



**Request for Proposal:
Blackfalds Municipal Engineering
Services 2021-2023**

Closing location:
Blackfalds Civic Centre
5018 Waghorn Street,
Blackfalds, AB T0M 0J0

Closing date and time:
January 28, 2021
2:00 PM, Local Time

General Contact Person:
Preston Weran, Infrastructure and Property Services Director
Phone 403.885.6242 pweran@blackfalds.com

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1.0 INTRODUCTION

The Town has issued this Request for Proposals (RFP) to identify and rank potential providers of Municipal Engineering Services for the Town of Blackfalds.

Qualified Proponents must be able to demonstrate in the proposal that they can provide a full range of municipal engineering services at a local level. (see details under section 4.0 Objective below).

The successful Proponent will be invited to enter into a three-year Master Services Agreement with the Town for the provision of the Service, with the potential option to extend the contract for 3 additional years. The anticipated start date for the service is February 15th, 2021, but this date is subject to change.

Any award of services will be subject to approval of the agreement by Town Council.

2.0 BACKGROUND

Blackfalds is one of Canada's youngest and fastest growing communities; with a population of approximately 12,000 in 2020. Ideally situated in Central Alberta, midway between Alberta's two largest urban centres, Blackfalds retains the feel and security of a small-town while being only a short drive from urban amenities of post-secondary education, regional scale shopping outlets and entertainment. Outstanding recreational opportunities, a robust and diversified economy and affordable land and housing are among the factors contributing to our thriving, successful, and dynamic community.

As the population of Blackfalds increases, the expectations of the community for businesses, products, and services also increase, resulting in the need for updated and current goals and strategies as well as long range capital and operating planning to address infrastructure planning and operating results.

3.0 OPPORTUNITY

The Town of Blackfalds desires to enter a professional contract for a Town Engineer to provide general engineering services on an as needed basis. The Town holds the right to either tender all engineering tasks/projects or to enter contract with the Town Engineer for engineering services of that task/project. All tendering and purchasing processes are at the Town's discretion.

The successful firm will enter into a written contract with the Town of Blackfalds prepared by the Town of Blackfalds. Should negotiations with the successful firm be discontinued the Town of Blackfalds reserves the right to open discussions with other firms.

4.0 OBJECTIVE

The primary objective of this Request for Proposals (the “RFP”) is an invitation by the Town of Blackfalds (the “Town”) to submit **binding proposals** for the provision of engineering and geotechnical testing services.

Additionally, the Town engineering firm will provide the Town with recommendations on review of subdivision plans, developer’s construction projects and consult on various engineering matters.

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

- general engineering consultation and advisement
- review and consultation with Town staff on development policies, procedures and advice regarding regulatory compliance
- participate in long- and short-term planning/engineering exercises for the extension and upgrading of municipal infrastructure to accommodate growth, ensure public safety and the efficiency and reliability of the infrastructure
- assist Town staff with procurement of contracted services related to engineering structures including cost estimates for budgeting purposes
- design work, and construction management services, as requested, for capital projects from time to time
- liaison with other levels of government, utility companies and community groups on engineering issues
- geotechnical investigation, analysis and recommendations
- stormwater management system analysis and planning
- sanitary sewer collection system analysis and planning
- water distribution system analysis and planning
- public consultation strategies development and support
- general buildings support engineering, and
- business case development

See attached 10-year capital plan (Schedule D) for anticipated future 2022-2023 capital project sole sourced proposal.

5.0 GENERAL INSTRUCTIONS TO BIDDERS

Proposals specifically marked

“Blackfalds Municipal Engineering Services 2021-2023 Proposal”

shall be received by the following:

Mr. Preston Weran, Director of Infrastructure and Property Services
Town of Blackfalds Civic / Cultural Centre
5018 Waghorn Street, Box 220
Blackfalds, AB T0M 0J0

Proposals shall include the following information:

- 5.1** Faxed Proposals will not be considered. Email submission will not be allowed, except for digital version of the submission. The Town will not be held responsible for late submissions.
- 5.2** The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the Town under this RFP by signing the Signature Sheet (see section 15.0). Responses submitted that do not include a signed Signature Sheet will not be considered.
- 5.3** All communications regarding this RFP should be sent to the Director – Preston Weran at poweran@blackfalds.com. The Town will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Town’s contact above which may issue written addenda.
- 5.4** Each Proponent must make full disclosure of any personal or business relationships with any member of Town Council, any Executive Officer, or any Town staff member. Disclosure, if any, must be made in writing and accompany the Proponent’s response.
- 5.5** The law applicable to this RFP is the law in force in the Province of Alberta.
- 5.6** All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.
- 5.7** Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the Town be responsible for these costs.

5.8 PROPOSAL REQUIRED INFORMATION

- 5.8.1 The proposal, excluding the cover sheet shall be in English, no more than 20 single sided 8.5x11 inch pages, single spaced using font size 10 or larger font. A maximum of 2 of the 20 pages can be 11x17 if required. The appendix shall include relevant resumes, awards, letters of reference, past projects or other supplementary information pertaining to the proposal. Appendixes shall be no more than 30 single sided 8.5x11 inch pages single spaced, using font size 10 or larger.
- 5.8.2 The proposal shall highlight the lead Engineer (primary contact) who must have a valid Engineering Permit in the Province of Alberta and must also include a secondary contact for your company.
- 5.8.3 The ability to provide engineering services throughout each discipline of civil engineering and testing that may be required by the municipality must be shown.
- 5.8.4 Indicate the process that your firm would follow in order to obtain knowledge of current and upcoming projects that the Town is considering and how they would provide budgetary engineering assistance.
- 5.8.5 Outline your methodology for administering the invoices for operating works, capital works, payment certificates and general inquiry information and specific works. Costing shall be provided based on the firm's personnel categories at a fixed hourly rate submitted for each of the 3 contract years (2021 to 2023). The Town will use these rates for all future general engineering tasks and projects. The Town will not pay for any travel time or mileage outside of the standard disbursements provided under the costing submitted during the RFP.
- 5.8.6 The Town is interested in firms who have demonstrated experience providing cost effective, long term, practical solutions to smaller municipalities such as the Town of Blackfalds. The ideal firm will consider establishing an office within the Town of Blackfalds; however, it is not a mandatory requirement. The Town expects very timely and effective response to its problems and expects matters to be dealt with economically and professionally. This firm will have a valid Alberta Permit to Practice and stand behind the staff's advice and take responsibility for remedying errors in design or calculations.
- 5.8.7 The firm must provide consultation as needed, so timely availability of the firm's staff is extremely important in the evaluation. Each submission must indicate the method that communications will flow from the firm to the Town. This communication plan will require the lead Engineer and secondary contact to be in attendance for day meetings with shareholders and project teams.
- 5.8.8 Provide a detailed company profile of the firm's engineering team, the primary and secondary contact individual qualifications who would be directly involved with the Town of Blackfalds and the support staff commonly used.
- 5.8.9 Provide three references for the lead Engineer and three references for the secondary contact that can attribute to the quality, accuracy and professionalism of your employees and your firm. Include the company name, contact person, phone

number and years that you provided engineering work for that entity.

5.9 PROPOSAL PRICES

- 5.9.1 All prices proposed shall be in Canadian under point 5.8.5 above. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.
- 5.9.2 Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated. When suggesting subscription costs the Proponent will describe the costs as related to present associated industry rates.
- 5.9.3 Goods and Services Tax (GST) shall not be included in quoted prices.
- 5.9.4 Unless specified otherwise by the Proponent, the Town will assume the Proposal to be firm for acceptance resulting in an agreement within 90 days of proposal closing.
- 5.9.5 The costs and work description shall be written in common language with descriptions manageable to a lay person.

6.0 DELIVERABLES

- 6.1** Time shall be of the essence to complete the package of services by the successful Proponent and no extension of time given on any occasion will be deemed to be a general waiver of this condition.
- 6.2** One emailed copy of the entire digital 50 page document and one hard copy of the document delivered as noted under Schedule B- Mandatory Criteria List.
- 6.3** The Proponent is expected to use all reasonable undertakings to make delivery at the time specified in the RFP or otherwise stated. If for any reason delivery is delayed, the Proponent shall be responsible for any loss or damage sustained by the Purchaser or any third party consultant by reason of such delay, unless prior written consent from the Purchaser is given accepting delay.

7.0 GENERAL

- 7.1** The Town may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial, or municipal licensing regulations or bylaws or other requirements.
- 7.2** The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, the Town, or any other authority to enable the Proponent to do all things necessary to perform the Contract.
- 7.3** Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- 7.4** Any references in the RFP to statutes or regulations or to any Town bylaws are deemed to include the most recent amendments thereto or replacements thereof.
- 7.5** Definitions - Throughout this request for Proposal the following definitions apply:
- i) “Consultant” means the firm that the Engineer works for under the MSA
 - ii) “Engineer” means the successful candidate to this Request for Proposal
 - iii) “Municipal Engineering services” means the services as outlined under Schedule A
 - iv) “Town” means the Town of Blackfalds
 - v) “Proposal” means a submission in response to this Request for Proposal
 - vi) “MSA” means a Master Services Agreement with Task Allocation as negotiated
 - vii) “RFP” means Request for Proposal

The successful Proponent hereafter shall be referred to as the “Engineer” or “Consultant” as the context requires.

8.0 COMMITMENT AND LIMITATION OF LIABILITY

- 8.1 Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the Town.
- 8.2 In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 8.3 In no circumstances will a Proponent be permitted to limit their liability to an amount less than FIVE MILLION (\$5,000,000.00) dollars.
- 8.4 In no circumstances will a Proponent be entitled to special damages.
- 8.5 The selected Proponent will carry a comprehensive general liability policy with a minimum limit of FIVE MILLION (\$5,000,000.00) including products and completed operations and non-owned automobile liability to the same limits.

9.0 PROJECT SCHEDULE

Key Points in RFP Process	Date
Issuing Date of RFP	January 4, 2021 (Local Time)
Deadline for Questions	January 21, 2021 4:30 pm (Local Time)
Deadline for Issuing Addenda	January 26, 2021 4:30 pm (Local Time)
RFP Closing Date and Time	January 28, 2021 before 2:00 pm (Local Time)

10.0 PROPOSAL

10.1 ACCEPTANCE OR REJECTION

- 10.1.1 Any award will be subject to approval by Town Council.
- 10.1.2 A Proposal may be rejected based on the Proponents' past performance, financial capabilities, completion schedule or general failure to comply with Federal, Provincial or Municipal legislation.
- 10.1.3 The Town reserves the exclusive right in its sole discretion:
 - 10.1.3.1 to accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
 - 10.1.3.2 to accept the Proposal in part or in its entirety;
 - 10.1.3.3 to accept a Proposal submitted as a partnership between 1 or more potential Proponents;
 - 10.1.3.4 to reject all Proposals and to invite new Proposals for the services required;
 - 10.1.3.5 to increase, decrease, delete, or vary any portion of the work;
 - 10.1.3.6 to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
 - 10.1.3.7 to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
 - 10.1.3.8 to reject Proposals which have conditions attached, which are not authorized by the RFP; and
 - 10.1.3.9 to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements;

10.2 ASSIGNMENT OF CONTRACT:

- 10.2.1 A consultant shall not, without the prior written consent of the Town, which consent may be withheld at the sole discretion of the Town, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations, and benefits of the contract. It shall; however, be a condition of any consent, if given, that the proposed assignee provide the Town with evidence satisfactory to the Town that the assignee can comply with the provisions of the Contract.

10.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT:

10.3.1 The Town acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The Town is, however, bound by the Freedom of Information and Protection of Privacy Act (Alberta) and all documents submitted to the Town will be subject to the provisions of this legislation.

10.4 PERFORMANCE AND EXCUSABLE DELAYS:

10.4.1 The Contractor may be evaluated periodically throughout the course of work or at the end of the project as the case may be. The Town will work with the consultant to set key performance indicators (KPIs), which may have financial implications for not meeting certain KPIs. Any evaluations will be shared with the consultant with the goal of immediate and permanent resolution of any problems and concerns.

10.4.2 The Town and the Proponent will acknowledge that delays in performance under the understanding such may arise due to events beyond their reasonable control. Such delays will be excusable, and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

10.5 ENVIRONMENTAL CONSIDERATIONS

10.5.1 Proponents are advised that the Town has a policy to support the purchase of products and services that will minimize any negative impact on the environment. The Town recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance. The Town will purchase environmentally preferred products or services whenever it is practical and can be obtained at a reasonable cost.

10.6 CLARIFICATION

10.6.1 The Town reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

10.7 NEGOTIATION

10.7.1 The Town reserves the right to negotiate the terms of any Proposal with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, the Town and the Proponent will be released without penalty or further obligations other than any surviving obligations

regarding confidentiality and the Town may, in its discretion, contact other Proponents whose Proposals are considered by the Town suitable for the project and attempt to conclude a formal agreement with them.

10.8 RIGHT TO TERMINATE

10.8.1 Any of the following occurrences or acts will constitute an event of default by the Proponent under the RFP and any resulting contractual agreement:

10.8.1.1 Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express, or implied, continuing for fifteen (15) days after the Town has given the Proponent notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the Town in its discretion may extend the time period for rectification or terminate the agreement;

10.8.1.2 An assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or

10.8.2 The appointment of a Receiver for the Proponent. In the event either 10.8.1.1. or 10.8.1.2 occurs, the Town will have the right to terminate the Contract immediately.

10.8.3 Notwithstanding anything contained herein, the Town may, at any time during the term of any Contract arising as a result of this RFP, upon giving 30 days' notice to the Proponent, terminate the Contract if the Town is of the opinion that the services supplied by the Proponent are not of a standard satisfactory to the Town or that the Proponent no longer has the financial capability to perform its obligations under the subsequent contract.

10.8.4 The Town in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the consultant upon giving 7 days notice to the consultant.

10.9 NO COLLUSION

10.9.1 Except as otherwise specified or as arising by reason of a provision of the RFP documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or Contract arising out of this RFP. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this RFP.

- 10.9.2 Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal.

10.10 CONFLICT OF INTEREST

- 10.10.1 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Town or their immediate families which might in any way be seen by the Town to create a conflict.
- 10.10.2 Any issues which may be perceived as conflicts of interest must be identified. If the Proponent declares an actual or potential Conflict of, the Proponent must provide details of the actual or potential conflict of interest when submitting the Proposal.
- 10.10.3 If the Proponent does not identify an actual or potential conflict of interest when submitting their Proposal, they will be deemed to declare that there was no conflict of interest in preparing its Proposal, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

10.11 EXECUTION OF FORMAL AGREEMENT

- 10.11.1 This RFP represents a definition of specific requirements only. It is not intended to be, nor should it be construed as, an offer to contract. The Town will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the Town. Only the execution of a written contract will obligate the Town in accordance with the terms and conditions of that contract.
- 10.11.2 If the Proponent's document is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within 60 days.
- 10.11.3 The complete RFP together with and subject to all the provisions contained therein, along with the Town's form of Contract, shall, when accepted and executed on behalf of the Owner, constitute a binding Contract between the Proponent and the Owner.

11.0 EVALUATION CRITERIA

- 11.1 The Town considers the following requirements of the package submission to be of primary importance in the evaluation of bids for this RFP. Weighting points will be allocated based on the Town’s assessment of the submissions where exact numerical assessment (such as price) cannot be made. Only those requirements applicable to the bid and based on the submission will be considered. The intent is to acquire service that best meets the Town’s overall requirements based on the anticipated total cost of project.
- 11.2 Proposals that do not meet the following mandatory requirements under the evaluation process below shall be disqualified without further consideration, subject to any rectification.

12.0 EVALUATION PROCESS

12.1 Step 1 – Initial Review of Mandatory Requirements

12.1.1 Step 1 will consist of a review of all the mandatory requirements to determine which Proposals comply. Proposals that do not meet mandatory requirements (Schedule B and Schedule C) shall be disqualified.

12.2 Step 2 – Rated Criteria Review

12.2.1 Step 2 will consist of a review of all compliant Proposals to determine the highest-ranking Proponent based on the rated criteria (excluding cost pricing), as set out in the Table 1. References provided may be used to re-evaluate and validate the Proposal submission but will not be scored separately.

Table 1: Initial Rated Criteria Review

Rated Criteria Category	Value	Score
Capabilities of Firm	25%	
Service Delivery Plan	45%	
Innovative and Value-Added Solutions	10%	
Total Value	80%	

12.3 Step 3 – Potential Interview

12.3.1 The top-ranked Proponents from Step 2 may be required to participate in an interview process which may require a demonstration of their Service. If an interview is required by the Town, Proposals will be re-evaluated,

and the highest ranked Proponent determined

12.4 Step 4 – Pricing Review

12.4.1 Step 4 will consist of a review of the Proposal Pricing for the top-ranked Proponents from Step 2 & 3 to determine the Pricing score.

Table 2: Cost Pricing Rated Criteria Review

Rated Criteria Category	Value	Score
Cost Pricing	20%	
Total Value	20%	

12.5 Step 5 – Total Points Review

12.5.1 Step 5 will consist of a review of the Total Point Score to determine the top-ranked Proponent based on the criteria set out below in Table 3:

Table 3: Total Rated Criteria Review

Rated Criteria Category	Value	Score
Capabilities of Firm	25%	
Service Delivery Plan	45%	
Innovative and Value-Added Solutions	10%	
Cost Pricing	20%	
Total Value	100%	

12.6 Step 6 – Selection

12.6.1 The top-ranked Proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the Town.

12.6.2 Evaluation scores and rankings are confidential and apart from identifying the top-ranked Proponent no details of the Proposal score or ranking of any Proponent will be released to any other Proponent.

12.6.3 Proponents should note that if the parties cannot execute a contract, the Town may invite the next-best-ranked Proponent to enter into negotiations. In accordance with the process rules of this RFP process, there will be no legally binding relationship created with any Proponent prior to the execution

of a written agreement. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

12.7 CREDIT CHECKS

- 12.7.1 The Town reserves the right to request and receive financial information, credit checks, and performance securities from a Proponent or Contractor that will, in the Town's opinion, protect the Town's interests and/or demonstrate that the Proponent's or Contractor's business is financially sound. Failure to comply with such requests may result in a Proposal being rejected.

13.0 PERFORMANCE, ACTS AND REGULATIONS

13.1 ACTS & REGULATIONS

- 13.1.1 The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal, or other governmental bodies, agencies, tribunals, or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders, or regulations with respect to meeting Contractor's obligations under a Contract, including, without limitation the following:
- Town of Blackfalds applicable bylaws
 - Workers' Compensation Act
 - Labour Relations Code
 - Occupational Health and Safety Act
 - Public Health Act
 - Environment Protection and Enhancement Act
 - Employment Standards Act
 - Safety Codes Act
 - The "Engineer" must be a Professional Engineer/Licensee, registered with APEGGA.
- 13.1.2 The Proponent as the Contractor shall abide by all rules and regulations adopted by the Town and communicated from time to time in writing to the Contractor during the term of Contract.
- 13.1.3 If the Contractor is of the opinion that the associated costs to the Contractor to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the

Contractor may elect to terminate the contract in accordance with terms of Schedule A "Scope of Work" herein or to proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta and determine the reasonableness and the amount of the associated costs which the Contractor should bear.

13.2 PERFORMANCE

13.2.1 The Town requires written confirmation by a Proponent respecting the Proponent's commitment and ability to comply with legislative requirements and industry standards. The Proposal must respond specifically to the following:

- Confirmation that the Proponent will follow all policies and procedures of the Town;
- Confirmation that the Proponent will attend safety and coordination meetings so that the Proponent may be informed of health or safety hazards at any work location;
- Confirmation of the Town's right to require the Proponent to take additional steps such as additional training or appointment of additional supervision, and the right of the Town to stop work or ultimately terminate the Contract without penalty if work is not being performed safely by the Proponent;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and
- Confirmation of the Proponent's obligation to indemnify the Town for any losses, including fines or legal expenses, arising from health and safety liability.

13.3 INSURANCE REQUIREMENTS

13.3.1 The Proponent as the Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Town the following insurance policies:

13.3.1.1 A Commercial General Liability insurance policy for bodily injury

(including death) and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy shall:

- Include the Town of Blackfalds as an additional insured;
- Include a cross liability clause;
- Products and Completed Operations Endorsement;
- Non-owned Automobile Liability Endorsement to limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence; and
- Contractors Equipment Floater Endorsement for full replacement costs.

13.3.2 The said insurance policies shall include provision for the Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.

13.3.3 The Proponent as the Contractor shall provide documentary evidence in a form satisfactory to the Town of the above-mentioned insurance policy at inception of the Contract and at each renewal date thereafter or when requested by the Town.

13.3.4 The Proponent as the Contractor and not the Town shall be responsible for any deductible that may apply in any of the said insurance policies.

13.3.5 The insurance requirements detailed here are considered to be the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the Town.

13.3.6 All policies of insurance shall include as additional insured the Town of Blackfalds, its officers, administrators, assigns, employees, agents, and contractors. Such liability insurance shall contain a cross liability clause whereby the insured indemnifies each insured as if a separate policy had been issued to each. A certificate of insurance evidencing the Town of Blackfalds being added as an additional insured on their policy with 30 days notice of change or cancellation of insurance.

13.3.7 The Proponent covenants and agrees to indemnify and hold harmless the Town, its officials, officers, employees and agents from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work stipulated in the RFP or in the performance of the Contract.

13.4 SECURITY CLEARANCE

The purpose of this section is to ensure that ALL Contracted employees working on this project are free of Criminal Records and Convictions for offenses against Persons, or Property, for which they have not been pardoned. Authority to proceed with site

work on behalf of the Town shall be withheld from all persons that have not fulfilled the Security Clearance requirements as specified within this section.

13.4.1 The Contractor shall, at its sole expense, obtain security clearance from the R.C.M.P. and provide certified proof thereof, for all its employees assigned to work on-site, prior to that employee's commencement of work on Town identified sites.

13.4.2 The Contractor SHALL:

13.4.2.1 NOT assign ANY person to perform work for the Town that is under the age of 16.

13.4.2.2. PRIOR TO permitting ANY employee to perform work on the Contractor's behalf within the Town's Buildings, cause that person to submit an accurate and fully completed Security Clearance. A photocopy of identification satisfactory to the Town (usually a Driver's License, Immigration or Passport Documents, or other Photo bearing identification) MUST be provided and accompany the Security Clearance Form.

13.4.2.3 NOT assign ANY person to perform work within the lands owned and managed by the Town until such time that the Security Clearance Form has been investigated and the result of that investigation is made known to the Town and the Contractor.

13.4.2.4 NOT assign ANY person to perform work within the lands owned and managed by the Town of Blackfalds that is found to have, or otherwise known by the Contractor, to have, a Criminal Record OR Conviction for offenses against persons or property (erg. theft, shoplifting, assault, sexual offenses, etc.) for which a pardon has not been obtained.

13.4.2.5 INFORM the Town of any/all contracted employees authorized to work within the lands owned and managed by the Town that are convicted of offenses against persons or property during the term of the Contract.

13.5 OCCUPATIONAL HEALTH & SAFETY

13.5.1 For the purposes of the Occupational Health and Safety Act, the Contractor is considered to be the "Prime Contractor" as defined in the Act. It is specifically drawn to the attention of the Proponent that the Occupational Health & Safety Act provides in addition to other things that;

- "A Prime Contractor shall ensure, on a project undertaken by the Prime

Contractor constructor that, the measures and procedures prescribed by this Act and the regulations are carried out on the project.

- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected.”

14.0 SPECIAL CONDITIONS OF PROPOSAL

14.1 REFERENCES

- 14.1.1 Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent’s skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from municipal clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included with the Proposal.
- 14.1.2 The Town reserves the right to check the references of all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Proponent is compliant with this RFP.
- 14.1.3 The Town will not enter into a contract with any Proponent whose references, in the opinion of the Town, are found to be unsatisfactory.

14.2 LENGTH OF CONTRACT

- 14.2.1 The successful Proponent will be invited to enter into contract negotiations with the Town for the provision of the Service for a three-year period, with the potential for additional 3 years of service provision. The anticipated start date for the service is February 15th, 2021, this date is subject to change.

14.3 NOTICE

- 14.3.1 Notices in connection with the Contract will effectively be given if sent by registered mail or hand delivered to:

Town of Blackfalds Civic / Cultural Centre
Attention: Mr. Preston Weran, Director of Infrastructure and Property Services
PO Box 220, 5018 Waghorn Street

Blackfalds, AB T0M 0J0

The Consultant shall provide an address for notices upon entering into the Contract with the Town.

Any Notice sent by registered mail will be considered as having been received seven (7) days after the mailing of such.

14.4 TOWN PROVIDED INFORMATION

All information provided to the Proponent including quantities or any other figures are accurate to the best of the Town's knowledge. This information is intended to allow the Proponent to ascertain the scope of the Proposal. The actual figures may vary and the Town will not guarantee that this information is correct. Reliance on this information shall be at the Proponent's own risk.

14.5 FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for the time period quoted in the Proposal. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price Proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

14.6 TOWN OF BLACKFALDS BYLAWS

Copies of the applicable Bylaws are available online via Town of Blackfalds website www.blackfalds.com for the information of the Proponents. Proponents acknowledge and agree that the Town may, from time to time, during the term of the Contract amend, repeal and/or replace the bylaws, as deemed appropriate.

15.0 SIGNATURE FORM

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for Proposal and Contract awarded pursuant to the Request for Proposal.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Proposal, which may include, Instructions For Submitting Proposal, General Conditions Of Proposal, Special Conditions Of Proposal, all drawings and specifications as may be listed in and any amendments or addenda.

The Undersigned also authorizes the TOWN OF BLACKFALDS to contact any of the listed references submitted in their Proposal response.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH ANY SUBMISSION

SCHEDULE 'A' - SCOPE OF WORK

The successful Proponent ("Contractor") will provide the Service under this general scope of work below- Mandatory Service Area.

Service Area Qualifications

The following is not meant to be an exhaustive list of all tasks the Consultant will be required to perform. Rather, the list has been provided to give Respondents a reasonable accurate understanding of the type and range of engineering expertise the Consultant will be required to provide.

Service Area	Mandatory Service Area? (y/n)	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
General Engineering Consultation			
Subdivision Drawing Reviews	Y		
Site Condition Assessment	Y		
In-Person Meeting Attendance (Or virtual under a pandemic)	Y		
Periodic Inquiries	Y		
Long, Short- and Medium-Term Planning Support	Y		
Class D Cost Estimate (Concept)	Y		
Class C Cost Estimate (Budget)	Y		
Class A Cost Estimate (Pre-Tender)	Y		
General Administration (meeting notes, agenda preparation etc.)	Y		
Contract Administration	Y		
Quality Assurance Testing			
Shallow Utility Coordination	Y		
CCC/FAC Certificate Issuance	Y		
Geomatics			
Surveying for Design			
Surveying for Construction			
Legal Land Surveying			
Pre-Design, Detailed Design, Tendering, and Construction Management - Annual Capital Infrastructure Program			

Service Area	Mandatory Service Area? (y/n)	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
<p>The Town is within the Central Alberta Corridor, which continues to experience steady growth. The Consultant will be responsible for periodic review and comment on plans, design, and other documents or drawings at the various stages of subdivision development. Consultation may also be required on specific aspects of a development, or to provide analysis and recommendations on issues that may arise throughout the course of development or planning horizons.</p>			
Pre-Design, Detailed Design, Tendering, and Construction Management – For the Municipality	Y		
3rd Party Drawing Review	Y		
Report/Study Reviews	Y		
3rd Party Site Inspection and Consultation	Y		
Phase 1 Environmental Surveys			
Phase 2 Environmental Surveys			
Phase 3 Environmental Surveys			
General Buildings Engineering			
<p>The City owns several buildings which require ongoing care and maintenance, as well as periodic renovations including but not limited to: Fire Hall, Provincial Building, 2 Pumphouses, 5 Lift Stations, stand-alone concessions, and washroom facilities. The Consultant will perform various engineering tasks related to both the maintenance and upgrade of these buildings. The Consultant may be required to provide facility expertise in the following areas of the Town’s building portfolio:</p>			
Structural Engineering			
Building Envelop Engineering			
HVAC Engineering			
Interior Design			
Architecture			
Long Range Facility Planning			
Pre-Design, Detailed Design, Tendering, and Construction Management			
Specialized Buildings Engineering			
Building Use Analysis			
Building Code Review			
Ice Plant Expertise			

Service Area	Mandatory Service Area? (y/n)	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
Green Energy Technology Expertise			
Overhead Lift Engineering			
Water/Wastewater Facility Engineering			
Water/Wastewater Pump Capacity Analysis	Y		
Water/Wastewater Logic Controls and Monitoring	Y		
Instrumentation and SCADA Analysis and Troubleshooting - the Consultant must be able to provide on-site assistance for this issue in under 24 hours at all times	Y		
Water Reservoir Capacity Analysis	Y		
Water Reservoir Life Cycle Analysis	Y		
Emergency Power Generator Life Cycle Analysis			
Emergency Power Generator Capacity Analysis			
Water Quality Monitoring Equipment Analysis	Y		
Water/Wastewater Flow Meter Analysis	Y		
Wet Well Capacity Analysis	Y		
Wet Well Life Cycle Analysis	Y		
Effluent Quality Monitoring Equipment Analysis			
Transportation Design & Construction			
The Consultant will be required to plan, design, and oversee the construction of public roadways, including laneways.			
Transportation Master Plans	Y		
Functional Planning Studies	Y		
Traffic Impact Assessments	Y		
Road Structure Recommendations	Y		

Service Area	Mandatory Service Area? (y/n)	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
Pavement Management Analysis			
Bridge Capacity Analysis			
Bridge Life Cycle Analysis			
Bridge Design			
Pre-Design, Detailed Design, Tendering, and Construction Management	Y		
Stormwater Management System Analysis & Planning			
<p>The Town owns, operates, and maintains a stormwater management system which includes manholes, catch basins, small and large diameter pipe, perforated pipe, French drains, ditches, culverts, gutters, overland swales, a lift station, and other associated appurtenances. The Consultant will be required to engage in all aspects of planning, design, and construction management for the Town's Stormwater Management System as directed including, but not limited to the following areas:</p>			
Maintain and Update Stormwater Model	Y		
Future Needs Analysis and Recommendations	Y		
Pre-Design, Detailed Design, Tendering, and Construction Management	Y		
Sanitary Sewer Collections System Analysis & Planning			
<p>The Town owns, operates, and maintains a sanitary sewer collection system consisting of small and large diameter pipes, lift stations, force mains, manholes, outfalls to Red Deer River (to be decommissioned). Wastewater from Town is treated at the Red Deer WWTP via the North Red Deer Regional Wastewater Services Commission transmission pipeline whom the Consultant will be required to engage in all aspects of planning, design, and construction management for the Town's Sanitary Sewer Collection System as directed including, but not limited to the following areas:</p>			
Maintain and Update Sanitary Sewer Model	Y		
Future Needs Analysis and Recommendations	Y		
System Improvement Design and Construction Management	Y		
Water Distribution System Analysis & Planning			

Service Area	Mandatory Service Area? (y/n)	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
<p>The Town owns, operates, and maintains a water distribution system consisting of small and large diameter pipes, reservoirs, pumps and associated buildings, hydrants, valves of various size and function, meters, access vaults, and flush points. The Town receives treated water from the North Red Deer River Water Services Commission, whom the Consultant will be required to engage in all aspects of planning, design, and construction management for the City's Water Distribution System as directed including, but not limited to the following areas:</p>			
Maintain and Update Water Model	Y		
Future Needs Analysis and Recommendations	Y		
System Improvement Design and Construction Management	Y		
Geographic Information System (GIS) Analysis & Planning			
<p>The Town maintains a GIS database that will ultimately be used as a key component of the Town's asset management system. This system is currently under development by Town staff.</p>			
GIS Database Analysis & Assistance			
Public Consultation			
<p>The Town engages in public consultation on a variety of projects as required by the MGA or regulators. The Consultants may be required to provide support to Town Administration which includes but not limited to the following areas:</p>			
Leading presentations to Public/Council	Y		
Renderings	Y		
Electronic Presentations Development	Y		
Large Format Displays	Y		
Written Public Notifications	Y		
Consultation Summaries	Y		

PROPOSERS 2021-2023 PERSONNEL RATES MUST BE ATTACHED BELOW AS PART OF SUBMISSION.

SCHEDULE 'B' – MANDATORY CRITERIA LIST

The following are mandatory requirements. Responses not clearly demonstrating that they have been met will receive no further consideration during the qualifications review process.

MANDATORY CRITERIA

1. The Response (one bound copy maximum of 50 pages) must be received at the closing location by the specified closing date and time.
2. The RFP must be submitted in a Portable Document Format (.pdf) named " Blackfalds Municipal Engineering Services Proposal 2021-2023". The document must be one file that is not more than 10 Mb with all supporting documents included.
3. The Response must be in English.
4. The Response must include a cover letter and the cover letter must be signed by a person authorized to sign on behalf of the Respondent, to bind the Respondent to the statements made in the Response to this RFP.
5. This person noted under 4 above, will also sign and provide the Signature Form, Section 15.
6. The Respondent must be legally able to conduct business within the Province of Alberta.
7. The Respondent must be able to competently provide all services identified in Schedule A - the 'Mandatory Service Areas' with qualified personnel.
8. The Lead Professional must be a Professional Engineer/Licensee, registered with APEGGA.
9. If the Response identifies a person, persons, or an organization other than itself (i.e. a 'sub-consultant') as the provider of a Service identified in Schedule A, then an authorized signatory representing that individual or organization must provide written agreement to their ability, and willingness, to provide those services.
10. The Response must include a completed copy of the forms included in Schedule A - Service Area Qualifications.
11. The Response must include a completed copy of the proposed 2021-2023 rates for key personnel outlined in Schedule A as a separate costing sheet at the end of Schedule A. These rates will be used for all capital and operational works submissions.
12. The Response must include the resumes or curriculum vitae of all persons identified as members of the 'Project Team'.

SCHEDULE 'C' – REFERENCE QUESTIONNAIRE

1. **How would you rate the Consultants ability to collaborate with your project team during the conceptual design phase of a project?**
 - A. Excellent – the Consultant understood our vision and immediately worked towards the same project goals.
 - B. Average – the Consultant had a sufficient understanding of our objectives for this project and generally worked towards the same project goals.
 - C. Poor – the Consultant required frequent explanations and often seemed to be working towards goals that differed from our project team.

2. **How would you rate the Consultants ability to accurately estimate costs and project schedules during the concept phase of a project?**
 - A. Excellent
 - B. Average
 - C. Poor

3. **How much ongoing project management was required by your own staff in managing the Consultant?**
 - A. Very Little – the Consultant was very self directed
 - B. An average amount – about what we expect
 - C. An excessive amount – the Consultant required an abnormal amount of staff attention

4. **Did the Consultant implement unique and innovative methods or materials in a project which resulted in a superior final product, cost savings, or schedule improvements?**
 - A. Yes, the Consultant was very innovative or forward thinking.
 - B. As innovative as one would expect from a modern engineering company.
 - C. No, the Consultant did not implement a significant amount of innovative ideas over the course of this project.

5. **Did the Consultant change the Lead Project Manager or Engineer during the course of a project's implementation?**
 - A. No
 - B. Yes, but we agreed with the change or it was necessary due to circumstances beyond the Consultants control.
 - C. Yes, more than one time OR Yes, without just cause.

6. **Considering the size and complexity of the project, how many change orders were required on this project?**
 - A. Very few
 - B. A reasonable amount of change orders were required
 - C. More change orders were required than a project of this size and complexity would normally necessitate.

7. **Did you have difficulty obtaining documentation, or drawings, in a timely manner after they were requested either during the project or after its completion?**
 - A. None
 - B. Moderate Amount of Difficulty

C. Great Difficulty

8. **Were there any errors or omissions by the Consultant that contributed to significant cost increases?**
 - A. No significant errors or omissions were made
 - B. Errors or omissions were made, but did not result in significant cost increases
 - C. Errors or omissions were made, which resulted in significant cost increased on the project
9. **Taking into consideration any unexpected conditions or changes, were you satisfied with the Consultants ability to control the project cost?**
 - A. Consultant exceeded expectations
 - B. Consultant controlled costs as expected
 - C. Consultant did not control cost as well as expected
10. **Taking into consideration any unexpected conditions or changes, were you satisfied with the Consultants ability to control the project schedule?**
 - A. Consultant exceeded expectations
 - B. Consultant controlled schedules as expected
 - C. Consultant did not control schedules as well as expected
11. **Taking into consideration any unexpected conditions or changes, were you satisfied with the Consultants ability to control the project risk?**
 - A. Consultant exceeded expectations
 - B. Consultant controlled risks as expected
 - C. Consultant did not control risks as well as expected
12. **What overall rating would you give the Consultant?**
 - A. Excellent
 - B. Average
 - C. Poor

SCHEDULE 'D' – 10 YEAR CAPITAL PLAN

10 YEAR CAPITAL PLAN
Town of Blackfalds

10 YEAR CAPITAL PLAN

Project	From	To	Asset Type	Department	2022	2023	2024	2025	2026	2027	2028	2029	2030
South Street Improvement				32									
Womack Rd & Gregg St Realignment / Parking Lot	Womack Rd	Gregg St	Road - Surface	32	1,028,706	1,000,000	1,000,000	2,000,000					
Cotton Wood Drive	Cotton Wood Dr	RR 27-0	Road - Surface	32					1,000,000		2,000,000		
East Railway	Broadway Ave	South Street	Road - Surface	32		1,000,000	1,000,000	1,000,000					
Annual Pavement Replacement	Various	Various	Road - Surface	32	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Water Main Twinning			Water Mains	41	750,000								
General Intersection Upgrades	Various	Various	Road Surface	32		600,000			600,000				
Pavement Quality Study	Various	Various	Study	32	110,000								
					2,038,706	2,750,000	2,150,000	3,150,000	1,750,000	150,000	2,150,000	150,000	150,000

10 YEAR CAPITAL PLAN

Project	From	To	Asset Type	Department	2022	2023	2024	2025	2026	2027	2028	2029	2030
East Area Storm	East Blackfalds	Blackfalds Lake	Storm Mains & Services	37					3,200,000				
North West Storm		Lacombe Lake	Storm Mains & Services	37	2,000,000								
Duncan Ave & Leung Rd	Duncan Rd	Leung Rd	Road - Surface, Subsurface, Curbs & Gutters	32				2,100,000					
Utility Tie in	Operations Facility		Water, Sewer	41/42	2,000,000	-	-	2,100,000	3,200,000	-	-	-	-

10 YEAR CAPITAL PLAN

Project	Location	Description	Asset Type	Department	2022	2023	2024	2025	2026	2027	2028	2029	2030
Twinning Sanitary Mains	Highway 2A	Upgrading Sanitary mains	Mains	42			1,000,000						
Water Reservoir	Broadway	Reservoir & Pump Station	Reservoir	41			4,800,000						
					-	-	5,800,000	-	-	-	-	-	-

10 YEAR CAPITAL PLAN

Location	Description	Asset Type	Department	2022	2023	2024	2025	2026	2027	2028	2029	2030
Aurora Heights	New Sanitary Lift Station	Lift Station - Force Main	42			2,800,000						
Stanley St	New Sanitary Lift Station & Force Main	Lift Station - Force Main	42				2,000,000					
I 13	New Sanitary Lift Station & Force Main	Lift Station - Force Main	42									2,500,000
North East	New Reservoir & Pump House	Water Main	41						5,250,000			
				-	-	2,800,000	2,000,000	-	5,250,000	-	-	2,500,000

10 YEAR CAPITAL PLAN

Building	Project	Description	Asset Type	Department	2022	2023	2024	2025	2026	2027	2028	2029	2030
New	Snow Storage Facility	New Snow Dump facility	Storage	32			1,000,000						