



REQUEST FOR PROPOSALS

FOR

CONSTRUCTION SERVICES FOR FOOTHILLS OKOTOKS REGIONAL WATER PROJECT – RAW WATER RESERVOIR

RFP #:	26-117
ISSUED ON:	May 25, 2026
CLOSING DATE AND TIME:	June 23, 2026 at 14:00:00 Hours Local Time
TOWN CONTACT:	procurement@okotoks.ca

Summary, Contents & Instructions:

Summary:

Through this Request for Proposals (the “RFP”), the Town of Okotoks invites Proposals for the supply of 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 Contract; the terms and conditions of the Contract; plus, forms which outline the information a Proponent to this RFP should submit in their Proposal.

Contents:

This 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 Contract
- **Part C: The Contract** – the Contract the Town will enter into with the selected Contractor
- **Part D: Submission Forms** – the forms a Proponent should submit in their Proposal
- **Part E: Attachments** – attachments referenced in Part A (if applicable)

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. Introduction:

This RFP is for the construction of the Town of Okotoks' Raw Water Reservoir, a portion of the larger Foothills Okotoks Regional Water (FORW) Project. The FORW project will provide the Town of Okotoks with raw water for potable water treatment. The Town of Okotoks is the sole Owner for the Raw Water Reservoir project.

The purpose of the work is to construct approximately 300,000 m³ of raw water storage open to atmosphere. The reservoir includes a synthetic liner, underdrain and venting system, geocomposite, pump station intake screen and support structure, water main installation, gravel road construction, fencing, landscaping, and embankments considered a dam with a 'Significant' Consequence Classification under the Alberta Dam and Canal Safety Directive (Alberta Environment and Parks, 2018).

During construction, the successful Proponent (the "Contractor") will interface and be required to collaboratively coordinate with another Town contractor that is undergoing other work directly adjacent to the reservoir site.

2. Background:

The Town of Okotoks (the "Town") and Foothills County (Foothills), are collaborating to complete a sub-regional water servicing project to ultimately provide treated water for the Town and areas of the County. The purpose is to provide the Town of Okotoks and Foothills County with enough raw water to meet the demands of growing population and industry in the region.

The following summarizes the components of the FORW project which are underway:

- Intake at the confluence of the Bow and Highwood River.
- Intake pump station.
- 25 km of raw water pipeline from the intake to Okotoks' WTP and to the Aldersyde raw water reservoir in Foothills County.
- Midline booster station, located at the Raw Water Storage Reservoir site.
- Okotoks' WTP Tie-ins.

- Raw water storage reservoir for Okotoks, located in Foothills County (construction included in this RFP).

The reservoir is designed to store 3 months of Okotoks' average day demand (ADD) for the 25-year growth projection. The reservoir site also acts as a common receiving and booster station for the entire FORW supply system. Currently, the pipeline has been constructed, and the reservoir site booster station will operate in bypass mode until the reservoir is built.

3. Contract Term:

The Ready-for-Takeover Date of this project is **September 30, 2027**. For clarity, the Scheduled Operation Date is the date on which the entire project is completed including correction of any deficiencies, site clean-up, and ready for issuance of the Construction Completion Certificate.

In addition, to the Scheduled Operational Date, the following are Milestone Dates required to be achieved by the Contractor and is detailed in the Supplemental General Conditions (SGCs):

- Long Lead Equipment Procurement by **60 days from contract execution**. Long Lead Equipment Procurement means the synthetic liner, plug valves, intake screen, and geocomposite have been purchased and a delivery date consistent with the proposed work schedule in Appendix C has been confirmed.
- Reservoir-Ready-for-Fill by **July 15, 2027**. Reservoir-Ready-for-Fill means the reservoir is ready to store water for Town use.

A Project Schedule must be submitted by the Proponent in conjunction with their Proposal, demonstrating how this project will meet the Milestone Dates and be completed by the Scheduled Operational Date.

4. Works Required (Scope of Work):

The Scope of Work is identified in the Contract Documents and are uploaded on the Bidding Portal. The following Scope of Work description is intended to provide an overview of the work, and if there is any conflict, the Contract Documents have precedence as described in the Supplemental General Conditions. In general, the Scope of Work includes the following construction and installation:

- Siteworks: General site works including mobilization and demobilization, dust control, traffic accommodation, signage, dewatering, survey, and erosion and sediment control. This work will happen throughout the duration of the project.

- Earthworks: Includes all works required to form the reservoir shape and embankments from specified fill materials in the Geotechnical Report and as per the Contract Drawings. Earthworks include topsoil stripping and stockpiling, common excavation, scarifying and recompacting embankment subgrades, unsuitable fill export, suitable fill import, and the possibility of rock excavation.
- Underdrain and Venting System: This system is intended to relieve groundwater and/or reservoir leakage from the constructed embankments and allows venting of any air displacements under the liner. This work includes supply and installation of perforated PVC pipe and appurtenances with drain rock and filter fabric, manholes, Geocomposite membrane, and liner venting flaps.
- Liner: To retain water in the reservoir, it will be lined. Liner supply and installation include subgrade preparation, geotextile, liner installed to manufacturer recommendations, HDPE ladders, and pipe penetrations.
- Watermain Fill, Intake, and Equalization Piping: The reservoir is equipped with piping that optimizes water quality, ensures correct hydraulic balance, provides operational flexibility, and ensures sufficient capacity. Piping works include supply and installation of all pipes, bends, tees, plug valves, thrust blocks, tie ins, caps, mandrel testing and video inspection as indicated in the Contract Documents.
- Intake Screen and Structure: Consists of the screen and supporting structure used to remove particulates from the reservoir prior to entering the intake piping and pump station wet well. The structure includes screen stands provided by the manufacturer and a concrete support pad. This work includes the design, supply, and construction of the concrete support pad.
- Reservoir Access Roads: Construction of gravel access roads along the top of the embankments around the perimeter of the reservoir. This includes a section of road armouring using geogrid and rip rap along the emergency spillway and indicated in the Contract Documents.
- Landscaping: Hydroseeding the construction disturbance area and a 12-month landscape maintenance period (two 6-month growing seasons during the 24-month warranty period).
- Fencing: Supply and installation of a site perimeter security chain link barb wired fence and post and chain safety fence around the perimeter of the reservoir.

Testing will consist of a hydrostatic test as outlined in the Contract Documents.

Commissioning of the reservoir will consist of filling the reservoir through the existing watermain that has been previously constructed and stubbed on site. Coordination with the Town and other Contractors will be required to complete testing. The Contractor will be required to comply to the terms of warranty outlined in the Contract.

5. Other Requirements:

The following requirements will apply to all Work:

5.1 Site Security: The Contractor will be responsible for the security and safety of the Work area at all times up to the satisfaction of the Town, regardless of whether or not work on-site is actively occurring. It is up to the Contractor to determine the safety measures required. The Town shall not pay any separate unit price for the site security.

5.2 The Contractor must attend a work site orientation with the Town representative and sign off on the Town's Contractor Orientation form.

5.3 Work must adhere to the Town of Okotoks General Design and Construction Specifications (2024) and the Landscape Design & Construction Specifications (2024) as attached in the document section on the Bidding Portal.

5.4 The Contractor Orientation Document as attached on the Bidding Portal must be reviewed and signed off on by the Contractor before any on-site work commences.

5.5 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 also be the Prime Contractor for the Work, as defined by the Act.

5.6 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 Town:

- 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.

5.7 Permits: The Contractor will be required to obtain any permits, if required.

5.8 Business License & Insurance: The successful Proponent must possess the following during the Work, and prior to the execution of a Contract:

- A Town of Okotoks Business License
- Worker's Compensation Board (WCB) in good standing
- Insurance that meets the insurance requirement as outlined in CCDC 41 (2020)
- 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 Bidding Portal 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 Bidding Portal. Information obtained from any source other than the Town through the Bidding Portal 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	May 25, 2026
Online Meeting Date (if applicable)	June 3, 2026 at 10:00 AM Local Okotoks Time
Deadline for Questions	June 16, 2026 at 2:00 PM Local Okotoks Time
Last Day for Issue of Addenda	June 19, 2026
RFP Closing Date and Time:	June 23, 2026 at 2:00 PM Local Okotoks Time

1.3. Meeting Details:

A non-mandatory online meeting will be held at the following time and place to receive any questions Proponents may have before submitting a Proposal and to provide project background:

This meeting is scheduled for Wednesday, June 3 at 10:00AM Local Time:

- Microsoft Teams Link: [Join the meeting now](#)
 - Meeting ID: 275 738 356 655 934
 - Passcode: 8ar2Zu9m

Proponents can visit the site during the procurement process to become familiar with the existing conditions. Proponents are to notify the Town representative prior to attending site to confirm requirements, if any.

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 *Bidding Portal* 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 *Bidding Portal* instructions, no later than the RFP Closing Date and Time detailed in section 1.2. The RFP Closing Date and Time shall be determined by the *Bidding Portal* web clock. Late submissions are not permitted in the *Bidding Portal*.
- **Proposal Format:** Proposals preferably adhere to the following format:
 - a) documents in MS 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.

▪ **Bidding Portal Instructions:**

- All Proponents shall have a *Bidding Portal* '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 *Bidding Portal*.
- 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 Bidding Portal 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 *Bidding Portal*, 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 *Bidding Portal* 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 *Bidding Portal* 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 *Bidding Portal*, 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

procurement@okotoks.ca

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.

- 2.1. "Addenda" or "Addendum" means additional information or amendments to this RFP, issued by the Town in accordance with Section 5 of this Part B.
- 2.2. "Bid", "Bids" or "Tenders" are terms used in the Bidding Portal 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.
- 2.3. "Bidding Portal" 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 Bidding Portal System is accessed at <https://okotoks.bidsandtenders.ca>.
- 2.4. "Contract" means a written agreement for the provision of the Services that may result from this RFP, executed between the Town and the successful Proponent to this RFP.
- 2.5. "Contractor" means the successful Proponent to this RFP who enters into a Contract with the Town.
- 2.6. "Closing Date and Time" means the date and time that Proposals to this RFP must be received by in accordance with Section 1.2 of this Part B.
- 2.7. "Proposal" means a Proposal submitted by a Proponent in response to this RFP.
- 2.8. "Proponent" means a person or entity that submits a Proposal to this RFP.
- 2.9. "RFP" means this Request for Proposals, including all Parts A to D.
- 2.10. "Section" means the numbered section of the referenced part of this RFP.
- 2.11. "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.
- 2.12. "Town" means the Town of Okotoks.
- 2.13. "Work" or "Services" means the construction Services which the Town seeks to be provided by the Contractor, as outlined in Part A.

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 *Bidding Portal*. 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 *Bidding Portal* 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 and the Town's Consultant. The Town's intent is to enter into a Contract with the Proponent who has met all mandatory criteria, and who has the lowest overall price 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
2	The Proposal must include the following completed form: • Appendix A – Certification Form • Appendix B – Pricing Form
3	The Proposal must meet the minimum score for all scored criteria listed in 6.2 below, if a minimum score is listed.

6.2. Scored Criteria:

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

Scored Criteria	Weighting	Minimum Score (Out of 10)
Total Contract Price (based on Appendix B submission)	100%	N/A
Most Suitable Method and Schedule (based on Appendix C submission)	Pass/Fail	4
Most Suitable Experience (based on Appendix C submission)	Pass/Fail	4
Suitability of Project Team	Pass/Fail	4

(based on Appendix C submission)		
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Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

6.3. Scoring Method:

The following method will be used to score the scored criteria:

- **Total Contract Price:** The Town's intention is to enter into a Contract with the Proponent who has satisfied all other criteria and has the lowest proposed total contract price.
- **Other Criteria:** All other criterion (except Total Contract Price) will be scored by the individual members of the evaluation committee out of 10 and then averaged to determine criteria score.

Scoring System for Non-Monetary Categories

Scoring	Description
10	Exceeds expectations. Proponent clearly understands the requirement. Excellent probability of success.
8	Somewhat exceeds expectations. High probability of success.
6	Meets expectations. Proponent has a good understanding of the requirements. Good probability of success.
4	Somewhat meets expectations. Minor weakness or deficiencies. Fair probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements. Low probability of success.
0	Lack of response or significant misunderstanding of the requirements.

Note: The Town reserves the right to reject any proposal that receives a rating of zero (0) on any criteria.

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 discretion, 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 pass or fail criteria, the Proponent with the lowest price will be invited to conclude 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 Works 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 (Part C), 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 Town enters into a Contract with a Proponent and that Proponent, for any reason, does not complete the work under the Contract within the Milestones Dates or Scheduled Operational Date, 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 must 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 ATIA:

All Proposals submitted to the Town will not be returned and will be retained in accordance with the *Access to Information Act* ("ATIA"). Proponents should note that in accordance with the provisions of ATIA, 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 ATIA and the Town's limited ability to refuse to disclose third party information pursuant to section 19 of ATIA.

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 *Bidding Portal* 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 *Bidding Portal* 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. If a single Proposal has been received, the Town may deem the procurement as failed and reserves the right to the cancel the RFP as a result.

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 Town will enter into with the Contractor at the conclusion of the process outlined in Section 6.6 of Part B.

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

The Town and the successful Proponent shall enter into a Contract for the Work on the basis of Canadian Construction Documents Committee CCDC4 – 2023 Unit Price Contract (available at <http://www.ccdc.org/documents/>), as modified by the Supplementary General Conditions posted on the bidding portal.

Part D: Submission Forms



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

Part D Contents:

This Part D contains the following forms:

- Appendix A – Certification Form
- Appendix B – Pricing Form
- Appendix C – Rated Criteria and Proposal Content
- Appendix D – Experience Form
- Appendix E – Subcontractors 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 Town which is not available to other Proponents to this RFP.
- iii. The Proponent has influence over an employee of the Town 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 and Tenders portal 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 – PRICING FORM



Proposals must include this Appendix B – 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.

Evaluation Factors:

The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part B of this RFP.

1. Pricing Basis:

Pricing entered into the tables of Section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes, but not the GST which shall be itemized separately where indicated.
- b. Unit Rate Prices are all-inclusive and include for all labour, materials, supplies, travel, overheads and profit, insurance, mobilization/demobilization, and all other costs and fees necessary to perform the Scope of Work outlined in Part A.
- c. In case of discrepancies between Unit Prices and extended prices, the Unit Prices will prevail.
- d. Prices shall be for the entire Contract term.

Proponents shall submit with their proposals a PDF and Excel version of the Schedule of Prices ("SOP") for the purpose of bid evaluations with the PDF taking precedence.

2. Total Contract Price:

Proponents shall complete the "Schedule of Prices" documents for schedules A-I, which are available under the documents section of the Bidding Portal. Proponents must upload the completed Schedules of Prices documents with their Submission on the Bidding Portal. Copy the Total Prices from each "Schedule of Prices" schedules in the table below (excluding GST) and add the totals to reflect the Total Contract Price.

Price Schedule	Price (CAD)
Total Prices - Schedule A	\$
Total Prices - Schedule B	\$
Total Prices - Schedule C	\$
Total Prices - Schedule D	\$
Total Prices - Schedule E	\$
Total Prices - Schedule F	\$
Total Prices - Schedule G	\$
Total Prices - Schedule H	\$
Total Prices - Schedule I	\$
TOTAL CONTRACT PRICE (excl. GST) Sum of schedules A-I above	\$

3. Payment Terms:

The Total Contract Price shall be paid by the Owner to the Contractor in a series of progress payments, which will be invoiced by the Contractor at monthly intervals. Invoices and progress payments must be based on the actual progress of the work completed or equipment and materials installed at the work site. Determination of actual progress of work completed shall be at the Owner's sole discretion. Invoices will be paid within 30 calendar days receipt by the Owner.

APPENDIX C – RATED CRITERIA AND PROPOSAL CONTENT



Proposals must include, in a format of your choice, the details requested in this Appendix C – Rated Criteria and Proposal Content

PASS/FAIL CRITERIA	PROPOSAL CONTENT
Work plan/ Schedule	○ Schedule outlines specific dates for key activities and deliverables required for completion of the work. ○ Schedule identifies significant work items, showing the order in which the proponent proposes to carry out the work. ○ Schedule that meets all Milestone Dates and Schedule Operational Date. ○ Equipment type and availability is suitable to complete the project by the specified Milestone Dates and Schedule Operational Date.
Project Team Qualifications and Experience	1. Project Leader ○ Project Leader identified for managing project deliverables and will serve as the Proponent's main point of contact who has applicable skill sets, credentials, and demonstrated experience in similar projects. Include a resume not to exceed three (3) pages. ○ For the identified project leader, being located in the Calgary region is an asset. ○ Project Leader or knowledgeable experienced designate has the ability to respond to the Town within twenty-four (24) hours notice on all business days. 2. Core Team and Safety Professional ○ Core project team members identified on the organizational chart which outlines roles and responsibilities of each team member supporting applicable skill sets, credentials, and applicable

	experience. This includes the safety professional responsible for the safety program compliance. ○ Sub-contractors identified in Appendix E have applicable skill sets, credentials, and demonstrated experience in similar projects.
Relevant Project Experience	○ The Proponent's proposed team has undertaken up to three (3) project examples similar to the project detailed in this RFP. This can include projects such as lagoons, storage ponds, storm ponds, dams, etc. ○ The Proponent's proposed sub-contractors have undertaken projects similar to the specific sub-contractor scope detailed in this RFP. Provide up to three (3) project examples for each sub-contractor who will be performing the liner, earthworks, and utilities Scope of Works. ○ Experience of the Proponent or sub-contractor with synthetic liners is required. ○ Experience with constructing a dam is an asset. ○ Provide up to three (3) references for the projects performed by the Proponent described as per above, using Appendix D as a template for the information required.

APPENDIX D – EXPERIENCE FORM



Proposals must include, in a format of your choice, the details requested in this Appendix D – Experience Form.

Proponents should provide details on 3 projects completed in the last 5 years which are the most similar to the Scope of Work. Proponents should note that the Town may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client's feedback). If Subcontractors are to be used in delivering the Service, then the details requested in this form should also be provided for each Subcontractor as an additional form.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of experience will include:

- Suitability of experience with similar work and projects;
- Feedback from Client references, if the Town chooses to contact references; and
- The Town's own experience.

Project Experience #1

Client Company Name:	
Project Name:	
Contact Name:	
Contact Telephone number:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	
Project Leader and Superintendent:	

Project Experience #2

Client Company Name:	
Project Name:	
Contact Name:	
Contact Telephone number:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on	
Brief Description of Project and Services Proponent Performed:	

Value of Proponent Contract on this Project (excluding GST):	
Project Leader and Superintendent:	

Project Experience #3

Client Company Name:	
Project Name:	
Contact Name:	
Contact Telephone number:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	
Project Leader and Superintendent:	

APPENDIX E – SUBCONTRACTORS FORM



Proposals must include, in a format of your choice, the details requested in this Appendix E – Subcontractors Form, if Subcontractors will perform any part of the Work.

Please label as “Appendix E – Subcontractors Form” and upload with the Proposal.

Proponents are encouraged to use this form to provide details on any Subcontractors to be used in performing the Services. Proponents should note that any Subcontractor which is not named in this Form submission cannot be used in delivering the Service.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of subcontractors will include:

- The part of the work being performed by the subcontractor, is within the firm’s scope of practice.

Part of Works to be Performed	Legal Name of Subcontractor

Part E: Attachments



This Part E contains an overview of the design drawings and Specifications, as detailed in Part A: Section 4. Works Required (Scope of Work). All documents are uploaded on the Bidding Portal.

1. Design Drawings

No.	Drawing Title	Revision No.
-	Title Page	0
001	Legend	0
002-01	Existing Site Conditions	0
002-02	Site Layout & Grading Key Plan	0
002-03	Site Grading Plan 1	0
002-04	Site Grading Plan 2	0
002-05	Site Grading Plan 3	0
002-06	Cross Sections	0
002-07	Cross Sections	0
003-01	Site Layout & Utility Piping Layout Key Plan	0
003-02	Berm & Inlet Pipes Plan Profile	0
003-03	West Inlet Plan Profile	0
003-04	East Inlet Plan Profile	0
003-05	Equalization Plan Profile	0
003-06	Phase 1 Reservoir – Pump Station Intake Pipe Plan Profile	0
004-01	Under Drain & Geocomposite Key Plan	0
004-02	Under Drain & Geocomposite Layout Plan 1	0
004-03	Under Drain & Geocomposite Layout Plan 2	0
005	Liner Layout Plan	0
006	Storm Drainage Areas	0
007-01	Cut & Fill Plan (Phase 1)	0
009-01	Details 1	0
009-04	Details 4	0
009-05	Details 5	0
For Reference Only		
007-02	Cut & Fill Plan (Phase 2)	0
007-03	Cut & Fill Plan (Phase 1 & 2)	0
009-02	Details 2	0
009-03	Details 3	0

2. Project Specifications

3. Wetland Assessment and Impact Report

RFP# 26-117

Construction Services for Foothills Okotoks Regional Water Project – Raw Water Reservoir

4. Water Act Approval
5. Reservoir Phase 1 Consequence Classification R1 Report
6. FORW – Reservoir, Geotechnical Design Report