

REQUEST FOR QUALIFICATION

TOWN OF BASSANO

WASTEWATER TREATMENT UPGRADES

1 INSTRUCTIONS TO CONTRACTORS

1.1 INTRODUCTION

The Town of Bassano wishes to obtain proposals from qualified Contractors for the construction of the Wastewater Treatment Upgrades project, located approximately 2.5km east of Bassano, Alberta.

1.2 PURPOSE

The Town of Bassano (Owner) is requesting submissions for Qualification of Contractors to bid on the:

WASTEWATER TREATMENT UPGRADES

The proposed project will improve the Town of Bassano's Wastewater Treatment System and provide a sustainable outlet for discharge of treated wastewater effluent. The project includes upgrades to the existing lagoon anaerobic and facultative cells, construction of a new lagoon storage cell, and installation of a treated wastewater irrigation system. Significant site dewatering and care of water measures will be required to allow for the construction of the new lagoon storage cell. A site plan for the project is shown on Figure 1 in Appendix B.

Major work items for this contract will include the following:

- 1) Upgrades to the Existing Lagoon Anaerobic and Facultative Cells
 - a. Replacement and installation of new lagoon cell transfer structures including precast concrete structures, appurtenances, PVC pipe, lagoon desludging, embankment riprap placement, and associated works.
 - b. Site works including driving bank restoration, fencing, and associated works.
- 2) Construction of a New Lagoon Storage Cell
 - a. Site dewatering of existing wet area including design, implementation, modification, maintenance and removal of site dewatering and care of water measures; and associated works.
 - b. 200,000m³ of site earthworks for lagoon storage cell construction including topsoil stripping, waste excavation and borrow excavation; compacted embankments and clay liner; riprap bank armour; driving bank and topsoil restoration; and associated works.
- 3) Installation of a Treated Wastewater Irrigation System
 - a. Irrigation pump wet well including, precast concrete vault, pipe connections, and associated works.
 - b. 3.5km of 300mm HDPE pipe (open cut or horizontal directional drill) including trenchless Highway No. 1 crossing; road and utility crossings; appurtenances; topsoil restoration; and associated works.
 - c. Low pressure irrigation pivot system including pump and pivot; process piping and equipment; electrical and controls; mechanical; and associated works.

The intent of this qualification process is to allow the Owner to rate and select eligible Contractors that will bid the necessary services to facilitate the construction of the above noted project.

Through this request for qualifications the Owner seeks to ensure that companies that bid on this Contract have the experience, skill, ability, resources, bonding, integrity, and safety requirements needed to complete the specific work of this project.

1.3 SUBMISSION INFORMATION

Any Contractor that desires to submit the bid for construction of the project must be qualified by the Owner before it may bid on the contract.

All documents shall be submitted to the Owner, care of MPE Engineering Ltd. via the Bids&Tenders website at https://mpe.bidsandtenders.ca/.

Any qualification which is granted shall apply only to the Wastewater Treatment Upgrades project.

No bids for this contract shall be accepted unless the bidder has been qualified.

1.4 KEY DATES

a)	Publicly advertise Qualification	December 2, 2020
b)	Deadline for submission of Qualification	December 17, 2020
c)	Issue of Contract Tender documents to Qualified Contractors	January 2021
d)	Anticipated Total Performance Date	July 2022

1.5 CLOSING DATE AND TIME FOR QUALIFICATIONS

Contractor submissions will be accepted on the Bids&Tenders website at https://mpe.bidsandtenders.ca/ no later than 2:00 p.m. local time on Thursday, December 17, 2020.

1.6 SUBMISSIONS

This qualification document states the instructions for submissions, and the procedures and criteria by which Contractors will be selected.

If the submission is a joint application by more than one Contractor, the document must be submitted as a coordinated package with a primary Contractor identified.

The Qualification package will include the completed Qualification Form, mandatory documentation as well as any additional supporting documentation.

The Owner reserves the right to reject any or all submissions, in the event that a submission does not meet the requirements of the qualification process. All costs incurred by Contractors in responding to this submission are solely to the Contractor's account. Under no circumstances, including the cancellation of this qualification process and/or the decision not to proceed with the process, will the Owner be liable for any costs incurred by the interested Contractors, or other parties that may have contributed in any manner to the preparation. Furthermore, in no way will this document suggest or constitute a contractual arrangement between any Contractor and the Owner.

The Contractor's submission and all supporting information become the property of the Owner. All such documentation may be reproduced by the Owner, provided that such reproduction is made solely for internal use or for any purpose required by law.

The Owner reserves the right to accept any number of those submissions that it deems most advantageous and also the right to reject any or all submissions which, in the opinion of the Owner, are incomplete, obscure, irregular, non compliant with the terms of the qualification document, an obvious conflict of interest, or found to contain non-disclosures of such and/or other pertinent details. The Owner is under no obligation to enter into an Agreement, and reserves the right to terminate the qualification process at any time, and to withdraw from discussions with any or all of the Contractors who have responded.

1.7 INQUIRIES AND CHANGES

It is the responsibility of each Contractor to inquire, in writing through the Bids&Tenders website, about any requirements of the submission that needs clarification. Verbal inquiries will not be accepted. If a Contractor discovers any inconsistency, discrepancy, ambiguity, error or omission in this document, the Contractor must notify MPE Engineering Ltd. immediately.

The Owner shall not be bound and the Contractors agree not to rely upon any written or verbal statements or representations of any other persons, whether employed by the Owner or not, in the preparation and submission of their documents. This qualification document, and any subsequent modifications thereto, is designated as the sole reference for the preparation of submissions and takes precedence over any and all information obtained from any source, either verbal or written. All addenda will be issued in written form to all Contractors and shall be incorporated into and become part of this qualification document.

1.8 CONFIDENTIALITY

The Contractor acknowledges that the Owner is a public body subject to "The Local Authority Freedom of Information and Protection of Privacy Act" (the Act). The Contractor shall clearly mark "Confidential" on all information regarding the items and conditions, financial and/or technical aspects of the Contractor's submission, which in the Contractor's opinion are of a proprietary or confidential nature at the relevant item or page. The Owner and MPE Engineering Ltd. shall use all reasonable efforts to hold all information marked "Confidential" by the Contractor in strict confidence but shall not be liable for any inadvertent disclosure. Similarly, information about the Owner obtained by a Contractor and declared by the Owner's representatives to be confidential must not be disclosed unless authorized by the Owner.

This qualification document and other data appended or related to it, are the property of the Owner and are supplied only for the purpose of enabling each Contractor to prepare a submission in response thereto. The information contained, referenced, or appended to the qualification document, is not to be disclosed or released for any other use or purpose and must be returned to the Owner when requested.

It is agreed that these reciprocal obligations of non-disclosure will survive the termination of any contract that might arise between the parties.

1.9 SUSPENSION OF QUALIFICATION PROCESS

In the event the Owner discovers new relevant information regarding the requirements of the qualification process or that Contractors have received unequal access to relevant information, the Owner reserves the right in its sole discretion, to suspend the qualification process, either before or after submissions have been received, issue new information in writing to all Contractors and then continue the process.

In the event the Owner chooses to suspend the submission process, those Contractors who have submitted documents will be provided with new information and allowed an additional five (5) days to change their submission should they choose to do so, or to withdraw altogether. Thereafter, the Owner will continue the qualification process with the remaining Contractors, with all other requirements of the submission applying as if the qualification process had not been suspended.

1.10 RIGHT TO EXIT

The Owner reserves the right, at its sole discretion, to exit this qualification process for any reason it so chooses.

2 SUBMISSION PROCESS

2.1 GENERAL

The Contractor services required for the project will comprise of, but not necessarily be limited to, the services outlined in this document. Contractors should provide full details regarding the services they offer, including specifics where services in addition to those outlined herein are considered necessary and are being proposed.

The qualification process is not a contract, tender or an offer to enter into a contract or tender. The process is designed to aid the Owner in procuring a service. The Owner does not warrant or guarantee the accuracy of the information contained wherein.

The Contractors are responsible to ensure that the qualification submission terms are answered to the best of their ability without recourse to the Owner.

The information contained in the qualification submission shall be current at the time it is filed.

Any materially false statement in the qualification submission or failure to disclose requested information shall be cause to deny qualification, and may, be cause for determining that any subsequent bid is non-responsive or for terminating any contract awarded by the Owner to the Contractor or Joint Venture in which the Contractor is a participant.

2.2 SUBMISSION REQUIREMENTS

The Contractor's submission shall be comprised of the following sections:

- Mandatory Documentation
 - Letter from Bonding Company (on bonding company's letterhead)

Indicating date of letter, Contractor's name, address, aggregate work capabilities (the maximum amount of work the Contractor is capable of undertaking for any and all projects), single limit (the estimated maximum cost of a single project that Contractor is capable of undertaking), and contact information for bonding company's representative

o Letter from Insurance Company (on insurance company's letterhead)

Providing proof that the firm is insured, including details of general liability, automobile liability, effective dates, course of construction, and Contractor's equipment insurance, as applicable.

- WCB Clearance Letter
- Certificate of Recognition from the Alberta Construction Safety Association (or equivalent association from other jurisdictions)
- Declaration of Conflict of Interest

Contractors must provide a letter which identifies whether or not any potential conflicts of interest may arise as a result of their response to this request for submission of qualification and/or subsequent award of contract. Non-disclosure of any potential conflicts of interest may be sufficient cause to disqualify the Contractor or terminate any subsequent contract.

- Contractor Qualification Form (Appendix A)
- References
- Supplementary Documentation
 - Corporate History
 - Corporate Profile and Philosophy
 - o Resumes of Project Personnel
 - Additional Project Experience
 - o Reference Letters

2.3 SELECTION CRITERIA

Goals

This process will better ensure those eligible to bid on the Contract have the experience, skill, ability, resources, bonding, integrity, and safety requirements to complete the specific work of this project. The Owner will take into account each Contractor's specific experience with the scope of work of this project as well as the technical and financial capability of each Contractor to manage the project through to its completion. At the conclusion of this process and the eventual bid process, the successful contractor that is awarded a contract, will be assigned the Role of Prime Contractor for the work site of that Contract

This qualification process will invite Contractors to provide information of their ability to:

- Provide adequate and suitable labor, equipment and materials to construct the Wastewater Treatment Upgrades project in accordance to the contract specifications, timelines and budget.
- Act as Prime Contractor and comply with the Alberta Occupational Health and Safety Act in respect of the worksite under the Contractors jurisdiction.
- Finance, bond, and administer the project in a sufficient manner.

Selection Criteria for Qualification

Once submissions are received, the Owner will lead an evaluation review of all submissions. The "Evaluation Committee" will be made up of representatives from the Town of Bassano and MPE Engineering Ltd.

Technical Evaluation Criteria and Scoring

Selection of the successful Contractors to bid on the project will be final.

The rating of the Contractor will be made in accordance with a "Best Value Selection" process as described below. The qualification submissions that score equal to or higher than 70 rating points will be invited to bid on the contract.

Evaluation of Contractor submissions will be based on the following criteria and scoring:

	Criteria	Max. Points	Weighting	Sub-Total
1)	General Information, Project Personnel, Qualifications and Corporate Project Experience	5	x 10	50
2)	References	5	x 10	50
Total Score		100		

Points will be assigned for each criteria based on the information provided in the Contractor's submission. Scoring will be awarded on a scale of 0 to 5, where the range is defined as follows.

Score	Interpretation
0	UNACCEPTABLE
1	VERY POOR
2	POOR
3	MARGINAL
4	SATISFACTORY
5	SUPERIOR

A description of each Criteria is given below:

1) General Information, Project Personnel, Qualifications and Corporate Experience (Maximum 50 Points)

Includes:

- The company (e.g. history, location, ownership, etc.)
- Key participants (e.g. individual firms if proponent is a joint venture or partnership, subcontractors, etc.)
- Supervisory Personnel, and personnel experienced in completion of projects similar in scope to that outlined in this document.
- Resumes of key project personnel (Project Manager, Superintendent, etc.).
- Information on your company's capabilities and qualifications.

- Resources available for this project to ensure that the project is completed within the timeframe outlined in this document.
- Similar project experience

2) References (Maximum 50 Points)

- Provide references for similar projects.
- Description of the work, completion dates, dollar value, contact information for the Owner and Consulting Engineer

The Evaluation Committee may complete independent reference checks from the Owner and Consulting Engineering Firm of projects not provided by the Contractor.

2.3 SAFETY – PRIME CONTRACTOR DESIGNATION & WORKERS COMPENSATION

The Owner intends to designate Prime Contractor status to the eventual successful tenderer, in accordance with Section 3 of the Alberta Occupational Health & Safety Act. Qualification of Contractors as Prime Contractor will be based on their ability to properly fulfill this role. For the duration of the contract, the Contractor shall:

- 1. be the "Prime Contractor" for the "work site", and
- 2. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "work site".
- 3. direct all Subcontractors, other contractors, employers, workers and any other persons at the site, on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
 - a. whether or not any contractual relationship exists between the Contractor and any of these entities, and
 - b. whether or not such entities have been specifically identified in this contract.

Contractors shall provide proof of an account in good standing with the Workers' Compensation Board.