



REQUEST FOR PROPOSAL

INTER-MUNICIPAL COLLABORATION FRAMEWORK CONSULTING SERVICES

THE TOWN OF ELK POINT

CLOSING LOCATION:

Town of Elk Point Administration Office
PO Box 448, Elk Point, Alberta, T0A 1A0
Project Contact: Ken Gwozdz, Chief Administrative Officer

CLOSING DATE AND TIME:

Responses will only be considered if received at the Town of Elk Point Office no later than the closing date of July 16, 2018 at 4:00:00 pm, Mountain Daylight Time.

Request for Proposal for Inter-municipal Collaboration Framework Consulting Services

1.0 INTRODUCTION

1.1 Purpose of RFP

- 1.1.1 The Town of Elk Point, in conjunction with the County of St. Paul No. 19, Summer Village of Horseshoe Bay, and Town of St. Paul (the “Town”) seeks innovative proposals from qualified parties interested in facilitating the process and assisting in the development of three (3) Inter-municipal Collaboration Frameworks and their corresponding bylaws (“the Work”).
- 1.1.2 The Town obtained an Alberta Community Partnership Grant for the project. The estimated total dollar value of the project is approximately \$200,000 CAD for the Work, exclusive of the Goods and Services Tax.
- 1.1.3 If the Town receives a proposal acceptable to it, the Town will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the Town, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

- 1.2.1 Proponents shall submit their Proposal in an envelope marked “Town of Elk Point Request for Proposal for Inter-municipal Collaboration Frameworks Consulting Services” (the “Proposals”) on or before 4:00:00 p.m. (Mountain Daylight Time) on Monday, July 16, 2018 (the “RFP Closing Time”) to:

Town of Elk Point Administration Office
PO Box 448, Elk Point, Alberta, T0A 1A0
Attention: Ken Gwozdz, Town of Elk Point

No faxed or electronically submitted Proposals will be accepted by the Town.

- 1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the Town without further consideration.
- 1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:

Ken Gwozdz, Chief Administrative Officer
(780) 724-3810
cao@elkpoint.ca
- 1.2.5 The Town is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

1.2.6 If the Town, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP and will be deemed to be part of this RFP.

1.2.7 No inquiry submitted to the Town will be responded to after July 16, 2018.

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the Town.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;

1.3.2.4 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;

1.3.2.5 to hold harmless the Town, its elected officials, officers, employees, agents, advisors and insurers and all their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;

1.3.2.6 that it shall not be entitled to claim against the Town, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Town 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;

1.3.2.7 that the Town will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of preparing, submitting, or

disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Town's acceptance or non-acceptance of a Proposal; and

- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the Town to negotiate with any Proponent for the Contract whom the Town deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Town and acknowledges that the Town may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and No Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the Town to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Town 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 the Town and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 **Discretion of Town**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The Town is not bound to accept any Proposal. At any time prior to execution of the Contract, the Town may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Town reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;

- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the Town.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the Town, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The Town 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.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the Town shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Town, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the Town or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the Town, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Town any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

- 2.1 The following outlines the tasks and deliverables to be carried out as part of the Work to meet the project objectives:
- a) Organize and facilitate consultative sessions with involved municipalities;
 - b) Identify, manage, and implement a process for completion of the project deliverables;
 - c) Develop agendas and produce and circulate meeting minutes;
 - d) Schedule meetings, dates, and locations; and
 - e) Prepare options for Councils from each partner municipality to consider with respect to the six (6) core pillars of ICFs found in the *Municipal Government Act*.
- 2.2 The Work also includes the development of Inter-municipal Collaboration Frameworks and respective Bylaws for:
- a) The County of St. Paul No. 19 and the Summer Village of Horseshoe Bay;
 - b) The County of St. Paul No. 19 and the Town of Elk Point; and
 - c) The County of St. Paul No. 19 Town of St. Paul.
- 2.3 The Inter-municipal Collaboration Frameworks must be compliant with the *Municipal Government Act* as well as the *Inter-municipal Collaboration Framework Regulation 191/2017*.

3.0 PROPOSAL REQUIREMENTS

The Town reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The Town of Elk Point reserves the discretion to approve or reject the proposal, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.

- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the Town as set out in this RFP.
- 3.1.5 Prices for the Work shall be inserted by the Proponent in the form attached hereto as Appendix "A" and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as Appendix "A", must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, without in any way limiting the liability of the Consultant under this Agreement, the Consultant shall obtain, at its own cost, and maintain in force during the term the following insurance, all satisfactory to the Town, acting reasonably:

- 4.1.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;

- 4.1.2 a comprehensive general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
- 4.1.2.1 non-owned automobiles;
 - 4.1.2.2 independent subcontractors;
 - 4.1.2.3 contractual liability including this Agreement;
 - 4.1.2.4 broad form property damage endorsement; and
 - 4.1.2.5 products and completed operations coverage.
- 4.1.3 errors and omissions coverage for professional services liability with limits of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence or as such higher limit as the Town may determine to be appropriate for future operations; and
- 4.1.4 such other insurance as the Town may from time to time reasonably require.

The Consultant shall ensure that, except for automobile and errors and omissions coverage, all insurance coverage maintained by the Consultant in accordance with this Agreement shall name the Town and any other party designated by the Town as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the Town. The Consultant shall, upon the request of the Town, furnish written documentation, satisfactory to the Town, evidencing the required insurance coverage.

4.2 Evaluation

- 4.2.1 After the RFP Closing Time, the Town will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.2.2 In evaluating the Proposals received, the Town will consider all of the criteria listed below in Section 4.2.3, and the Town will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the Town has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.2.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Town to award points in respect of the criteria noted below (the

“Evaluation Criteria”). The Evaluation Criteria and the maximum number of points for each criterion are as follows:

Evaluation Criteria	Mark (%)	Points available	Subtotal
Proposed Methodology and Schedule	40	10	
Past Performance on Similar Projects	20	10	
Corporate and Staff Qualifications and Experience	20	10	
Price	20	10	
Total Points Available	100		

The Town may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criterion based on the information provided in the proponent’s submission. Scoring will be consistently applied by the Town’s evaluation team using the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

4.2.4 The Town 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. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.2.5 At all times, the Town reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.3 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of ninety (90) days following the RFP Closing Date to allow for the Town to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the Town and the selected Proponent(s) is attached hereto as Appendix "B".

4.4 Information Disclosure and Confidentiality

All documents submitted to Town will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in Town's custody or control. It also prohibits Town 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 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the Town cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.5 Independent Determination

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

4.6 Documents

All documents submitted by a Proponent shall become the property of Town upon being presented, submitted, or forwarded to Town. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of Town upon their being presented, submitted or forwarded to Town.

4.7 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the Town may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written

descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other Town works. For clarity, the confidentiality obligations set out herein applicable to the Town's use of information shall not interfere with the Town's right to use concepts, ideas, suggestions and directions as herein described.

4.8 Canadian Free Trade Agreement (“CFTA”) and New West Partnership Trade Agreement (“NWPTA”)

The provisions of section Chapter Five of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement apply to this Tender.

4.9 Site Conditions

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

- 4.9.1 the nature of the Work;
- 4.9.2 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
- 4.9.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
- 4.9.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
- 4.9.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The Town is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. Town and Town's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the Town nor the Town's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the Town, the Town's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the Town, the Town's consultants or any of their respective representatives.

4.10 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 deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.