies; and
11. Provide information on construction methodologies and coordinate with consultants to facilitate and obtain regulatory approval.

3.2. Cost Validation

Following completion of the pre-construction collaboration process and formal budget update submission at the 60% and 90% design stages, the Town’s consultant will provide the Contractor with a final design package, including but not limited to all approved shop drawings previously submitted by the Contractor. The Contractor will have an opportunity to submit a revised final price for constructing the completed design in accordance with the contract drawings, documents, and specifications. This price will not include any provision for construction contingency, but the Contractor will be required to provide an updated costed risk register for the Owner to carry contingency in the budget which will result in the final construction budget. Any changes to cost will require justification based upon legitimate changes between the 60% and 90% design stages. This final price to be reviewed by the Town for final acceptance or rejection as per 3.3 below.

3.3. Construction Services

If the Contractor’s final price is accepted by the Owner, the Owner and Contractor will enter into a Unit Price Construction Contract for the construction of the project. If the final price is rejected by the Owner, the Owner retains the right to negotiate a final price with the next highest ranked Proponent or go back out to Market.

4. Any Other Key Information:

The following information is provided in this RFP:

1. Design Drawings – these drawings are approximately 50% complete for Phase 4.
2. Sample CCDC5A-2010 Construction Management Contract – for Services – this contract will be used for the pre-construction collaboration phase.
3. Sample Unit Price Construction Contract – this contract will be used for the construction portion of the project.
4. Preliminary geotechnical report.
5. Map of Land Acquisition Status and Working Space Availability.

5. Other Requirements:

The following requirements will apply if a Unit Price Construction Contract is entered into:

1. Alberta Occupational Health and Safety: The Contractor must comply with the requirements of the Alberta Occupational Health & Safety Act, the Workers Compensation Act, and all other applicable safety regulations. The Contractor will be the Prime Contractor for the Work, as defined by the Act.
2. Site Security: The Contractor will be responsible for the security of the Work area at all times up to the satisfaction of the Owner, regardless of whether or not work on-site is actively occurring.
3. Work must adhere to the “2024 - Okotoks Infrastructure Design and Construction Specifications” (available on the Bidding Portal).
4. Bonding: The successful Proponent shall, as part of the contract award process and prior to the execution of a contract, provide the following Contract Security to the Owner:
 - a. A Performance Bond and a Labour and Material Payment Bond, each in the amount of 50 percent of the Contract Price, issued by a surety licensed to carry on the business of suretyship in the province of Alberta, and in a form acceptable to the Owner. All bonds shall be in accordance with the latest edition of CCDC 221 - 2002 and CCDC 222 - 2002. The Performance Bond shall remain in force as a maintenance bond for the Warranty Period as defined in the Contract.
5. Permits: The Contractor will be required to obtain and pay for any permits, if required.
6. Business License & Insurance: The successful Proponent must possess the following during the Work, and prior to the execution of a Contract:
 - b. A Town of Okotoks Business License
 - c. A Foothills County Business License
 - d. Worker’s Compensation Board (WCB) in good standing
 - e. Insurance that meets the insurance requirement as outlined in CCDC 41 (2020)
 - f. Certificate of Recognition (COR or SeCOR) certification recognized by the Province of Alberta

Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the Town, and how the Contractor will be selected. Proponents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. Questions Regarding this RFP:

Any question a Proponent has related to this RFP process must be submitted to the Town through the *Bids & Tenders* System by clicking on the “Submit a Question” button for the specific bid opportunity.

Questions regarding this RFP must not be submitted to the Town via any other method. Answers to questions received will be provided either directly to the Proponent or via an addendum to all Proponents, through the *Bids & Tenders* System. Information obtained from any source other than the Town through the *Bids & Tenders* System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the ‘Deadline for Questions’ detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits.

The Proponent is solely responsible for seeking any clarification required regarding this RFP, and the Town shall not be held responsible for any misunderstanding by the Proponent.

The Proponent is responsible for identifying and reporting any errors, omissions, or ambiguities in this RFP by submitting a question as per the process above.

1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the Town’s discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	December 5, 2024
Pre-RFP Meeting	December 11, 2024 at 10:00:00 Hours MST
Deadline for Questions	January 8, 2025 at 14:00:00 Hours MST
Last Day for Issue of Addenda	January 10, 2025
RFP Closing Date and Time:	January 16, 2025 at 14:00:00 Hours MST
Contract Execution Date (estimated)	February, 2025

1.3. Pre-RFP Meeting Details:

A Pre-RFP Meeting will be held via Microsoft Teams to receive any questions Proponents may have before submitting a Proposal:

- [Teams Meeting Link](#)
 - Meeting ID: 230 354 072 870
 - Passcode: Pr7fF6Hv

1.4. Submission of Proposals (Location, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

- **Electronic Submissions Only:** Proposals must be submitted electronically through the Town's online *Bids & Tenders* System at <https://okotoks.bidsandtenders.ca>. Proposals sent by Email, paper copy, fax, or other methods will not be accepted.
- **RFP Closing Date and Time:** Electronic Proposals must be completed and confirmed as 'submitted', in accordance with the submission requirements of the *Bids & Tenders* System instructions, no later than the RFP Closing Date and Time detailed in Section 1.2 of this Part B. The RFP Closing Date and Time shall be determined by the *Bids & Tenders* System web clock. Late submissions are not permitted in the *Bids & Tenders* System.
- **Proposal Format:** Each proposal must adhere to the following format:
 - a) documents in Microsoft Word or Adobe PDF formats;
 - b) single-spaced text, not smaller than 11-point font, except in tables and figures where size 10-point font is acceptable;
 - c) sequentially numbered pages in each section of the proposal;
 - d) table of contents that includes page numbers, exhibits, tables, attachments, and appendices;
 - e) drawings, renderings, and similar documents readable to 11" x 17" or 22" x 34"; and
 - f) adhere to page limits if applicable. More detailed page limits for individual components of proposals may be set out in the Evaluation section. For purposes of calculating the page limit, every side of a page with content, if printed, counts as one page.The Town may, in its sole discretion, exclude pages and/or sections from the proposal that do not meet the above requirements.
- **Bids & Tenders System Instructions:**
 - All Proponents shall have a *Bids & Tenders* System 'Vendor Account' and shall be registered as a 'Plan Taker' for this RFP opportunity, which will enable the Proponent to follow the on-screen instructions to: download the RFP document; receive addenda email notifications; download addenda; and submit a Proposal electronically through the *Bids & Tenders* System.
 - Proponents are cautioned that the timing of their Proposal submission is based on when the Proposal (also referred to in the system as the "Bid") is received by the *Bids & Tenders* System and not when a Proposal is submitted. Uploading of Proposals can be delayed due to file transfer size, transmission speed and other factors. For this reason, it is recommended that Proponents allow sufficient time to upload their Proposal, including all attachments and other submission details.

- If any problems are encountered in using the *Bids & Tenders* System, Proponents should contact the *Bids & Tenders* Support team at support@bidsandtenders.ca at least 24 hours prior to the RFP Closing Date and Time.
- Once a Proposal is successfully submitted, the *Bids & Tenders* System will send a confirmation email to the Proponent advising that the Proposal was submitted successfully. If this confirmation email is not received, Proponents should contact support@bidsandtenders.ca.
- Attachments uploaded to the *Bids & Tenders* System must not exceed 500MB in total file size.

The Town of Okotoks assumes no responsibility for the receipt of Proposals where the instructions detailed above, or on the *Bids & Tenders* System, have not been complied with.

1.5. Procuring Entity Name and Address

Town of Okotoks
5 Elizabeth Street
PO Box 20, Station Main
Okotoks AB T1S 1K1

2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set below.

1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the Town in accordance with Section 5 of this Part B.
2. “Bid”, “Bids” or “Tenders” are terms used in the *Bids & Tenders* System and mean either the RFP opportunity within the system, or an aspect of the RFP opportunity, depending on the context. The use of these terms in no way infer that this RFP is an irrevocable bid or tender process.
3. “*Bids & Tenders* System” means the Town’s online bidding platform, which all Proponents must register, login and follow in order to submit a Proposal to this RFP. The *Bids & Tenders* System is accessed at <https://okotoks.bidsandtenders.ca>.
4. “Contract” means a written agreement for the provision of the Services that may result from this RFP, executed between the Owner and the successful Proponent to this RFP.
5. “Contractor” means the successful Proponent to this RFP who enters into a Contract with the Owner.
6. “County” means Foothills County.
7. “Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 1.4 of this Part B.
8. “Owner” means the party entering into the Contract with Contractor, either the Town or County.
9. “Proposal” means a Proposal submitted by a Proponent in response to this RFP.
10. “Proponent” means a person or entity that submits a Proposal to this RFP.
11. “RFP” means this Request for Proposals, including all Parts A to E.
12. “Section” means the numbered section of the referenced part of this RFP.

13. “Services” means the consulting and construction Services which the Town seeks to be provided by the Contractor, as outlined in Part A.
14. “Sub-Contractor” means a person, partnership, firm, or corporation that the Proponent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Proponent.
15. “Town” means the Town of Okotoks.

3. Amendment of a Proposal by Proponent:

A Proponent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 1.4 of this Part B.

4. Withdrawal of a Proposal by Proponent:

A Proponent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time.

5. Addenda Issued by Town:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Town may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued through the RFP opportunity on the *Bids & Tenders* System. Each Addendum will form an integral part of this RFP. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Town deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the Town may extend the RFP Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proponents will be requested to acknowledge any addenda issued through the *Bids & Tenders* System before they can submit a Proposal.

6. Evaluation of Proposals & Award of Contract:

The Town will conduct the evaluation of Proposals and selection of a successful Proponent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include Town employees, the Town’s consultant, and other participants invited by the Town. The Town’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

6.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:

1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4 of this Part B.
2	The Proposal must include the following completed form: • Appendix A – Certification Form • Appendix B – Proposal Submission • Appendix C – Pricing Form

6.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria:

Scored Criteria	Weighting
Project Plan and Methodology	25%
Quality of Project Construction Budget and Risk Register	25%
Experience and Qualification of Project Team	25%
Price	25%

6.3. Scoring Method:

Non-price criterion will be scored by the evaluation committee according to the following ratings, which will then be multiplied by the Weighting factor to provide a weighted score.

Rating (/10)	Description
10	Exceeds expectations. Proponent clearly understands the requirement. High probability of success.
5	Meets expectations. Proponent's submission, in the evaluation criteria being evaluated, shows good understanding of the requirements. There is an average probability of success.
1	Below average. The proponent's submission, in the evaluation criteria being evaluated, does not demonstrate understanding of the requirements or does not meet expectations. There is a low probability of success.
0	Lack of response or significant misunderstanding of the requirements.

- Intermediate ratings will not be made.

Proponent Total Construction Budget (exclusive of GST) will be scored using the following formula, then multiplied by the Weighting factor to provide a weighted score:

$$Score = \frac{\text{Lowest Submitted Total Construction Budget}}{\text{Proponent's Total Construction Budget}}$$

6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the Town will allow the following remedies and clarifications at its sole discretion:

- **Remedy for missing submission requirements:** If the Town finds that a Proposal fails to meet all of the submission requirements required of this RFP, then the Town may provide written notification to a Proponent which identifies the requirements not met

and provides the Proponent with 48 hours to remedy and supply the requirements. The 48 hours shall commence upon notification by the Town to the Proponent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time or items considered as bid repair.

- Clarification of Proposals: During evaluation of the scored criteria, the Town may at its sole option, request further details or clarification from the Proponent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Town may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. Ranking of Proponents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Proponent with the highest-ranked Proposal will be invited to conclude a Contract with the Town. In the event that two or more Proposals have an equal total weighted-scored, then the Proponent with the Lowest Total Construction Budget will be invited to enter into a Contract with the Town.

6.6. Conclusion and Execution of a Contract

Neither the Town nor any Proponent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Proponent, by the Town, to conclude a Contract, it is expected that the Town and that Proponent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract, based on items submitted in the Proposal.

The Town would seek to execute a Contract within 10 days of issuing an invitation to the Proponent to conclude a Contract. If the Town and Proponent do not, for any reason, execute a Contract within this time-period, the Town may discontinue the process with that Proponent and invite the Proponent with the next-highest-ranked Proposal to conclude a Contract. The Town may then continue this process until a Contract is executed, or there are no further Proponents, or the Town otherwise elects to cancel the RFP process entirely. For clarity, the Town may discontinue discussions with a Proponent if at any time the Town is of the view that it will not be able to conclude a Contract with that Proponent.

6.7. Failure to Perform

If the Owner enters into a Contract with a Proponent and that Proponent, for any reason, does not complete the work under the Contract within 6 months of Contract execution, the Town may offer to the Proponent with the next-highest-ranked Proposal to conclude a Contract. That

Proponent will have 10 days to accept and conclude a Contract, failing which the Town may continue this process with the Proponent with the next-highest-ranked Proposal thereafter until a Contract is executed, or there are no further Proponents, or the Town otherwise elects to discontinue the process. For clarity, nothing in this paragraph requires the Town to offer to conclude a Contract with any Proponent if the Town has entered into a Contract with a Proponent and the Proponent does not complete the work under the Contract or limits the Town's remedies should a Proponent fail to complete work required under the Contract.

7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

7.1. Proposals in English:

All Proposals are to be in the English language only.

7.2. Only One Entity as Proponent:

The Town will accept Proposals where more than one organization or individual is proposed to deliver the Work, so long as the Proposal identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform the Contract if executed. The Town will only enter into a Contract with that one Proponent. Any other entity involved in delivering the Service should be listed as a Subcontractor. The Proponent may include the Subcontractor and its resources as part of the Proposal and the Town will accept this, as presented in the Proposal, in order to perform the evaluation. All subcontractors to be used in the Service should be clearly identified in the Proposal.

7.3. Proposals to Contain All Content in Prescribed Forms:

All information that Proponents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The Town may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. References and Experience:

In evaluating a Proponent's experience, as per the scored criteria, the Town may consider information provided by the Proponent's clients on the projects submitted in the Proposal, and may also consider the Town's own experience with the Proponent.

7.5. RFP Scope of Work is an Estimate Only:

While the Town has made every effort to ensure the accuracy of the Scope of Work described in this RFP, the Town makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Works. Proponents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. Proponent's Expenses:

Proponents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the Town, if required. The Town will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. Retention of Proposals and FOIPPA:

All Proposals submitted to the Town will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIPPA"). Proponents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Contractor's Name and total Contract price. Proponents should identify with their Proposal any information which is supplied in confidence, however, Proponents should be aware of and review the Town's obligations under FOIPPA and the Town's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

7.8. Notification and Feedback to Unsuccessful Proponents:

At any time up until or after the execution of a written Contract with the Contractor, the Town may notify unsuccessful Proponents in writing through the *Bids & Tenders* System that they have not been selected to conclude a Contract. Unsuccessful Proponents may then request a feedback email or telephone call with a Town representative in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Proponent. Details of feedback provided will be at the Town's sole discretion in order to protect the confidentiality of other Proponents and the Town's commercial interest.

7.9. Conflict of Interest:

All Proponents must disclose an actual or potential conflict of interest, by answering the questions related to Conflict of Interest that are requested of Proponents by the *Bids & Tenders* System when submitting a Proposal. The Town may, at its sole discretion, disqualify any Proponent from this RFP process, if it determines that the Proponent's conduct, situation, relationship (including relationships of the Proponent's employees and Town employees) create or could be perceived to create a conflict of interest.

The Town may rescind or terminate a Contract entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFP process.

7.10. Confidentiality:

All information provided to Proponents by the Town as part of this RFP process is the sole property of the Town and must not be disclosed further without the written permission of the Town.

The Proponent may not contact or communicate with any media, Town officials or any other forms of public communication to discuss or disclose the content of this RFP.

7.11. No Contract A and No Claims:

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the Town and any Proponent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Proponent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Work.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Proponent's participation in this RFP, including where the Town does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the Town not execute a Contract with the Proponent for any reason whatsoever.

7.12. Right to Cancel RFP:

Although the Town fully intends to conclude a Contract as a result of this RFP, the Town may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Proponent.

7.13. Governing Law and Trade Agreements:

This RFP is governed by the laws of the Province of Alberta and any other agreements which exist between the Province of Alberta and other jurisdictions.

8. Contractor Performance and Debarment:

8.1. Contractor Performance

The Town intends to monitor and assess the Contractor's performance throughout the contract to ensure the project deliverables align with the Contract requirements.

In case of performance concerns, the Town endeavors to address these concerns with the Contractor where feasible, and a plan should be proposed by the Contractor to correct deficient performance.

Failure to correct deficiencies or continued failures to deliver goods or services to the Town's satisfaction may result in further action including termination of the Contract, debarment, or other remedies deemed necessary.

8.2. Debarment

Debarment means the exclusion of suppliers to bid on Town opportunities for reasons included in this section.

The Town will not enter into a contract with any person, organization, or firm which is engaged in litigation or arbitration with the Town as a party adverse in interest or with a corporate affiliate or any such person, organization, or firm unless prior approval has been obtained from Council.

The Town may debar suppliers for future opportunities for up to three years for failure to perform in accordance with current or past contracts. Failure to perform may include but is not limited to failure to complete the work on time or on budget, failure to remedy deficiencies, or significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts.

Part C: The Contract



This Part C details the Contract terms and conditions that the **Owner** will enter into with the Contractor at the conclusion of the process outlined in Section 6.6 of Part B.

The Owner and the successful Proponent shall enter into a Contract for the Scope of Work using the following terms and conditions:

1. Pre-Construction Collaboration

The Town and the successful Proponent shall enter into a Contract for the Services on the basis of Canadian Construction Documents Committee CCDC5A-2010 Construction Management Contract – for Services, as modified in the attached sample contract.

2. Construction Services

If the successful Proponents provides an acceptable price during the cost validation phase of the project, the Owner and the successful Proponent shall enter into a Contract for the Services on the basis of the Unit Price Contract in the attached sample contract.

Part D: Submission Forms



This Part D contains forms detailing the information that should be submitted with the Proposal, as detailed in Part B.

1. Part D Contents:

This Part D contains the following forms:

- Appendix A – Certification Form
- Appendix B – Proposal Submission
- Appendix C – Pricing Form

APPENDIX A – CERTIFICATION FORM



Proponents must complete all details requested in this Appendix A – Certification Form and include this completed form in the Proposal, as detailed under Section 6.1 (Mandatory Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

1. Proponent Details:

Full Legal Name of Proponent:	
Other “DBA” Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Certification Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to perform the Scope of Work detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) between the Town and us, the Proponent, and that no contractual obligations shall arise between the Town and us, the Proponent, until and unless we execute a written Contract with the Town.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
 - i. The Proponent has an unfair advantage or engages in conduct which may give it an unfair advantage.
 - ii. The Proponent has had access to confidential information of the Owner which is not available to other Proponents to this RFP.
 - iii. The Proponent has influence over an employee of the Owner who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Proponent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of all addenda that were issued by the Town up until the Closing Date and Time as acknowledged on the *Bids & Tenders* System at the time of submission.

4. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

APPENDIX B – PROPOSAL SUBMISSION



Proposals must include, in a format of your choice, the details requested in this Appendix B – Proposal Submission.

RATED CRITERIA	PROPOSAL CONTENT
Project Plan and Methodology Weight: 25%	- Describe actions that will be taken to foster a team approach with the consultants, subcontractors, and other members of the Owner's team, including the Proponent's approach to collaborative project delivery methodologies. - Demonstrate a clear understanding of the project requirements by describing the key issues as understood by the Proponent and outline plans for addressing them. - Describe the capabilities and management qualifications in terms of methods, approach, and tools the proponent intends to deploy in fulfilling project scope and requirements. - Based on your experience on similar projects provide a schedule outlining specific dates for key activities and deliverables required for completion of the work. Identify significant work items, showing the order in which the proponent proposes to carry out the work. - Describe any potential value-added solutions that the Proponent can offer to the Owner within the scope of this RFP. Identify the scope of any proposed innovative ideas along with a quantified effect on the project budget and/or schedule.
Quality of Project Construction Budget and Risk Register Weight: 25%	- Proponents are to quantify the project construction budget based on the design information in this RFP, which is at approximately 50%. Provide sufficient information to support the budget. - Proponents should include a base price to complete the project and a recommended contingency for each and item (and any others not shown explicitly in the budget table) to cover details that will be determined during the pre-construction collaboration process and to cover project risks or unknowns that could arise before or during construction based on the Proponent's experience and assessment of the project scope. - The contingencies provided should be supported by a costed risk register that provides rationale and context for the basis of the contingencies. - Proponents must submit their proposed budget according to the formatted table below, and the base price is to be defined on the expectation that construction begins as indicated in Part A. The construction of the project is dependent on the final design, and any regulatory approvals or agreements required for that design.

	The Quality of Project Construction Budget and Risk Register will be evaluated for its detail and completeness as it relates to the Proponent's understanding of the Project and Risk Register. It will also be partially evaluated by comparing the base price and recommended contingency with current market rates for this type of work and with other proponents.
Experience and Qualification of Project Team Weight: 25%	- Provide a project organization chart of the core project team including the roles and specific responsibilities of each team member. Provide resumes for key project personnel as an attachment. - Identify key project personnel and the percentage of their time that will be allocated to the project: the person who will assume responsibility for managing the project, key technical personnel, Quality Control lead, scheduling specialist, and other key roles as applicable. - Provide up to three (3) client references that have been engaged in a relevant and comparable project with your proposed team. With each reference provide: - Name of the organization; - Contact person's name and title; - Telephone number; and - E-mail address. - Provide any information about the unique or specialized value that your firm can bring to the Owner. - Describe and provide examples from past projects where the Proponent has employed innovative construction techniques and approaches that have provided additional value to clients. The Town reserves the right at their absolute discretion to contact or not contact the references.

APPENDIX C – PRICING FORM



Proposals must include this Appendix C – Pricing Form, with all pricing tables completed. No changes to this form shall be made, except for completing the requested pricing information in the spaces provided. Price ranges are not accepted. If ranges are provided, the highest price will be used for evaluation purposes.

1. Pricing Basis:

Pricing entered into the tables of sections 2 and 3 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes including the PST, but not the GST which shall be itemized separately where indicated.
- b. Prices shall be for the entire Contract term.
- c. Pre-construction collaboration services will be based on hourly rates for each role defined in the scope of the RFP. Additionally, the Proponent is to provide the cost of their overhead, profit, fixed fee, general conditions costs, schedule as a static value during the pre-construction collaboration process.

2. Pre-Construction Collaboration Budget:

Table C-1: Pre-Construction Collaboration Budget

Name and Role	Rate	Hours	Budget
	\$ /h		\$
	\$ /h		\$
	\$ /h		\$
	\$ /h		\$
	\$ /h		\$
	\$ /h		\$
Total Pre-Construction Collaboration Budget (excluding GST):			\$

3. Construction Budget and Costed Risk Register:

The Proponent shall provide a complete construction budget for evaluation based into Table C-2. The base lump sum pricing should be inclusive of all work that, in the Proponent's experience, is required to construct the project that isn't included elsewhere in the Construction Budget.

The Proponent shall not embed risk or unknowns into the base price. Risk items shall be estimated and summarized in the recommended contingency column and supported by the costed risk register which will be scored as part of the non-monetary criteria.

RFP# 24-138 – Design Assist and Construction Services for Foothills Okotoks Regional Water Project – Pipeline Phase 4

Table C-2: Phase 4 Construction Budget

Item	Units	Est. Quantity	Base Lump Sum Price	Recommended Contingency	Total
1. General Work (mobilization/ demobilization/ traffic management/ etc.)	ls	1	\$	\$	\$
2. Supply and Installation of 600mm HDPE DR11 Watermain (including fittings and restoration work).	lm	5,500	\$	\$	\$
3. Air Release Valves	ea	6	\$	\$	\$
4. Blow Off Structures	ea	9	\$	\$	\$
5. Pig Launch and Retrieval Stations	ea	1	\$	\$	\$
6. Road Crossings (increased cost on top of Supply and Installation of Watermain)	ea	5	\$	\$	\$
7. Access and Driveway Crossings (increased cost on top of Supply and Installation of Watermain)	ea	4	\$	\$	\$
8. Trenchless road crossing at 38+300	ls	1			
9. Trenchless installation under slope at 40+600	ls	1			
10. Testing and Commissioning (including pressure testing, post-construction pigging, and disinfection)	ls	1	\$	\$	\$
Total Construction Budget (excluding GST):					\$

Table C-3: Total Project Budget

Subtotal Pre-Construction Budget (Table C-1 Excluding GST):	\$
Construction Budget Phase 2 (Table C-2 Excluding GST):	\$
Total Construction Budget (Sum of totals from C-1, C-2 excl. GST)	\$

Part E: Attachments



This Part E contains design drawings and sample contracts, as detailed in Part A: Section 4.

1. Design Drawings

Drawing Number	Drawing Title	Revision Date
C-400	Legend	2024-11-11
C-401	Index Plan	2024-11-11
C-402	Overall Site Servicing Plan	2024-11-11
C-403	Overall Site Servicing Plan	2024-11-11
C-404	Overall Site Servicing Plan	2024-11-11
C-450	Plan & Profile - STA 37+000 - STA 37+680	2024-11-11
C-451	Plan & Profile - STA 38+000 - STA 38+680	2024-11-11
C-452	Plan & Profile - STA 38+680 - STA 39+360	2024-11-11
C-453	Plan & Profile - STA 39+360 - STA 40+040	2024-11-11
C-454	Plan & Profile - STA 40+040 - STA 40+680	2024-11-11
C-455	Plan & Profile - STA 40+680 - STA 41+240	2024-11-11
C-456	Plan & Profile - STA 41+240 - STA 41+960	2024-11-11
C-457	Plan & Profile - STA 41+960 - STA 42+460	2024-11-11
C-458	Plan & Profile - STA 42+460 - STA 43+084	2024-11-11
D-401	Details	2024-11-11
D-402	Details	2024-11-11
D-403	Details	2024-11-11

2. Sample CCDC5A-2010 Construction Management Contract – for Services
3. Sample Unit Price Contract
4. Preliminary Geotechnical Report