



SERVING OUR COMMUNITY

Request for Proposal
Quad Regional Water Partnership
Governance Model Options Plan

The Quad Regional Water Partnership (QRWP) is requesting proposals from qualified consultants to develop and present a variety of governance options for the operating and management structure of local municipal water systems.

Documents and general information are available from the (QRWP) Purchasing Department, Town of Black Diamond, 301 Centre Avenue, Black Diamond, AB. after March 08, 2010.

pwmanager@town.blackdiamond.ab.ca

(403) 933-4348

Submissions will be accepted at the Purchasing Department until 2:00 p.m. local time Friday, April 23, 2010. Responses can be hand delivered or mailed to the Purchasing Department at P.O. Box 10, Black Diamond, AB, T0L 0H0. The submission must be in a sealed envelope and marked clearly as:

RFP-03-1111-10

Governance Model Options Plan

PROPOSAL CALL:

Issue Date: March 08, 2010

Close Date: April 23, 2010 2:00 PM

(SCHEDULE “A”)

Contents

Quad Regional Water Partnership
Governance Model Options Plan

<u>Section</u>	<u>Page</u>
1. Objective:	3
2. Background:	3
3. Feasibility Studies:	4
4. Options for Municipal Utility (Water – Wastewater) Systems:	6
5. Resourcing Water for Life Partnerships, Alberta “Water For Life”:	6
6. Form of Proposal:	6
7. Proposal Format:	7
8. Confidentiality:	10
9. Notices:	10
10. Clarification/Inquires/Contact:	10
11. Contract Award:	10
12. Disqualification of Bidders:	11
13. Withdrawal of Proposal:	11
14. Severability:	11
15. Evaluation of Proposal:	11
PROPOSAL FORM	12
AGREEMENT	13 - 16

1. Objective:

The purpose of this RFP is to engage a professional facilitation and governance consultant to provide an understanding and assessment of a variety of governance models available for municipal utility regional partnerships.

¹Sharing responsibility through the use of partnerships can provide important benefits to environmental management including:

- Encouraging greater responsibility of those who have an impact on the environment and empowering them to take action.
- Encouraging innovation through sharing of information and expertise.
- Helping public and private efforts come together for better results.
- Helping to integrate competing interests while reducing friction, overlap and redundancy
- Better decisions overall

¹ *Water for Life: Alberta's Strategy for Sustainability*

During the understanding and assessment process of governance models the respondent will elaborate on how a partnership encourages compromise, consultation, evaluation, strategic planning, and goal setting. How a partnership will optimize the use of knowledge and know-how of the partnering municipalities, and how it helps to eliminate duplication of effort, and promotes a culture of organizational co-operation.

2. Background:

Four member municipalities in southern Alberta have formed the "Quad Regional Water Partnership" (QRWP) in the fall of 2008. These municipalities are; Town of Black Diamond, Town of Turner Valley, Village of Longview and the Municipal District of Foothills # 31 regional hamlets of Naptha and Hartell. The cumulative distance between municipalities is 22.5 km and extends from Townships 18 through 20 of Range 2 west of the fifth meridian.

The purpose of this partnership is to investigate the feasibility of securing and implementing a sustainable and cost effective potable water system for the region. (QRWP) group anticipates the key benefits of partnering would include:

- A sharing of roles and responsibilities.
- Contributions from each participant of human, financial, technological, or material and structural resources.
- A sharing of risk, control and benefits.
- Added value in products and/or services.
- Cost sharing of infrastructure.
- Provide a safe and secure potable water supply that meets the needs of current and future generations of Albertans in this region.
- Compliment and further enhance other potable water regional providers.

Both the urban municipalities and the MD recognize the continued health of the region is dependent upon a continued/sustainable supply of potable water and wastewater collection. The demand for high quality water and a reliable water supply is a key priority within today's municipal sector. With water quality standards ever increasing, the costs for water treatment facilities and the sequential costs of operation and maintenance of these facilities are large burdens to smaller municipalities.

The provincial regulators are providing incentives (funding initiatives) to develop regional "hub" treatment centers through the Alberta "Water for Life" initiative. The aim is to develop "Regional Providers" which will be sustainable in terms of an adequate raw water source, modern water treatment systems and shared maintenance and operations given a larger population base.

The Councils of this partnership have authorized their administrations to participate in the investigation and examination of the benefits of a regionalized Water system partnership, whereby the purpose of proposed restructuring must be the improvement of services and the quality of community life.

Working from a set of common objectives, individual efforts shall be pooled to ensure that the communities within the proposed regional partnership will attain a higher level of municipal services. These Municipalities would continue to enjoy a sense of independence, uniqueness, and maintain their own identity.

It is anticipated that a clear understanding of the respective roles and responsibilities of the Provincial Government and the Local Governments be addressed during the investigation of a regional services system. The objective is to create and foster a quality of individual and community life which is just and sustainable.

It is anticipated that our local governments will be significantly enhanced with communities cooperating in areas of mutual benefit on a regional basis. Sound economic, social, environmental and financial reasons for a regionalized approach to the delivery of municipal services will be the guidance for this partnership.

3. Feasibility Studies:

(QRWP) has retained the services of an engineering consultant to examine the feasibility of a regional potable water supply system. The proposed study consists of a regional water supply system based at the existing Turner Valley water treatment facility that would distribute potable water to each of the partnership municipalities.

The following components were evaluated in the study.

- Raw Water Supply
- Raw Water Storage
- Potable Water Treatment
- Potable Water Distribution (transmission pipelines and booster stations)

The study examined the feasibility of **upgrading the existing individual** municipal potable water infrastructures (Alternative 1) versus implementing a **Regional Potable Water Supply** (Alternative 2). The study also investigated the various issues and alternatives of the various funding initiatives, recommend a course of action and act as a planning tool to guide implementation of the water strategy.

The following are the conclusions of the (QRWP) Regional Water Supply Study.

1. All member municipalities require upgrades to their existing potable water infrastructure in the short term (2011 to 2013).
2. Implementing a regional water supply system is more cost effective than upgrading the municipal water infrastructures individually.
3. A regional water supply system is in accordance with the direction the province of Alberta is taking as detailed in their "Water for Life" Strategy.

This study in its entirety will be available to the successful respondent for review.

Presently two of the partnership municipalities, the Town of Black Diamond and the Town of Turner Valley share a wastewater treatment facility. Effluent is pumped from Turner Valley to a wastewater lagoon treatment facility located in the Town of Black Diamond. Presently a commission manages the operations of this facility. The commission (Westend Regional Sewage Services Commission) is comprised of two council members from each town.

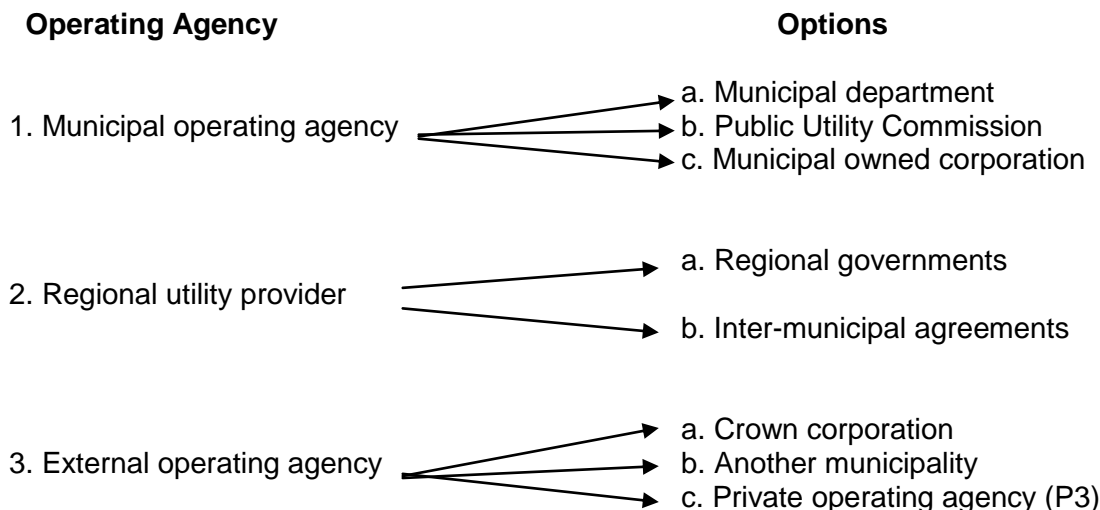
The above potable Water Feasibility Study identified the cost effectiveness of placing a wastewater collection line in the same open trench that will be required to service the other partnership communities with potable water , the Village of Longview and the MD of Foothills hamlets.

The existing sewage treatment facility approval to operate expires October 1, 2015. Sewage effluent that is discharged into the local Sheep River from the existing facility will be subject to a dramatic change in effluent treatment parameters imposed by Alberta Environment.

With this information (QRWP) has asked the provincial government to assist in funding two (2) additional feasibility studies to identify the type and cost of a mechanical treatment plant required to replace the lagoon system and the effluent discharge impact from a mechanical plant on the local river body. The grant funding for these feasibility studies are anticipated to be approved early in 2010.

(QRWP) has also been successful in securing a grant for a governance consultant to provide the various options of the operations and management of a Regional Utilities Partnership.

4. Options for Municipal Utility (Water – Wastewater) Systems:



These options are not inclusive and feasible alternatives will be considered.

5. Resourcing Water for Life Partnerships, Alberta “Water For Life”:

Successful partnerships require adequate resources including money, human resources, expertise and information. While the government of Alberta will remain a major source of funding and other resources, *Water for Life* partnerships must also look to all of their stakeholders for contributions to their operation.

The Government of Alberta, in consultation with its partners, must develop a “partnership resourcing formula” and clear funding commitments to address partnership and sector capacity issues. Adequate operational and project funding, released in a timely fashion, is critical for the success of these partnerships

6. Form of Proposal:

Proposals shall be submitted in a sealed envelope addressed to Managing Partner, at the address noted above, which clearly identifies the document(s) enclosed as a proposal, gives note of proposal number and the name and address of bidder.

Proposals must be submitted on the attached “Form of Proposal” and enclosed with other submission documents as specified. (QRWP) bears no responsibility for any proposal(s) which are lost, misplaced, or submitted incorrectly.

The Proposal Form must be properly completed and witnessed in the spaces provided on the form and signed by the bidder or authorized signing officer of the firm bidding.

7. Proposal Format:

Four (4) copies of the proposal are to be submitted. The proposal shall include the following general terms, and shall be tabbed according to the following alphabetical sequence, following the Letter of Introduction and Table of Contents:

a) Executive Summary:

Outlining the respondents interest in carrying out the project and an understanding of the objective of this project, including a description of approach and methodology, and disclosure of any perceived conflict of interest.

b) Work Plan:

A detailed work plan and project schedule, which will identify all major components & phases, project milestones, deliverables, work assignments and key assumptions underlying the delivery schedule, including items/effort expected to be provided by (QRWP). The delivery of a final report is anticipated to be completed by September 2010.

Strategic Partnership Plan which outlines:

i.) Participants / Proponents

- identify the institution or organization and responsible officers.
- outline the perceived capability experience, and demonstration of need as it relates to this project.

ii.) Nature of the Partnership

- address individual needs, wants, desires.
- address intended utilization periods, durations and type.
- document the objectives, outputs, intended results, and activities.
- document how the partnership will be organized and coordinated.
- comment on the compatibility between each proponent partner.

iii.) Financial and Resource Matters

- document how each partner intends to contribute financial, human or material resources related to the implementation and/or operation of the project.
- Identify the appropriate Organizational and Management Structure. Identify the various Governance Models that may be suitable in this partnership.

iv.) Develop an inventory of resources that a municipality might share with another municipality; Such as a list might include human resources, facilities, equipment or programs.

- v.) In addition to the plan above the respondent to this RFP should provide the partnership municipalities with the understanding of how the respondent would do the following in no particular order:
- Identify mechanism/process of core issues
 - Harvest brainstormed solutions and offer potential creative solutions
 - Narrow alternatives
 - Seek consensus or in alternative develop accurate majority/minority positions
 - Memorialize core issue(s)
 - Know when the negotiation process has concluded or stagnated
 - Describe how you will collect and then identify/categorize issues (a) Consensus (b) Non- consensus
 - Recommend approach and path forward given current situation
 - Provide any other additional information that you may think will aid us in the selection process.

The respondent will as part of advance planning, prepare a proposal outlining the anticipated benefits for each potential participant. Arrange for meetings with partner municipalities to discuss the opportunities for cooperative arrangements, and provide the potential partners with your ideas in advance of the meeting in order to give them the opportunity to consider their options, and the pros and cons as you have outlined them.

(QRWP) envisions the person or team to have dispute resolution capabilities, analytical expertise, and general knowledge of potable water wastewater utility markets, planning operations and governance experience. Respondent should provide references / recommendations from previous work experience as well as specific examples of past experience that may be relevant for purposes of this Scope of Work, including complex, multi-party facilitation.

The respondent will describe the methodology, method of research, session plans, any additional reference material and source documentation resources to be used. Describe any other relevant and/or unique attributes of your approach.

Respondents must disclose actual or potential relationships or representations with (QRWP), its officers, members, any public utility regulatory commissions, any provincial consumer or ratepayer advocates, any water – wastewater industry trade associations, or any other group publicly advocating positions regarding the water – wastewater industry, current (QRWP) municipal partners and all engagements with any of those persons or entities within the past five (5) years.

c.) Relevant Experience:

A description of the respondents related experience, including a selected list of similar projects successfully carried out including a brief description of each. This should include a description of any special skills and knowledge that the respondent may offer that could be unique and could add to the quality of the final report. This should include relevant references for projects requiring similar skills.

d.) Fee Schedule:

No payment will be made for the preparation and submission of proposals in response to this Request For Proposal call.

The selected respondent is responsible for any and all costs and expenses incurred while carrying out the terms of the project / study. The proposal shall specify and state a firm, not-to-exceed price, including total fees (excluding GST), expenses, and project related disbursement costs, in order to complete the project.

No claim for additional cost will be entertained on the grounds of misinterpretation or on the grounds that any promise or guarantee was given or provided by (QRWP).

This should be broken down by phase:

- Hours by project team members;
- Hourly rate by project team members;
- Total charge by project team members;
- Expenses by major category (i.e., travel, accommodation, photocopying, long-distance telephone, etc.).

(QRWP) will consider the total consulting service cost for this project as an upset limit unless prior written approval is obtained from (QRWP).

The proposed pricing for the scope of work set forth herein should be set forth in a segregated portion of the Proposal. Pricing proposals should be set forth on a "time and materials" basis and include an estimate of the time that Respondent expects will be necessary to complete the scope of work as well as a "not to exceed" price. The estimate of time should be demarcated into the time that the Respondent forecasts would be necessary for each aspect the scope of work.

(QRWP) or any of its associated entities shall not be obligated in any way to the respondent's response to this document. Respondent's costs related to the preparation of a response to the document shall be entirely the responsibility of the respondent. Expenses of any nature incurred by the respondent prior to the signing of an agreement or contract shall be the sole responsibility of the respondent and may not be charged to or claimed from (QRWP) or its associated entities in any manner, shape or form.

The submission of a Proposal does not constitute a legal binding agreement between (QRWP) and the Proponent.

e.) Payment of Fees:

The fees for the respondent will be paid as follows for the Governance Model Plan Project.

%__20__ Upon signing of the Agreement.

%__50__ Completion and acceptance of Draft Report.

%__30__ Upon acceptance of Final Report.

f.) "Form of Proposal", signed and witnessed.

g.) Any additional value added recommendations that may be of benefit to (QRWP).

8. Confidentiality:

It is understood that the successful respondent may be required to retain information and copies of the feasibility studies. However, the findings and resultant report is understood to be the property of (QRWP) and shall remain confidential to the successful respondent and the project team.

9. Notices:

TAKE NOTICE that (QRWP) reserves to itself the right to reject any tender submitted by any proponent against whom it has an unresolved claim for damages of any kind but which claim is not in litigation or to reject any submission by any proponent who in like manner, has an unresolved claim against a member of the consortium which claim is not yet in litigation.

AND FURTHER TAKE NOTICE that the (QRWP) will reject any submission from any proponent with whom it is engaged in litigation before the Courts, regardless of how the matter arose in the first instance.

10. Clarification / Inquires / Contact:

It will be the Bidder's responsibility to clarify any details in question before submitting a proposal. All official correspondence should be directed to and responses will be issued by, Andy Pfeifer, R.E.T., A.Sc.T. Town of Black Diamond, pwmanager@town.blackdiamond.ab.ca via email on behalf of the (QRWP). Requests for clarification must be received at least three (3) working days prior to the closing date in order for a response to be prepared. All responses to questions will be shared with all bidders.

11. Contract Award:

The award of a contract from this RFP is conditional upon the successful respondent entering into an agreement to perform the services and other obligations as required by the RFP. (QRWP) is under no obligation to award a contract. (QRWP) is not obligated to accept the lowest or any of the bids.

12. Disqualification of Bidders:

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Bidders will be considered sufficient for rejection of any proposals so affected.

13. Withdrawal of Proposal:

Bidders will be permitted to withdraw their proposal, unopened, after it has been deposited, if such a request is received by (QRWP) in writing prior to the time specified for the opening of proposals.

14. Severability:

Should any provision of this Agreement be invalid, then such invalid provision shall be severed and the remaining Agreement shall remain intact.

15. Evaluation of Proposal:

(QRWP) has developed a methodology for evaluating proposals received as a result of this RFP. Proposals will be judged based on an evaluation of qualifications, it's clarity and the demonstrated understanding of (QRWP) requirements, the services proposed and timeframes, as well as the respondents experience. Respondents may be contacted to clarify their proposals, however they will not be permitted to alter information as submitted.

Qualifications will be judged based on several criteria including: process change experience, including corporate governance; experience in bringing groups to consensus; information gathering and analysis experience; demonstrated ability to achieve success in a tight timeline; and general knowledge of potable water wastewater utility markets, planning and operations.

Other factors that will be considered in the evaluation include the upset value submitted to complete the project, identify/categorize issues, offer potential creative solutions, develop a recommended path forward, availability of the consultant in the required time frame, and the likelihood that the selection of a consultant will itself receive stakeholder consensus.

In evaluating proposals, (QRWP) will consider any such relationships or representations in evaluating independence of Respondents. Respondents should be aware that their proposals will be kept confidential. All proposals may be shared with (QRWP) members, upon request. A list of the names of all Respondents will be provided to (QRWP) members.

Unsuccessful consultants will be mailed a notification after the completion of the evaluations and award of the contract to the successful consultants.

Proposal Form

I/We, the undersigned, certify that having examined the above sections (1 - 15) inclusive, do hereby offer and agree to enter into an agreement with the Quad Regional Water Partnership group to provide consulting services as described herein..

ADDENDUM/ADDENDA (if applicable must be filled in by bidder)

I/We the undersigned, acknowledge that I/We have received addendum/addenda Numbers _____ to _____ inclusive, and that all changes specified therein have been included in the prices submitted.

- Note:
- (a) If the Bidder is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
 - (b) If the Bidder is not a corporation, the Bidder must sign in the presence of a witness who must also sign.

COMPANY:	CONTACT NAME:
(Must Show Correct Legal Name)	(Please Print)
ADDRESS:	SIGNATURE:
	(I/We have the authority to bind the corporation)
	TITLE:
	WITNESS:
POSTAL CODE:	SIGNATURE:
TELEPHONE NUMBER:	TITLE:
FAX NUMBER:	DATE:
E-Mail Address:	

Agreement

THIS AGREEMENT made in triplicate this _____ day of _____ 2010.

-BETWEEN-

THE QUAD REGIONAL WATER PARTNERSHIP

301 Centre Avenue, Black Diamond,
Alberta, T0L 0H0

Hereinafter called “ QRWP ” (of the first part)

-AND-

Hereinafter called “ Consultant ” (of the second part)

WHEREAS on _____ 2010, QRWP issued a Request for Proposal # 03-1111-10 and

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

FOR (the purpose of this RFP is to engage a professional facilitation and governance consultant to provide an understanding and assessment of a variety of governance models available for municipal utility regional partnerships), (the “RFP”);

AND WHEREAS on Date: _____ 2010 the Consultant submitted a bid in response to the RFP, (the “Bid”);

AND WHEREAS (QRWP) wishes to enter into an agreement with the Consultant for the services, as more particularly described in the RFP and the BID, attached hereto as Schedule “A” and forming part of this Agreement (the “SERVICES”);

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the premises and other good and valuable consideration, the sufficiency whereof is acknowledged hereby by the parties, the parties hereto agree with each other as follows:

1. The Consultant shall provide the Services pursuant to all the terms and specifications set out in Schedule "A". If there should be any conflict between the provisions of this Agreement and the provisions of Schedule "A", the provisions of this Agreement shall prevail.
2. The term of the Agreement shall commence _____.
3. (QRWP) shall pay the Consultant for Services as outlined in Schedule "A".
4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then such party may terminate this agreement upon giving at least thirty (30) days written notice to the other party.
5. The Consultant shall indemnify and save harmless the (QRWP), its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the Consultant its officers, employees, agents and sub-consultants, or any of them, attributable to or connected with the performance, non-performance or purported performance of the Consultant obligations pursuant to this Agreement, except to the extent that same is attributable or caused by the negligence of the (QRWP), its officers, employees and agents, or any of them. Further, this indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.
6. This Agreement together with Schedule "A" constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and /or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms or conditions.

-
7. This Agreement shall not be assigned, in whole or part, by either party hereto without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
 8. Either party may terminate this Agreement at any time, without notice, for just cause which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after written notice of same is given.
 9. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta, Canada.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

Per: _____
Name: _____
Position: _____

I/We have the authority to bind the Corporation.

Per: _____
Name: _____
Position: _____

QUAD REGIONAL WATER PARTNERSHIP

Per: _____
Name: _____
Position: _____

I/We have the authority to bind the Corporation.

QUAD REGIONAL WATER PARTNERSHIP

Per: _____

Name: _____

Position: _____

I/We have the authority to bind the Corporation.

Per: _____

Name: _____

Position: _____

I/We have the authority to bind the Corporation.

Per: _____

Name: _____

Position: _____

I/We have the authority to bind the Corporation.