



New Glasgow

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REQUEST FOR PROPOSALS

Town of New Glasgow: Westside Pressure Study

Town of New Glasgow
New Glasgow, Nova Scotia
RFP # TNG2024- PW-020

Date: December 3, 2024,

Closing Date: January 9, 2025

Project Manager:
Audrey Buchanan, P.Eng.
Assistant Director of Engineering & PW
audrey.buchanan@newglasgow.ca

1. Invitation & Project Details

1.1 Background

The Town of New Glasgow (TNG) is a beautiful riverside town of 9,471 residents, located in Northern Nova Scotia, which serves water customers in the Town of New Glasgow, Town of Westville and areas of the Municipality of the County of Pictou.

Over the past number of years growth and development across the Town are increasing so to ensure continued growth can be sustained the Town would like to complete an analysis of the westside of New Glasgow in particular the portion of the westside which is currently supplied water by the Munro Ave. tank, along with the remaining vacant lands on the westside which are primarily located at higher elevations of the westside. In addition to the water provision analysis within Town limits the Town would like to investigate any advantage(s) or disadvantage(s) there may be to providing water to areas of the Municipality of the County of Pictou near the Munro Ave. tower that may also benefit in upgrades to the system that maybe needed to supply water to remaining Town of New Glasgow customers.

1.2 Invitation

In accordance with the rules, regulations, and guidelines of the Province of Nova Scotia and applicable Town Policies and By-Laws, the TNG is soliciting proposals from qualified engineering companies ("Service Provider"), with a proven track record of Civil engineering design in the Water supply, fire flows, water distribution, and water modelling.

The Service Provider (Proponent) must have significant (>10 years) experience with the design, engineering, and modelling of water distribution systems. The Service Provider must have a license to practice in the Province of Nova Scotia.

The proposal must demonstrate a thorough understanding and complete response to the specific requirements of this project as set out in the Request for Proposal.

1.3 Scope of Work

The Service Provider shall complete the following components:

1. Review of a Water Hydraulic Model & Current Water Distribution System Status Report

- The Town currently has a calibrated water model, included in Appendix A, which details the existing Munro Ave. tank along with the areas of the water distribution network that are serviced by the tank. Water customers supplied by the Munro Ave. tank by gravity feed include all Town of New Glasgow residents on the westside (shown in blue in the attached drawing), and by pumped system some Municipality of the County customers, along with the Town of Westville customers. The Consultant will be required to confirm the accuracy of the model for this area in particular the Consultant is to confirm the existing pressures and tank volumes are accurate through field / model confirmation at critical locations.

Once this is complete the Consultant will be required to review the vacant parcels of land as shown on the attached GIS drawing (Appendix B). Appendix B also contains a second map of the areas both within Town of New Glasgow boundaries and outside of the Town limits that

we believe could have water pressures at or near the bottom end of plumbing code requirements and that should be reviewed to determine the best approach to service these locations with fire flow and potable water requirements. The map of water pressures also includes the current Munro Ave. tank elevation data and operational data that should be verified for consistency with the watermodel information. The vacant land parcels are to be incorporated into the existing watermodel and confirm if they can be supplied sufficient water volume, water pressure and fire flows according to the maximum possible population density that could be expected on those lots using current Town of New Glasgow zoning. A copy of the Town of New Glasgow zoning information (Municipal Planning Strategy and the Land Use Bylaw) have been included in this package and the newly rezoned information for Eighth St., Parkview Dr. and Chestnut St. approved technical memo have been included. This review must ensure all existing customers both on the gravity system from the Munro Ave. tank along with the pressure customers can be supplied water as the first priority, then incorporate in the remaining lands / customers with preference to Town of New Glasgow residents over the property adjacent to the Town boundary as a secondary priority.

The Consultant must detail the pressure requirement at each location if it meets or exceeds plumbing code requirements and if it meets or exceeds the Town of New Glasgow Water Utility historical requirement of a minimum of 20psi.

At the completion of the modelling work and analysis of the vacant land parcels the consultant will be required to advise if the current water distribution system along with the vacant land parcels under review can be adequately supplied fire flow and potable water at the minimum water pressure to meet or exceed Plumbing Code and Fire Underwriters requirements. Any deficiencies to this requirement are to be detailed in a final report on the water distribution system status report.

2. Water Distribution Upgrades Required & Report [Provisional]

In the event the Consultant identifies deficiencies in the water pressure, or fire flows for the current water distribution system or the supply of the remaining vacant land parcels the consultant is to provide a preliminary design review of method(s) to address the deficiencies such as the construction of a booster station, individual residential booster pumps, etc. along with a Class D cost estimate to complete the required work.

This review should be specific on how many location(s) will be impacted by the deficiency along with if the proposed design improvement simply addresses the deficiency the current customer has or if there is additional benefits either to the existing water distribution system or the potential to expand the system in future to additional areas of the Municipality of the County of Pictou. This review should be completed and included in the final report.

3. Additional Information

Any additional information or costs that the consultant may require to produce the requirements of the enclosed RFP must be included in the Lump Sum costs. Any costs not included in the Lump Sum cost that the consultant anticipates will be required to complete this work must be clearly detailed and costed to ensure a complete project cost is included as part of the RFP submission.

The Consultant can break Item #2 into several possible options as part of their pricing to preform

that work in the event it is easier then compiling a response on just one solution.

All administrative, travel, etc. costs to be included in the Lump Sum costs.

1.4 Project Schedule

The project work will need to be completed by **March 30, 2025**, unless approved prior to RFP award.

The consultant must provide a detailed project schedule as part of their RFP submission that breaks out all the major work components listed under Section 1.3 Scope of Work.

2. Instructions for Proponents

2.1 Proposal Submission

Three (3) copies and one (1) digital copy of the proposals are to be delivered in a sealed envelope to:

**Audrey Buchanan, P.Eng. Assistant Director of Engineering & Public Works
Town of New Glasgow – Engineering and Public Works
235 Park Street
New Glasgow, NS
B2H 5B7**

The Town will advise proponents of the receipt of their submission. Email or fax submissions will not be accepted.

Proposals must be received by 3:00pm AST on January 9, 2025. Late submissions will not be accepted and will be returned to the Proponent.

Timeline:

Milestone	Date
RFP Issued to Consultants	Dec 6, 2024
Inquiry Period Ends	Jan 7, 2024
Submission	Jan 9, 2024
Selection of Proponent	Jan 21, 2024
Submit Draft Report	February 17, 2025
Submit Final Report	March 31, 2025

The above dates are subject to change at the sole discretion of the Town of New Glasgow. Should there be any changes to the submission dates, Proponents will be notified by email.

2.2 Inquiries

All enquiries related to this Proposal, are to be directed, **in writing by email, no later than January 7, 2025**, to the following person who is hereby designated as the Town Representative:

Audrey Buchanan, P.Eng., Assistant Director of Engineering & Public Works
Town of New Glasgow – Engineering and Public Works
Email: audrey.buchanan@newglasgow.ca

Information about this RFP or any matter pertaining to the Services that is obtained from any source other than the Town Representative is not official and should not be relied upon. Enquiries that are directed to the Town Representative and responses will be recorded and **MAY** be distributed to all Proponents at the discretion of the Town.

2.3 Proposal Structure and Content Requirements

The proposal should be structured with the following sections. It is the Proponent's responsibility to effectively communicate Technical and Financial requirements. Proponents are required to complete

the Project Administration Form, see Appendix D, Achievements of the Proponent Team on Comparable Projects, Appendix E, and Price Schedule, Appendix F. For other content, Proponents to use their own format following the criteria described below.

1. Company Profile and Project Experience

- a. Brief history of your company, including relevant municipal projects.
- b. General profile of the business including ownership and relevant affiliation.
- c. Contact information.
- d. Provide three (3) project references of a size, scope, and nature similar to that contemplated by the Town, which you have completed.
- e. Demonstrate the success of the projects, in terms of timelines, project solutions and project risks from projects that took place at least five years ago.

The Town RFP review committee reserves the right to contact references to confirm the information provided in the proposal and the nature and quality of the services provided, which may affect a Proponent's evaluation score.

2. The Proponent's Technical Qualifications & Approach

- a. A general statement of specialization and expertise.
- b. A detailed proposal demonstrating understanding of scope and intent of the project including approach to address all of Section 1.3 Scope of Work requirements.

3. Firm Project Cost

- a. Complete Project Summary Form outlining material, labor, and design costs as per the scope and provide the Lump Sum project costs for each category of work which include travel, accommodations, meals, printing, copying, etc.

2.4 Project Related Documents

The consultant will be provided with the following reference documents as part of this RFP to assist with the design and analysis of the existing wastewater system:

APPENDIX A – Town's WaterCAD Watermodel

APPENDIX B – Town's Vacant Land Parcels Map

– Town's Munro Ave. Tank Pressure Map

APPENDIX C – Town of New Glasgow zoning bylaw (Municipal Planning Strategy)

– Town of New Glasgow Land Use Bylaw

– Town of New Glasgow Schedule A-1 Drawings (2)

– Town of New Glasgow Technical Report (Eighth St., Parkview Dr. and Chestnut St.)

Consultants can review the above documents by request during the RFP proposal phase. All documents will be provided in digital format to the successful proponent.

2.5 Mandatory Requirements

The following mandatory requirements will be evaluated on a simple pass or fail basis. Non-compliance with any one of the Mandatory Requirements will deem the proposal void, and no further consideration will be given. Proposals must include all necessary documentation to support compliance.

- 1) Completion of Appendix D – Project Administration Form
- 2) Completion of Appendix E – Achievements of the Project Team on Comparable Projects
- 3) Completion of Appendix F - Project Price Schedule (with firm project cost) including disbursements.
- 4) Draft Project Schedule including critical project milestones.

3. Evaluation Process

3.1 Evaluation Committee

The Town will form an evaluation committee to review all eligible proposals. The Town has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own discretion.

Proposals will be evaluated against the mandatory criteria. Proposals that meet all the mandatory criteria will then be assessed and scored against the desirable criteria. It is the Town’s intention to select the Service Provider who has the highest overall ranking. Proposals that fail to meet the mandatory criteria will be rejected. Proposals received after the closing time shall not be considered and returned to the proponent unopened.

By responding to the RFP, proponents will be deemed to have accepted the terms and conditions herein and acknowledge the decision of the Evaluation Committee will be final and binding.

3.2 General

The objective of the evaluation process is to identify to the Proposal(s) that most effectively meet the requirements set out in the RFP to provide the best overall value to the Town.

The evaluation process is as follows:

- 1) Review of Mandatory Requirements
- 2) Evaluation of Proposal Structure and Content Requirements
- 3) If necessary, further evaluations of short-listed Proponents through a meeting.

Proponents will be scored based on how well their proposal meets the criteria specified. The table below outlines the weight of each section.

Evaluation Criteria	Weighted Percentage
Company Profile & Project Experience	30
Technical Qualifications & Approach	40
Price	30
Total	100

3.3 Notice

The Town shall notify the successful Service Provider that they have been selected to enter discussions to finalize the costs and agreement.

3.4 Proponent Proposals

All compliant Proposals submitted shall become the property of the Town and will not be returned.

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent’s submission to this RFP.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4. Request for Proposal Terms

4.1 No Obligation to Proceed

Though currently the Town fully intends to proceed through the RFP and select a Service Provider, the Town is under no obligation to proceed to the contract or any other phase. The receipt of submissions by proponents, or on their behalf, shall not impose any obligations on the Town. There is no guarantee that the process initiated by the issuance of this RFP will continue, or the process will result in a contract with the Town.

4.2 Town's Right to Accept or Reject Proposal

The Town reserves the right in its absolute discretion to accept the Proposal which it deems most advantageous and favorable in the interests of the Town of New Glasgow; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the Town be responsible for the costs of preparation or submission of a Proposal.

If there is only one compliant Proposal received by the Closing Time, the Town reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Proponent. The Town reserves the right to cancel this RFP at any time before execution of the Contract without being obligated to any Proponent regardless of whether there is one or more compliant Proposals.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected by the Town in its absolute discretion. The Town may at its sole discretion reject Proposals which are non-conforming including Proposals that do not conform because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

4.3 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

4.4 Ownership of Proposal and Freedom of Information

By submitting a Proposal, the Proponent agrees the Town has the right to copy the Proposal Documents. Proposals will be held in confidence by the Town, subject to the provisions of the Freedom of Information and Protection of Privacy Act and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into the Contract for the supply of the Services.

4.5 Insurance

Proponents are to carry and keep in force Public Liability Insurance, in a form equivalent in terms of coverage to the industry standard Commercial General Liability, for all services provided to and on behalf of the Town. The amount of coverage shall be not less than five Million dollars (\$5,000,000) per occurrence and to indemnify and save harmless the Town in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by them, or their employees or relating to the prosecution of the works or any of their operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by they or them under and by these conditions, and covenants and agrees to hold the Town harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than five million dollars (\$5,000,000) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town will be furnished. Such insurance shall have the Town as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the Town.

To carry and keep in force Professional Liability Insurance in an amount not less than \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured retention / deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. The policy shall be underwritten by a company licensed to conduct business in the Province of Nova Scotia and be acceptable to the Town. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal will be provided for each and every year. The Town has the right to request that an extended reporting endorsement be purchased by the submitter at the submitter's sole expense.

4.6 Conflict of Interest

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 of New Glasgow or their immediate families which might in any way be seen (in the Town's sole and unfettered discretion) to create a conflict.

4.7 Anti-Collusion, Fraud & Corruption

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the Town through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

4.8 Confidentiality

Confidential information about the Town obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the Town of New Glasgow. The Proponent agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

4.9 This Request for Proposals is not an Invitation to Tender

There is no obligation for Proponents to enter into a Contract and no Contract is created, intended, or implied by this RFP. This RFP cannot be considered Contract 'A' as defined in Canadian common law. Neither the issuance of the RFP nor the submission and receipt of a Proposal constitute a final or any contract between the Town of New Glasgow and any Proponent. Neither the issuance of this RFP nor the receipt of a Proposal in any way binds the Town to proceed with any project, enter into a Contract or obtain any services from any Proponent. No contractual relationship of any kind exists between the Town and any Proponent. No contractual relationship of any kind exists between the Town and any Proponent unless and until a binding agreement has been executed between a Proponent and the Town of New Glasgow. This RFP is not a tender.

All Proposals are irrevocable until such time as a Contract is executed by the Town and a Proponent. A Proponent wishing to revoke its Proposal must put a request in writing to the Town Representative. Any such written request must be signed by the same authorized signatory as in the Proponent's original Proposal.

If a Proposal is selected, it is anticipated that the Town will enter negotiations with the Proponent for the execution of a Contract.

If the Town and a Proponent are unable to successfully negotiate and execute a Contract, the Town of New Glasgow may negotiate and enter a Contract with any other Proponent.

4.10 Irregularities and Informalities

The Town reserves the right, at its sole discretion, to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the Town to do so.

4.11 Discrepancies or Omissions

Proponents finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the Town Representative who will send written instructions or explanations to all parties having a set of the Proposal Documents in accordance with section 2.3 and 2.4. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors, or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

4.12 Modification of Terms/Addenda

The Town reserves the right to modify the terms of this RFP at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The Town may amend or clarify the information package by issuing an Addendum. No employee or agent of the Town is authorized to

amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The Town makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to the closing of this Invitation to Proposal shall become a part of the Proposal Documents. It is the Proponent's responsibility to make any necessary adjustments to timelines and schedules affected by an addendum.

4.13 Liability for Errors

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

4.14 No Publicity or Promotion

Proponents shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any agreement awarded under this RFP, without the prior written approval from the Town. The Proponent agrees to be bound by this provision regardless if its Proposal is accepted or rejected.

4.15 Non-Disclosure Agreement

The Town reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Town.

4.16 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licenses, and approvals required in connection with the supply of the services pursuant to this RFP. The costs of obtaining permits, licenses, and approvals shall be the responsibility of and shall be paid for by the Proponent.

4.17 Intellectual Property

The Proponent should not use any intellectual property of the Town, including but not limited to all logos, registered trademarks, or trade names of the Town, at any time without the prior written approval of the Town as appropriate.

All deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to this RFP are to remain the exclusive property of the Town.

Requests to present data or publish or present papers derived from work pursuant to this RFP in any type of publications, journals, or professional conferences must be made to the Town and prior approval must be obtained in writing from the Town.

4.18 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Town. Any act in derogation of the foregoing shall be null and void.

4.19 Governing Law

The RFP, the Proponent's Proposal, and the resulting Agreement shall be governed by the laws of Nova Scotia and Canada.

4.20 No Liability

The Town shall not be liable to any Proponent, person or entity for any losses, expenses, costs, claims, or damages of any kind.

- a) arising out of or by reasons of or attributable to the Proponent responding to this RFP; or
- b) as a result of the use of any information, error or omission contained in this RFP document, provided during the RFP process or during the term of the Agreement; or
- c) which may occur between quantities of work actually done or supplied and the estimated quantities set out in this RFP.



APPENDIX D – PROJECT ADMINISTRATION FORM

1. Proponent's Name:	
2. Is this the Head Office? Yes No	Is this the Branch Office? Yes No
3. Street Address:	4. Mailing Address
City:	City:
Province/State:	Province/State:
Postal Code/ZIP Code:	Postal Code/ZIP Code:
5. Telephone Number: ()	6. Fax Number: ()
7. Contact Name:	
8. Contact Email:	
9. Provide the following information about the firm.	
Year Established:	Number of Employees:
Type of Organization: (Please Select One Below)	Professionals:
Sole Proprietorship	Registered Technologists:
Partnership	Technical Support:
Corporation	Other:
Joint Venture	
<p><i>I confirm that this submission complies with all rules and regulations and guidelines applicable to the performance of this work, of the Provinces and the Professional Association(s) of the provinces, wherein this project will be carried out. I also confirm my registration, or eligibility to be registered to practice in the provinces wherein the work will be carried out;</i></p>	
Signed:	Position:



APPENDIX E – ACHIEVEMENTS OF THE PROPONENT TEAM ON COMPARABLE PROJECTS

Firm Name:		Discipline:
Project Name:		
Was the firm:		
Prime Consultant Sub-Consultant on a Design/Bid/Build project		
Owner's representative Design/Builder's Consultant on a Design/Build project		
Degree of responsibility: %		
Project Description:		
Consultant's Initial Cost \$ (fees, disbursements, etc.)	Consultant's Final Cost \$	
Estimated Completion Date:	Actual Completion Date:	
Initial Construction Value \$	Final Construction Cost \$	
Reasons for not on budget/schedule if applicable:		
Joint Venture Yes No	If yes, degree of responsibility? %	
Joint Venture Partner:		
Proponent's Responsibility on the Project:		
Relevance of the Project:		
Client's Name and Phone Number:		

Use one page for each project submitted.
Number pages for example, B1 of 3, B2 of 3, B3 of 3



APPENDIX F PRICE SCHEDULE

<u>ITEM</u>	<u>PRICE</u>
1. Review Water Model, Water Distribution System & Report	\$ _____ CAD
2. Water Distribution System Upgrades Required & Report [PROVISIONAL]	\$ _____ CAD
3. Additional Information	\$ _____ CAD
HST (15%)	\$ _____ CAD
<i>Total Including HST</i>	\$ _____ CAD

Note: Consultant to clearly detail in the scope and methodology section what services are included in this section and any items which are required in addition to original scope of work proposed by the Town in order to supply all RFP requirements.

APPENDIX G - EVALUATION CRITERIA TABLE

EVALUATION CRITERION		CRITERION WEIGHT FACTOR
Company Profile and Project Experience		15
Appendix E – Administrative Form and Confirmation of Team		5 (YES/NO)
Appendix F – Achievements on Comparable projects: - similar functional requirements - similar size and scale - similar responsibilities - on time and budget		10
Technical Qualifications and Approach		55
Technical and Managerial Expertise: <ul style="list-style-type: none"> • Team organization • Key Personnel • Consultant co-ordination and resource allocation 		5
Understanding and Concept for the Project		5
Approach and Methodology		15
1.3.1 Review Water Model & Report		15
1.3.2 Upgrades Required & Report [Provisional]		10
1.3.3 Additional Information		5
Appendix G - Offer of Services (Price)		30
1.3.1 Review Water Model & Report		
1.3.2 Upgrades Required & Report [Provisional]		
1.3.3 Additional Information		
TOTAL:		100