

# MUNICIPAL DISTRICT OF BIGHORN NO. 8



## REQUEST FOR PROPOSALS

## GROUNDWATER STUDY IN THE HAMLET OF EXSHAW

June 22, 2021

Approved By Council Resolution #187-21

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## **1. THE PROJECT**

### **1.1 Request for Proposal**

The Municipal District of Bighorn No. 8 (“Bighorn”) is seeking proposals from Qualified Consultants to prepare a Proposal for a groundwater study in the hamlet of Exshaw (the “Groundwater Study”). The Proposal will contain recommended actions for investigating and researching the causes and mechanisms of groundwater flooding in Exshaw and potential solutions to protect the hamlet from groundwater flooding. In researching the potential causes of groundwater flooding, the Proposal should consider the effects of storm events, snowpack, creek flows and the Bow River on the local aquifer and water table in the hamlet.

Proponents will be required to review documents submitted by McElhanney as part of a previous groundwater assessment in Exshaw. This information will provide important background analysis and data for preparing the Proposal. The McElhanney documents are as follows:

- Physical Hydrogeological Assessment, November 2020 (Groundwater Report).
- Technical Memo: Groundwater Report Recommendations, March 10, 2021.

Proposals are required to include a budget and estimated duration to complete the project.

### **1.2 Request for Proposal Documents**

Hard copies of the Request for Proposal may be obtained from the M.D. of Bighorn offices located at:

No. 2 Heart Mountain Drive  
Exshaw, Alberta  
T0L 2C0

Digital copies of the Request for Proposal and Supporting Documentation may be downloaded from the M.D. of Bighorn website using the following link:

<https://www.mdbighorn.ca/464/Request-for-Proposals-RFP>

### **1.3 Municipal Representative**

All inquiries concerning the questions regarding the RFP must be directed to Bighorn prior to the submission date (preferably through e-mail). Depending upon the inquiries, a written submission may be required.

RFP Contact Person:

Robert Ellis  
Chief Administrative Officer  
P.O. Box 310

No. 2 Heart Mountain Drive  
Exshaw, Alberta T0L 2C0  
Email: [robert.ellis@mdbighorn.ca](mailto:robert.ellis@mdbighorn.ca)

### **Closing Date and Time**

- RFP Closing Date: **August 9, 2021**
- RFP Closing Time: **4:00 p.m. MST**
- Project will be awarded in **September 2021**.

## **2. INTRODUCTION AND BACKGROUND**

During the June 2013 floods, all the hamlets in the MD of Bighorn were affected by flooding: Benchlands, Dead Man's Flats, Exshaw, Harvie Heights and Lac Des Arcs all saw moderate to severe damage. The Hamlet of Exshaw experienced overland debris flooding when Exshaw Creek and Jura Creek breached their banks and damaged nearly two thirds of the homes in the hamlet. In the last seven years, the MD has applied for and received several Provincial and Federal grants to help mitigate the creeks that were problematic during the flood. Exshaw Creek, Jura Creek, Pigeon Creek and Harvie Heights Creek have all been either partially or fully mitigated. Heart Creek, near Lac des Arcs, is currently under construction and Jura Creek is scheduled to start in July 2021. As part of the Exshaw Creek and Jura Creek projects, five piezometers were installed in the hamlet between January and April 2021; two at Exshaw Creek and three at Jura Creek. In addition, the MD has two groundwater wells located in Exshaw and another in Dead Man's Flats. Golder installed and monitors the piezometers in Exshaw. Bighorn staff monitors the groundwater wells throughout the year and has recorded seven years of groundwater information.

In June 2020, Exshaw once again experienced flooding, but this time it was a localized groundwater flooding at the eastern boundary of the hamlet, referred to as east Exshaw. The basements and yards of thirty-one residential properties located on Pigeon Mountain Drive and Mount McGillivray Drive were inundated with daylighting groundwater. High groundwater readings persisted through mid-July 2020.

During the event, residents of the two streets pointed to the Exshaw Creek Debris Flood Mitigation project as the cause of the groundwater flooding. The Exshaw Creek project had been completed a year earlier in 2019 and residents perceived there was a causal relationship between the groundwater event and the overland flood mitigations constructed in the Exshaw Creek.

In July 2020, the McElhanney was hired to undertake an assessment of the groundwater event to determine the cause of the high groundwater levels and identify potential mitigation solutions. McElhanney submitted their report: Physical Hydrogeological Assessment, November 2020 (Groundwater Report) to Council on November 12, 2020. The Reports conclusions cited an above normal snowpack as a reason for the

groundwater flooding, but the report was not conclusive in its finding and recommended several other studies to further the understanding of groundwater in the hamlet.

At the direction of Council, Administration requested McElhanney prepare a summary of the recommendations from the 2020 Physical Hydrogeological Assessment report. McElhanney submitted a Technical Memo: Groundwater Report Recommendations on March 10, 2021. The Technical Memo presented a number of actions/recommendations to help understand the complex and dynamic groundwater situation in Exshaw, including:

- installing pressure transducers in monitoring wells;
- assess hydraulic conductivity;
- groundwater monitoring;
- effects of Bow River water levels; and
- groundwater modelling.

The knowledge gained from the field investigations, data analysis and studies, noted in the McElhanney Technical Memo and referenced in the Supporting Documentation below, is intended to provide the Proponents with sufficient information to prepare a Proposal will address the causes and mechanisms of groundwater flooding in east Exshaw and that will ultimately lead to recommendations to protect the hamlet from future groundwater events.

### **3. PURPOSE & SCOPE OF WORK**

#### **3.1 Budget**

Proponents are required to provide cost estimates in the Proposal, as outlined in this RFP.

#### **3.2 Scope and Objectives**

The successful Proponent will analyze and evaluate the McElhanney documents, as well as the noted Supporting Documentation, to produce a Proposal that will outline the required field investigations, data analysis, required research and duration to undertake and complete the Exshaw Groundwater Study. In researching the potential causes of groundwater flooding, the influences on the local aquifer and water table from the effects of storm events, snowpack, creeks, and the Bow River should be evaluated. The magnitude of costs and the research design for the study will be a determining factor in the selection of the successful Proponent.

#### **3.3 Supporting Documentation**

The following supporting documentation can be accessed from the Bighorn website until the closing of this RFP:

- Alberta Emergency Management Agency. Assessment of June 2020 Groundwater Flooding in the Hamlet of Exshaw Within the Municipal District of Bighorn. Submitted by Sal Figliuzzi and Associates Ltd. July 2020.
- BGC Engineering Inc. Jura Creek Debris-Flood Mitigation Design – Third Party Review Opinion. Project No. 1286-010. December 9, 2020.
- Bremner Engineering and Construction Ltd. – Design-Build Services for the Hamlet of Dead Main’s Flats – Water and Wastewater Servicing – December 11, 2012.
- EBA Engineering Consultants Ltd. - Geotechnical Evaluation – Proposed Storage Reservoir and Pump Station – Hamlet of Exshaw, Alberta, January 2008.
- Golder Associates Ltd. – Conceptual Design for Exshaw Creek and Jura Creek Debris Flood Risk Reduction, February 2016.
- Golder Associates Ltd – Exshaw Creek Debris Flood Mitigation Report – Vibrating Wire Piezometer Installation Report. June 17, 2021
- Golder Associates Ltd – Jura Creek Flood Mitigation Report – Vibrating Wire Piezometer Installation Report. June 17, 2021.
- Golder Associates Ltd – Technical Memorandum Jura Creek Debris Flood Mitigation – Response to BGC Engineering Inc. Third Party Review. Project No. 1597595\_TM235. April 12, 2021.
- Golder Associates Ltd – Technical Memorandum Jura Creek Debris Flood Mitigation project – Groundwater Section of Detailed Design Report. Project No. 21468734\_Rev0. June 9, 2021.
- McElhanney Consulting Services Ltd. - Exshaw Stormwater Management Plan, prepared and submitted to the MD of Bighorn April 2015.
- McElhanney Consulting Services Ltd. – Technical Memorandum number 2531-24004-00 – Pigeon Mountain Backflooding Assessment – Feasibility of Lowering Heart Mountain Drive – MD of Bighorn, August 10, 2015.
- McElhanney Consulting Services Ltd. - Physical Hydrogeological Assessment. November 2020.
- McElhanney Consulting Services Ltd. - Technical Memo: Groundwater Report Recommendations. March 10, 2021.
- McIntosh Lalani Engineering Ltd. – Geotechnical Evaluation – Diamond Drive Industrial, Exshaw, Alberta, August 2006.
- Municipal District of Bighorn No.8 – Information Report –Exshaw Wastewater Lagoon Release, File number 0875-01-03, August 22, 2012.
- Municipal District of Bighorn No. 8 - Water Well Locations Map for Exshaw and Dead Man’s Flats June 2021.
- Sabatini Earth Technologies inc. – Geotechnical Investigation – Water System Upgrade – Hamlet of Exshaw, Alberta, November 2008, Updated March 24, 2009 and June 17, 2009.

### **3.4 Summary of Deliverables**

The project deliverables, defined below, are the minimum requirements for this project. Should the Proponent feel that it is desirable to produce additional deliverables then these should be explicitly described in the Proposal. The successful proponent will be required to provide:

- Project Schedule/Timeline;
- Updates to Administration and Morrison Hershfield throughout the project, as noted in the Project Schedule/Timeline;
- Preliminary Draft Exshaw Groundwater Study (EGS) that summarizes the field investigations, data analysis and causes of groundwater flooding in Exshaw and potential mitigations (including costing);
- Presentation to Administration and Morrison Hershfield;
- Final presentation to Council; and
- Be available to answer questions from Council in public session.

#### **Project Schedule**

- Before commencing the project, the Proponent shall prepare a Project Schedule/Timeline which shall take the form of a detailed description of the steps to be followed to complete the project and the deliverables.
- The Project Schedule/Timeline shall be delivered to the C.A.O., thirty (30) days after the contract award.
- The Project Schedule/Timeline will indicate the sequencing and staging of tasks, key decision points, and the expected completion date for each task to achieve the project deliverables.
- A meeting scheduled between Administration and Morrison Hershfield for review and approval of the Project Schedule/Timeline prior to the Proponent commencing work.

### **3.5 Project Completion**

It is expected that the final Groundwater Study will be delivered to the C.A.O. and Council as per the Project Schedule/Timeline. The Proponent will be required to make a final presentation to Council. The Proponent will also be available to answer questions from Council in public session.

## **4. FORMAT OF PROPOSALS**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, Bighorn requests that Proponents provide detailed information for the itemized list below, and follow the same format and numbering system.

Proponents are asked to provide a reply to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply.

#### **4.1 Proposal Overview**

The proposal shall include a cover page referencing the RFP title, a table of contents, and a cover letter.

The cover letter:

- Shall be signed by an authorized person to legally bind the Proponent to the statements made in the Response to this RFP;
- Provides a summary of the services to be provided;
- Provides a general overview of the company, its structure, size and capability to perform the work required;
- Includes the name, telephone, fax and email address of the contact person for the Proposal, the contact person should have the authority to answer questions regarding the Proposal; and
- Includes the name and phone number of a contact person to be notified regarding contractual issues.

#### **4.2 Proponent Experience**

This section should specifically highlight recent and relevant project experience that demonstrates the company's suitability to undertake the scope of work. This section should be no more than five (5) pages in length. A minimum of three references relating to relevant project experience should be provided, including contact name and details of the projects.

#### **4.3 Project Team & Experience**

The proposal shall clearly identify the proposed team members that will perform the work, and indicate the level of involvement of each team member will contribute to the Project. This section should address team structure and organization, and also demonstrate how the team members identified have the requisite experience to perform the work. Resumes of all team members should be included in an Appendix to the proposal

#### **4.4 Proposed Methodology**

The proposal shall clearly describe in detail the proposed methodology, taking into account all requirements of the RFP. This section should address the work effort and team member participation and role in delivering the work. The proposed methodology should also identify any potential options, or changes in the outlined approach that could be advantageous to Bighorn. Any such optional work should be identified specifically, or outlined in a separate section and must include costs

#### **4.5 Work Schedule and Fee**

The total proposed cost of the project shall include:

- An all-encompassing fee showing a breakdown of Proponent fees, any and all disbursements, with applicable taxes listed separately, sub-consultants' fee (if applicable), billable rates for staff assigned to this project, or other expenses as required under Scope of Work.
- Work schedule to show cost of each major part and key tasks to complete the project and overall timeline required.

#### **4.6 Project Deliverables**

- Project Schedule/Timeline - The Proponent will clearly identify in the proposal, specific project milestones and corresponding deliverables.
- Summary of Initial Findings (Preliminary Draft Groundwater Study)
- Final Groundwater Study submitted and presentation to Council
- Bighorn requires one (1) digital copy and at least five (5) hard copies of the deliverable documents, being the Exshaw Groundwater Study.

### **5. TERMS AND CONDITIONS**

#### **5.1 Reservation Rights**

The fee will be only one of the determinants for acceptance of a Proposal by Bighorn. The fee proposal will not necessarily be accepted, and Bighorn reserves the right to reject any or all Proposals at its sole and unfettered discretion.

Bighorn also reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in this RFP.

At all times, Bighorn reserves the right to seek written clarifications of a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal and be binding upon the Proponents.

#### **5.2 Disclaimer of Liability and Indemnity**

Bighorn, its directors, officers, servants, employees, agents and consultants expressly disclaim any and all liability for representations, warranties (express or implied), errors or omissions in the RFP package or in any written or oral information transmitted or made available at any time to a Proponent or on behalf of Bighorn.

By submitting a Proposal, a Proponent agrees:

- i. To be responsible for conducting its own due diligence on data and information upon which its Proposal is based.
- ii. That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming.
- iii. That it has gathered all information necessary to perform all of its obligations under its Proposal.
- iv. That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal.
- v. To hold harmless Bighorn, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process.
- vi. That it shall not be entitled to claim against Bighorn, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from Bighorn or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient.
- vii. That Bighorn will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to Bighorn's acceptance or non-acceptance of its Proposal.
- viii. To waive any right to contest in any proceeding, case, action or application, the right of Bighorn to negotiate with any Proponent for the Contract whomever Bighorn deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to Bighorn.

### **5.3 No Tender and No Contractual Relationship**

This selection process is not a tendering process. It is part of an overall selection process intended to enable Bighorn to identify a potential Successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between Bighorn and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between Bighorn and the Proponent arising from this RFP or the submission of a Proposal. Further, the

Proponent acknowledges and agrees that this service procurement is not a tender but a Request for Proposal.

#### **5.4 Discretion of Bighorn**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this section prevail, govern and override all other parts of this RFP. Bighorn is not bound to accept any Proposal. At any time prior to execution of the Contract, Bighorn may, in its sole and unfettered discretion, or for its own convenience, terminate the selection process, cancel the Project and proceed with the Project on different terms. All of this may be done with no compensation.

Bighorn reserves the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal.

Bighorn reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the mandatory requirements.

Selection of the Successful Proponent, if any, is at the sole and unfettered discretion of Bighorn.

Bighorn is not bound to negotiate or grant an interview with any Proponent. Bighorn reserves the right, at its sole and unfettered discretion, to:

- i. Negotiate the specific contractual terms and conditions, including but not limited to the Fee.
- ii. \Waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature.
- iii. Negotiate with any or all Proponents.
- iv. Receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies either in a material or non-material manner with the requirements of the RFP.

#### **5.5 Representation and Warranties**

Bighorn makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP. Information referenced in this RFP, or otherwise made available by Bighorn or any of its elected officials, officers, employees, agents or advisors as part of the selection process, is provided for the convenience of the Proponent only.

The Proponent is required to immediately bring forth to Bighorn any conflict or error that it may find in the RFP.

Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

#### **5.6 Information Disclosure and Confidentiality**

All documents submitted to Bighorn will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIPP"). FOIPP allows persons a right of access to records in Bighorn's custody or control. It also prohibits Bighorn from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 15 and 16 of FOIPP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, Bighorn cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under FOIPP.

#### **5.7 Independent Determination**

A Proposal will not be considered by Bighorn if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

#### **5.8 Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), including, but not limited to, the instructions to Proponent, shall render the Proponent subject to such actions as may be determined by Bighorn, including disqualification from the selection process, suspension from the selection process and imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

#### **5.9 Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is taken to have agreed to attorn to the jurisdiction of the Courts of Alberta.

#### **5.10 Appendices and Addenda**

The Appendices to this RFP (if applicable) and any subsequent Addenda are incorporated into and form part of this RFP. The information and data contained in the Appendices and any subsequent Addenda may form the basis upon which the contract will be concluded with Written addenda issued by Bighorn will be the only means of varying, clarifying or otherwise changing any of the information contained in this RFP.

Bighorn reserves the right to issue Addenda up to the RFP Closing date and time. The date set for submitting Proposals may be changed if, in Bighorn's opinion, more time is necessary to enable Proponents to revise their Proposals. Addenda will state any changes to the RFP Closing date and time.

#### **5.11 Review and Interpretation of Proposals**

Each Proponent will be solely responsible for examining all the RFP documents, including any Addenda and issues during the RFP period and for independently informing itself with respect to any and all information contained therein, and any and all conditions that may in any way affect the Proposal before the Proposal is submitted.

Each Proponent will review all RFP documents and will promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein.

Any such request must be submitted to Bighorn's representative in writing or electronically, no later than 2:00 p.m. MST., five (5) days before the closing date.

Where such requests result in a change or a clarification to the requirements of the RFP, Bighorn will prepare and issue an Addendum to this RFP.

#### **5.12 Insurance and WCB**

The Proponent shall obtain and continuously hold for the term of the Contract, insurance coverage with Bighorn listed as "Additional Named Insured" the minimum limits of not less than those stated below:

- Commercial General Liability – not less than \$5,000,000 per occurrence
- Vehicle Third Party Liability – not less than \$2,000,000 per occurrence
- Error & Omissions Insurance – not less than \$500,000 per occurrence

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of Alberta and must be in good standing during the term of any Contract entered into from this process.

#### **5.13 Conflict of Interest**

At no time during the Proposal stage, evaluation stage, after award, or during the preparation of the Scope of Work shall a Bighorn employee or Council Member or appointed Authority, or Committee be in any way connected with the Proponent. Proponents are to include, with their initial Proposal, and at any subsequent time where requested to do so by Bighorn, full details of any employee, person, firm or corporation that could be considered at conflict with Bighorn.

#### **5.14 Proposal Submissions**

The Proposal should be labelled with the Proponent's name and RFP title and it should include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

##### **a) Email**

If the Proponent chooses to submit by email, the Proponent must submit the Proposal electronically in a single PDF file to Bighorn by email to [robert.ellis@mdbighorn.ca](mailto:robert.ellis@mdbighorn.ca) on or before the closing date and time.

PDF emailed Proposals are preferred and Bighorn will confirm receipt of emails.

If sending large email attachments, the Proponent should phone to confirm receipt. A Proponent bears all risk that Bighorn's equipment functions properly so that Bighorn receives the Proposal on time.

##### **b) Hard Copy**

If the Proponent chooses NOT to submit by email, the Proponent shall submit one original unbound Proposal and one digital copy which must be delivered to:

The M.D. of Bighorn No. 8  
Box 310  
No. 2 Heart Mountain Drive  
Exshaw, Alberta  
T0L 2C0  
Attention: Robert Ellis, C.A.O.  
On or before the Closing Time and Date.

Bighorn reserves the right to waive irregularities and to reject any or all proposals. Bighorn also reserves the right to negotiate with the selected Proponent in the event that the price exceeds available funds.

#### **5.15 Modification of Proposals**

Modifications to bids already submitted will be allowed if submitted in writing prior to the closing date and time.

#### **5.16 Withdrawal**

Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the closing date and time.

### **5.17 Incomplete Proposals**

No proposal shall be altered, amended, or withdrawn after the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While Bighorn has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect to the matters addressed in the RFP.

Bighorn expressly reserves the right to reject or accept any Proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, Bighorn may request clarification where, in the opinion of Bighorn, the Proponent's intent is unclear.

### **5.18 Opening of Proposals**

Proposals will NOT be opened in public. Proposals may be opened by Bighorn at any time after the submission deadline. All proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the proponents best fulfills the needs of Bighorn and this project.

### **5.19 Acceptance of Proposals & Contract**

Each Proposal will be valid for a period of sixty (60) days from the closing date and time for receipt of Proposals. By submission of a proposal, the proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the M.D. Of Bighorn #8. This complete Proposal form, terms, conditions, instructions, specifications and any attachments will become part of a Contract entered into between the successful Proponent and Bighorn.

Bighorn reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proponents or to cancel this Request for Proposals, if it is in the best interests of Bighorn to do so. Bighorn also has the right to accept the proposal that is deemed most advantageous to Bighorn. Bighorn reserves the right to award this Proposal in whole or part and retains sole discretion not to award at all. The decision of the Municipal District of Bighorn #8 shall be final.

### **5.20 Proposal Evaluation & Selection Criteria**

The Evaluation Team is comprised of the C.A.O., Administration and Morrison Hershfield. The Team and will review all proposals, with the successful Proponent being chosen based on the evaluation format outlined below. Bighorn reserves the right to accept or reject any or all of the Proposals. Proponents that submit proposals will be evaluated based upon the following selection criteria:

CATEGORY	DETAILS	(A) Score 0-5	(B) Weight	(AxB) Weighted Score
<b>Company and Project Team Qualifications</b>	Technical and management capacity and skills of consultant and other team members.		15	
	Quality of consultant work based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work. Local knowledge.		15	
	Minimum 3 references relating to project experience, including contact name and project details; past performance appraisals if available.		5	
<b>Methodology</b>	Understanding of project requirements, scope of work and deliverables.		5	
	Detailed methodology in addressing scope of work and deliverables in each component of the project and requirements for Bighorn. Methodology will include a magnitude of the costs associated with the recommended investigations, data analysis and research.		20	
	Thorough knowledge and experience in assessing and understanding the mechanics of groundwater.		5	
	Potential solutions to protect the hamlet from groundwater flooding.		5	
	Identify any potential options or changes to the Approach/Deliverables noted in the RFP that could be advantageous to Bighorn.		5	
<b>Project Schedule/ Timeline</b>	Format, clarity, and quality of proposed Project Schedule/Timeline detailing milestones and key tasks.		5	
	Anticipation of seasonal delays and information feedback requirements.		5	
<b>Fees</b>	Costing of each major part and key task to complete the Project.		5	
	Lowest bid will not necessarily be accepted.		10	

RATING	DESCRIPTION
5	<b>Exceeds Expectations:</b> Proponent clearly understands the requirement. Excellent probability of success.
4	<b>Very Good:</b> Substantial applicability.

2-3	<b>Good:</b> Meets expectations. Proponent demonstrates a good understanding of the requirements. Good probability of success.
1	<b>Fair:</b> Somewhat meets expectations. Minor weakness and/or deficiencies. Fair probability of success.
0	<b>Low:</b> Non-compliant. Response indicates a complete misunderstanding of the requirements. Very low probability of success.

**NOTE:** A score of Zero (0) on ANY of the Rated Criteria items MAY result in disqualification of a Submission. The highest scoring or any submission will not necessarily be accepted. Preference will be given to local proposals of acceptable, equivalent quality and readily available services in the event of a tie.

### **5.21 Unsuccessful Proponents**

Bighorn will offer a debriefing to unsuccessful Proponents, on request, at a mutually agreeable time.

### **5.22 Proponent's Responsibility**

It is the responsibility of the Proponent to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call at their own initiative. Bighorn reserves the Right to share, with all Proponents, all questions and answers related to this proposal call. The Proponent will be responsible for:

- Presentations to elected officials as required.
- Printing, collating and distributing materials for meetings, as necessary.

### **5.23 Responsibility of Bighorn**

Bighorn will provide the successful Proponent with information available to the municipality that may be required to complete the scope of work and achieve the goals and objectives described herein.

### **5.24 Ownership of Documents**

All documents and materials submitted in response to this RFP shall become the property of Bighorn.

## 6. Appendix A - Definitions

Throughout the Request for Proposal, the following definitions will be used:

**“Bighorn”** means the Municipality of Bighorn No.8 located in the Province of Alberta.

**“Contract”** means any written contract duly executed by Bighorn and the Proponent as a result of an RFP who enters into a Contract with Bighorn;

**“must” or “shall”** means a requirement that must be met in order for a Proposal to receive consideration.

**“Proponent”** means an individual, firm or a company that submits, or intends to submit, a proposal in response to this RFP;

**“Qualified Consultant”** means a Proponent possessing the qualifications described in this RFP;

**“RFP”** means a Request for Proposal for provision of the services described herein;

**“should”** or means a requirement having a significant degree of importance to the objectives of this RFP.

**“Successful Proponent”** means the **Proponent** who is selected through the RFP process to enter into a contract to supply the services required.