



**REQUEST FOR PROPOSAL**  
**For**  
**Water Meter Replacement Program**

Issued: March 7, 2023  
Closing: April 3, 2023 at 14:00:00 MST  
RFP Contact: Terri Sperle  
Telephone: 403-507-4805  
Email: [TSperle@olds.ca](mailto:TSperle@olds.ca)

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## 1.0 General

### 1.1 Invitation to Submit a Proposal

Proponents are invited to submit Proposals for the **Water Meter Replacement Program**

|                                    |                                       |
|------------------------------------|---------------------------------------|
| RFP Issued:                        | <b>March 7, 2023</b>                  |
| Site Visit/Pre-Bid Meeting         | <b>No site visit is planned</b>       |
| Deadline for Questions:            | <b>March 21, 2023 at 16:00:00 MST</b> |
| Deadline for Issuing Addenda       | <b>March 23, 2023</b>                 |
| Submission Deadline:               | <b>April 3, 2023 at 14:00:00 MST</b>  |
| Rectification Period               | <b>(3 business days)</b>              |
| Anticipated Ranking of Proponents: | <b>April 12, 2023</b>                 |
| Contract Negotiation Period:       | <b>(7 calendar days)</b>              |
| Anticipated Execution of Agreement | <b>May 1, 2023</b>                    |

This RFP will be conducted with the objective of maximizing benefits for the Town of Olds while offering Proponents a fair and equitable opportunity to participate. The RFP Timetable is tentative only and may be changed by the Town at any time. For greater clarity, business days mean all days that the Town Administration building is open for business.

Proponents are advised to pay careful attention to the specifications laid out in this RFP. Failure to satisfy any term or condition in this RFP may result in the proposal being deemed unacceptable. The Town of Olds reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The Town of Olds reserves the right to accept a proposal other than the lowest price proposal without stating reasons.

This RFP does not commit the Town of Olds to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at meetings with Town staff.

There will not be a bidders' meeting associated with this procurement.

### 1.2 Inquiries, Errors or Omissions

All inquiries must be directed to the RFP Contact in writing by **March 21, 2023 at 16:00 hrs MST**. Inquiries and responses will be recorded and may, in the municipality's discretion, be distributed to all Proponents.

Proponents should notify the RFP Contact in writing via email of any ambiguity, divergence, error, omission, oversight or contradiction in this RFP.

Verbal responses to inquiries are not binding on any party.

### 1.3 RFP Amendments

The Town of Olds reserves the right to amend the RFP documents and addenda up to 48 hours prior to the RFP Closing Date and Time. Any changes to this document will be communicated to all involved proponents, in writing, as an addendum.

#### **1.4 Submitting of Proposals**

Proponents are requested to submit their submission in the form prescribed herein by the Submission Deadline to the Town of Olds Contact identified below.

Proponents should submit one electronic copy (in PDF or Word format) by email to:

**Terri Sperle, Grant and Procurement Administrator**  
**Email: TSperle@Olds.ca**

Proposals are to be prominently marked with the RFP title (see RFP Cover) in the email subject line, with the full legal name and return address of the proponent, and with the Submission Deadline in the email.

Proponents are cautioned that the RFP Closing Time is based on when the proposal is RECEIVED by the Town, and NOT when a Proposal is submitted by the Proponent. It is the sole responsibility of the Proponent to be mindful of the length of time for the proposal to be transmitted due to file transfer size, transmission speed, etc., and the Town shall not be responsible for any delivery issues whether or not caused by the Town server. As such, Proponents are responsible for verifying that their submissions have been received at the correct location.

Any proposals received after the closing date and time will be considered disqualified.

#### **1.5 Freedom of Information and Protection of Privacy (FOIP)**

All proposals submitted become the property of the Town, and as such are subject to the provisions of Alberta's Freedom of Information and Protection of Privacy Act.

Respondents who wish to ensure particular parts of their proposal are protected from disclosure under the Act should specifically identify any information or records provided with their proposal that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

#### **1.6 Cost to Submit**

The Town of Olds will not be liable for any costs incurred by any proponent in the preparation and submission of a proposal, in the facilitation of a presentation to support the proposal, or any other activities related to the creation of their proposal.

#### **1.7 Negotiations and Contract**

Proponents are advised that the Town intends to enter into negotiations with the selected Proponent on the basis of the Town's standard form contract enclosed as Schedule "B" to this RFP. Should a Proponent wish to make changes to such form of agreement, it should specify any such proposed changes as part of its proposal. Proponents are cautioned that the Town shall not be required to accept any such changes to the Contract, and requested changes which are deemed unacceptable to the Town in its sole discretion may result in the rejection of the Proposal.

Notwithstanding the foregoing, the Town of Olds may, prior to and after contract award, negotiate changes to the form of contract in Schedule "B", to the scope of work, the specifications or any conditions with or one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their

Proposal Compensation as a result of such changes and the Town shall have no liability to any other Proponent as a result of such negotiations or modifications.

#### **1.8 Termination of Negotiations and/or RFP Process**

The Town of Olds reserves the right to terminate contract negotiations with any proponent and to enter into contract negotiations with any other proponent if, in the opinion of the Town of Olds, at any time, the contract negotiations with the initially selected proponent will not be satisfactorily concluded in the best interests of the Town of Olds.

#### **1.9 Period of Commitment**

Proposals shall be final and binding for 90 days from this RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the Evaluation Team.

#### **1.10 Cost**

All costs must be quoted in Canadian dollars and exclusive of GST.

#### **1.11 Irrevocability of Proposals**

Proponents may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the RFP Contact. All Proposals become irrevocable after this RFP's closing date and time.

#### **1.12 Proposal Rejection**

The evaluation team may reject any or all Proposals.

### **2.0 INFORMATION**

#### **2.1 Background**

The Town of Olds has a population of 9,209 and provides municipal services including administration, finance, public works, recreation, water, wastewater, and waste management services. Centrally located along the busy QEII corridor, Olds is a major service centre and regional market for over 40,000 people in Mountain View County and surrounding area. The proximity to Red Deer and Calgary contributes to our continued growth and economic stability. The quality lifestyle in Olds reflects the values and interests of our residents, which translates into a strong sense of community pride. Olds has safe and friendly neighbourhoods, beautiful parks, an extensive path and trail system, and all the amenities associated with a big city.

#### **2.2 Scope of Work**

Refer to scope of work outlined in Schedule A.

### **3.0 EVALUATION CRITERIA**

The Town of Olds reserves the right to accept or reject any and all proposals. The Town reserves the right to accept a submission other than the lowest price submission without stating reasons. By the act of submitting a response to this RFP, the proponent waives any rights to contest in any legal proceeding or against the right of the Town of Olds to award the work to any proponent in its sole discretion.

The first stage will consist of a review of all submissions to ensure that each submission was received on time, that the certification is properly completed and signed, and the submission is sufficiently responsive to the RFP.

Following the initial evaluation of the proposals, the second stage will consist of a comprehensive evaluation of the RFP based on the criteria listed below. The proponent may be contacted at that time to conduct a demonstration, provide further information and/or address any questions or issues that may have arisen while evaluating the proponent's proposal.

| <b>Evaluation Category</b>                                  | <b>Weighting</b> |
|---|------------------|
| Corporate Profile, Experience and References                | 20               |
| Project Team Qualifications and Relevant Project Experience | 10               |
| Project Understanding and Proposed Methodology              | 15               |
| Work Plan and Project Schedule                              | 25               |
| Pricing   | 30               |
| <b>TOTAL</b>  | <b>100</b>       |
|   |                  |

Proposals will be evaluated and ranked according to the outline below. Evaluations will be based on a scale of 0 to 10. The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score. The Town reserves the right to reject any proposal that receives a rating of four (4) or less on any criterion.

| <b>Rating</b> | <b>Description</b>   |
|---------------|--|
| 10            | Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.                           |
| 8             | Somewhat exceeds expectations; Proponent has a very good understanding of the requirement, very good probability of success.     |
| 6             | Meets expectations; Proponent has a good understanding of the requirements, good probability of success.                         |
| 4             | Somewhat meets expectations; minor weakness or deficiencies, Proponent understands the requirement, fair probability of success. |
| 2             | Does not meet expectations or demonstrate understanding of the requirements, low probability of success.                         |
| 0             | Lack of response or complete misunderstanding of the requirements, no probability of success.                                    |

### 3.1 EVALUATION OF PRICING

Each proponent will receive a percentage of the total possible points allocated to price it has bid on by dividing that proponent's price into the lowest bid price. For example, if a proponent bids \$120.00 and that is the lowest bid price, that proponent receives 100% of the possible points ( $120/120 \times 100 = 100\%$ ). A proponent who bids \$150.00 receives 80% of the possible points ( $120/150 \times 100 = 80\%$ ), and a proponent who bids \$240.00 receives 50% of the possible points ( $120/240 \times 100 = 50\%$ ).

$$\frac{\text{Lowest rate}}{\text{Second-lowest rate}} \times \text{Total available points} = \text{Score for proposal with second-lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Third-lowest rate}} \times \text{Total available points} = \text{Score for proposal with third-lowest rate}$$

And so on, for each proposal.

Upon completion of stage two, a short list of proponents will be invited to participate in the third stage if the Town of Olds decides to proceed beyond the RFP stage, if required.

The third stage of the evaluation will consist of oral presentations to Town of Olds staff. Proponents invited to participate in the third stage are to ensure that the individual identified as the project leader in their RFP submission will be available during the interview portion of the evaluation in addition to any other key personnel that the proponent wishes to include.

### 4.0 PROPOSAL CONTENT

Proposals should be organized in the following format using the section titles and sequence listed below, to facilitate evaluation and to ensure each proposal receives full consideration.

#### 4.1 Proposal Submission Letter or covering letter

Must be dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications on behalf of the Proponent.

#### 4.2 Executive Summary touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and costs.

#### 4.3 Proponent Profile

The Proposal must include:

- A **brief** introduction of the Proponent, identifying the members of the project team and project lead (if applicable);
- Project team members identified are to remain on the project until completion. Any changes in project team members will be subject to Town of Olds approval, and the Consultant shall ensure such changes do not negatively impact the quality of the deliverables and project timelines;
- A contact for any questions or clarifications arising from the Proposal. Contact information should include name, title, address, email, and phone number;
- Contact information for the Proponent's head offices and applicable service centres; and
- Details of any subcontracting arrangements proposed by the Proponent.

#### **4.4 Project Understanding, Concept and Proposed Methodology**

This section should specifically address the proponent's understanding of the Town's needs and provide details of the proponent's methodology to the scope of work including all items listed in Schedule "A". The proponent should outline their project vision, processes and systems used for planning, scheduling, and budgeting to meet the obligations and requirements under this schedule are also met.

This section must address the work, effort and team member participation role in delivering the work. The proposed methodology should also identify any potential options, or changes to the outlined approach that could be advantageous to the Town. Any such optional work should be identified specifically or outlined in a separate section.

#### **4.5 Project Work Plan**

A work plan and project schedule for completing the scope of work for this RFP in accordance with the timelines identified in Schedule "A".

#### **4.6 Related Experience and References**

The proponent shall include a list of three (3) recent and relevant projects (within the last three years) with their RFP package. Each of the references shall include a contact person complete with title, and phone number. The references will reflect similar work that has been provided. Preference will be given to companies with experience working with municipalities with similar demographics and requirements to the Town of Olds.

#### **4.7 Alberta Worker's Compensation Board (WCB)**

A current Alberta WCB Clearance Letter should be included in the proposal as evidence of such coverage and confirmation that the proponent's account is in good standing. If the proponent does not have such coverage in place, the proponent will be required to obtain it within 10 days upon receiving notice of the intent to award.

#### **4.8 Proof of Insurability**

Proponents shall provide proof of general comprehensive liability insurability, from a licensed insurer, in the amount of a minimum of \$2,000,000 with the municipality as an additional named insured.

#### **4.9 COR/SECOR**

Proponents shall provide a copy of current COR or SECOR certification.

#### **4.10 Costs**

Provide a schedule of total fees proposed per the work plan key tasks. The total should include all fees, costs and disbursements (including travel costs), sub-consultant fees, and any other expenses as required under the Scope of Work.

Itemize separately any additional services being recommended to the Town of Olds in addition to the project scope.

### **5.0 Awarding of Contract**

This RFP should not be construed as a contract to purchase goods and services. Only written notice, to the proponent of acceptance of the proposal by the Town of Olds, and the



subsequent full execution of a written agreement, shall constitute a contract for the provision of the Water Meter Replacement Program.

The Town of Olds reserves the right to accept or reject, in whole or in part, all proposals received. The lowest or any proposal will not necessarily be accepted, as various criteria are used in the evaluation process.

No act of the Town of Olds, other than a notice in writing signed by the Chief Administrative Officer, or his designate, shall constitute an acceptance of a proposal.

The Town of Olds reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, The Town of Olds may reject any proposal which:

- Is incomplete, obscure, irregular, or unrealistic;
- Has non-authorized (not initialed) erasures or corrections in their proposal offer or any schedule thereto;
- Omits or fails to include any or more items in the proposal offer for which a price is required by the RFP;
- Fails to complete the information required by the RFP to be furnished with the proposal or fails to complete the information required whether the same purports to be completed or not;
- Fails to be submitted before the deadline.

Further, a proposal may be rejected on the basis of:

- The proponent's past performance, if applicable, with the Town of Olds;
- Financial constraints;
- Unreasonable or unacceptable completion schedules; and
- Failure to comply with federal, provincial and municipal legislation.

The Town of Olds has the right, in the interest of the Town, to waive any informality, insufficiency or irregularity in any proposal responses received, and to accept the proposal that is deemed most favourable to the interests of the Town of Olds.

## **6.0 Limitation of Liability**

Notwithstanding any other provision, by submitting a proposal, each Proponent agrees that any claim that the Proponent may have against the Town of Olds and its employees, agents, consultants and elected officials (collectively the "Town Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this Request for Proposals process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Proponent's actual and reasonable costs in preparing its Proposal to a maximum of \$2,500.00. For clarity, each Proponent specifically waives as against the Town Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

## SCHEDULE "A"

### THE DELIVERABLES

#### 1. Purpose

The Town of Olds currently has 4,003 Meters of varying sizes installed throughout the municipality. In an effort to improve reading accuracy, leak detection, alerts, and alarms, etc., the Town is looking to adopt Advanced Metering Infrastructure. The town is looking to replace all meters over a three-year period. The successful proponent will be awarded a pilot project of approximately 100 meters with the option to extend to the total three-year project based on performance and budget approvals.

#### 2. Scope of Work

The scope of work includes all work associated with the replacement or identified water meters, including supplying all water meters, tools, equipment, and personnel to complete the work. Successful proponents will be responsible for the following work, which includes but is not limited to:

- Supply and installation of water meters and removal of existing:

| Size                        | Estimated Quantity |
|-----------------------------|--------------------|
| Residential $\frac{3}{4}$ " | 100                |

Note: Estimated quantities are current as of February 28, 2023. The exact number will be confirmed prior to the contract start date, and may be adjusted up or down as budget allows.

- Provide proposed water meter specifications and system operations manuals with the proposal.
  - Proposed meters are proven to integrate with the Towns current billing systems.
  - Meters must be new. The Town will not consider or accept used or reconditioned meters. Meters must arrive with factory acceptance test tags.
  - The successful proponent will be responsible for providing the equipment necessary to program and read the meters.
- The successful proponent will be required to provide software needed for read collection. Proponents will confirm in their proposal that their proposed solution will provide:
  - Per liter consumption
  - Backflow detection
  - Tamper detection
  - Leak detection
  - History/Trends
- The successful proponent must provide an automated solution capable of importing the installation meter and radio information into the Town's billing software (Diamond Central Square). Data required includes:

- Meter ID
  - Make
  - Meter Size
  - Meter Multiplier
  - Transponder Number
  - Date of Installation
  - Start Read
- The successful proponent will be responsible for installation personnel.
    - Installers assigned to the project will be professional and qualified to perform the work.
    - Removal of existing meters (meters are to be disposed of by the contractor including wiping of any data and proper disposal of all components including batteries).
    - Installation to be completed in accordance to the manufacturer's specifications.
    - The existing service line may require minor work to allow for access and/or modification to allow for replacement of the meter. The successful proponent will provide unit rates for plumbing modifications and carpentry work.
    - The successful proponent will not be responsible for any damage done to the customer's service plumbing beyond 1 meter on either side of the water meter location unless the installer acted in a negligent manner.
    - Town will assist with curb stop issues and line freezing as required.
    - The installer will ensure that each meter is installed correctly and is operational.
    - All vehicles used by installers must be clearly marked with company identification. Installation personnel are to wear company uniforms and carry photo identification and company contact information at all times.
  - The successful proponent will be required to complete a system acceptance test. The test will be measured by the availability of reads in the Town's billing software (Diamond Central Square). The successful proponent is expected to complete no less than 98% of a mutually agreed upon quantity of installations.
  - The successful proponent will be responsible for appointment scheduling a minimum of 48 hours in advanced to complete the water meter replacement. This includes notifying homeowners/businesses using a combination of:
    - Phone calls (minimum of three attempts)
    - One mailed notice
    - One door knocker

The successful proponent will provide contact information for homeowners/businesses to contact the successful proponent to schedule appointments including a 24-hour emergency contact to call for repair or malfunction of the meter following installation.

All public interaction dialog scripts, mailouts, and doorknockers require Town approval. The Town will provide up to date contact information for homeowners and businesses. In the event the required contact attempts do not solicit a response from the homeowner/business, the Town will assign a new address to install the meter at.

- The successful proponent will work with the Town to develop a media information campaign to inform residents of the program.

- The successful proponent will provide training to Town staff on the installation/maintenance of meters and the provided software.
- Proponents shall provide all warranty information in their proposal. Hardware shall have a minimum 10-year warranty, while issues directly resulting from the installation of the meter shall be warrantied for one year post installation.
- The successful proponent will be required to provide a labour and materials bond as well as a performance bond.
- The successful proponent will be designating as the prime contractor during the installation of the meters.

### **3. Project Schedule**

Proponents will provide a project schedule reflecting project timelines and milestones and any additional requirements determined by the Proponent for this project. Proponents should identify any risks that may impact the project timeline.

The successful proponent will assign a project manager that will provide weekly progress reports and attend meetings on an as-required basis. Progress reports will include documented contact attempts for each property, addresses of completed installations, addresses of outstanding installations, and any information regarding any special installations, concerns, or outstanding items that require City approval or action, incident reports, up-to-date summary of project status, safety/tailgate safety minutes.

## SCHEDULE "B"

### FORM OF AGREEMENT

**Town of Olds**

**Short Term Service Contract**

4512 - 46 Street  
Olds, Alberta  
T4H 1R5



Contract No. ST \_\_\_\_\_

Project Name: \_\_\_\_\_

|                         |  |                 |                    |
|-------------------------|--|-----------------|--------------------|
| <b>Contractor Name:</b> | Company : _____<br>Company Contact: _____                                |                 |                    |
| <b>Contact Info:</b>    | Phone: _____   | Cell: _____     |                    |
|                         | Fax: _____   | E-mail: _____   |                    |
|                         | Other: _____   |                 |                    |
| <b>Contractors:</b>     | Street or Box # _____  |                 |                    |
| <b>Address:</b>         | City/Town: _____   | Province: _____ | Postal Code: _____ |
| <b>Town of Olds</b>     | Name: _____ Department: _____  |                 |                    |
| <b>Contact:</b>         | Position: _____ Code: _____  |                 |                    |
| <b>Scope of Work:</b>   | <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |                 |                    |
| <b>Notes/Remarks:</b>   | <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |                 |                    |
| <b>Contract Price:</b>  | <div style="border: 1px solid black; height: 40px; width: 100%;"></div>  |                 |                    |
| <b>Payment Term:</b>    | <div style="border: 1px solid black; height: 40px; width: 100%;"></div>  |                 |                    |

#### CONDITIONS AND SPECIAL PROVISIONS

- 1) Work is to commence on \_\_\_\_\_ and be completed by \_\_\_\_\_.
- 2) The Contractor agrees to indemnify and save harmless the Town of Olds from any and all Contractors and third party claims, demands or actions arising out of the work performed under this Contract, including but not limited to those arising out of negligence or willful acts of the Contractor or their employees or agents. This indemnity clause shall survive the termination of this Contract.
- 3) The Town of Olds shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, their employees or agents in the performance of this Contract.
- 4) Contractors to obtain
  - a) Commercial Automobile Third Party Liability Insurance coverage, in an amount not less than \$2,000,000.00 inclusive per occurrence with a deductible not to exceed \$10,000.00, insuring against bodily injury, personal injury, property damage, and automobile damage including loss of use thereof. Such insurance shall include blanket contractual liability and shall remain in place until completion of
  - b) Professional Liability Insurance coverage, also referred to as Errors and Omissions Insurance, in an amount not less than \$2,000,000. If the Value of the Contract exceeds \$2,000,000 then the minimum policy coverage shall be \$5,000,000 per occurrence.
  - c) General liability insurance coverage in a minimum amount of \$2,000,000 of coverage is required for Contracts to provide goods or services. A minimum of \$5,000,000 of coverage is required for contracts that involve constructing, renovating or rebuilding on any Town of Olds Property or Right of Ways. The Town of Olds must be named as an Additional Insured on the proof of Insurance document.
  - d) Non-owned Automobile Coverage of a minimum of \$2,000,000 per occurrence.
- 5) The Contractor shall furnish the Town of Olds with a certificate or certificates of Insurance as evidence that the required such insurance is in force, including evidence of any insurance renewal policy or policies.
- 6) The requirement for insurance coverage does not reduce nor limit the Contractor's liability to the Town of Olds in the event of a claim by the Town of Olds against the Contractor, or against the Town of Olds by a third-party.
- 7) The Contractor shall comply with all safety policies and rules of the Town of Olds and the safety regulations under the Occupational Health and Safety Act and for the purposes of this Act is the Prime Contractor for the work performed under this Contract.
- 8) The Contractor is responsible for all amounts due to Workers' Compensation in accordance with the Workers' Compensation Act.  
WCB number: \_\_\_\_\_
- 9) If for any reason the Contractor fails to provide services satisfactorily to the Town of Olds or comply with the conditions of this Contract, the Contract may be terminated by the Town of Olds upon providing written notice to the Contractor. Upon termination, the Town of Olds shall have no further obligation to the Contractor, except for payment for services performed to the date of the termination.
- 10) Surety Bonds or proof of letter of credit security is required for projects that exceed \$100,000 and are completed in Phases that require progress payments prior to full project completion.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Signature of Town of Olds Representative

\_\_\_\_\_  
Name (Printed) of Contractor Representative

\_\_\_\_\_  
Name (Printed) of Town of Olds Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_