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# **REQUEST FOR PROPOSAL**

County of Vermilion River – City of Lloydminster  
Intermunicipal Collaboration Framework  
July 2023

AB Funding File No: 04288-V02  
Project No: 2223-IC-54

**CLOSING LOCATION:**

Project Manager: County of Vermilion River  
Address: Box 69 4912 50 Ave, Kitscoty, AB T0B 2P0

REQUEST FOR PROPOSALS (“RFP”) WITH RESPECT TO  
County of Vermilion River – City of Lloydminster Intermunicipal Collaboration Framework  
 (“The WORK”)

### **Checklist (Documents to Include with your Submission)**

This checklist is intended to aid the Vendor. The Vendor is solely responsible for completely reviewing these Bid documents and their Proposal for completeness, as well as the specifics of each requirement on the list.

WHEN SUBMITTING YOUR BID, PLEASE COMPLETE AND SUBMIT THE FOLLOWING:	
<input type="checkbox"/>	Insurance Requirements
<input type="checkbox"/>	WCB
<input type="checkbox"/>	References
<input type="checkbox"/>	Project Schedule
<input type="checkbox"/>	Addenda
<input type="checkbox"/>	Submission Form
<input type="checkbox"/>	Pricing Form

## Request for Proposal

# County of Vermilion River – City of Lloydminster Intermunicipal Collaboration Framework

Issue Date: July 04, 2023

Closing Time: August 14, 2023 2:30:00 PM M.D.T.

### Delivery of Proposals:

The County of Vermilion River (the County) will accept **BOTH HARD COPY AND ELECTRONIC PROPOSAL SUBMISSIONS** mailed or hand delivered to the County office and submitted via email to the Project Owner no later than 2:30:00 PM M.D.T., on **August 14, 2023**, unless The Municipalities has instructed otherwise by an issued Addendum.

Vendors are cautioned that the Bid Closing Time is based on when the Bid is **RECEIVED** by the Project Owner, and **NOT** when a Bid is submitted by the Vendor. It is the responsibility of the Vendor to be mindful of length of time for the Bid to be transmitted due to file transfer size, transmission speed, etc.

The Municipalities reserve the right to: accept or reject any Proposal, to award a Proposal in whole or in part (for example, due to budgetary constraints), to award the Proposal that is in The Municipalities' best interest and not necessarily the lowest cost, and the right to cancel this RFP at any time without obligation.

### Project Owner:

Name: Alan Parkin  
Title: Chief Administrative Officer  
Email: cao@county24.com

## Contents

Definitions.....	5
Intent.....	7
Bid Opportunity.....	7
Proposed Procurement Schedule.....	7
Blackout Period.....	7
Proposal Mandatory Requirements.....	7
Questions or Inquiries.....	8
Addenda.....	8
Withdraw/Edit Bids.....	9
Proposal Preparation.....	9
Budget Funding.....	9
Proposal Acceptance.....	9
Rejection of Proposals.....	9
Award.....	9
Term of Agreement.....	10
1. Introduction.....	10
1.1. Purpose of RFP.....	11
1.2. Submission of RFP.....	11
1.3. General Conditions Applicable to this RFP.....	11
1.3.1. Appendices and Addenda.....	11
1.3.2. Disclaimer of Liability and Indemnity.....	12
1.3.3. No Tender and No Contractual Relationship.....	12
1.4. Discretion of the Municipalities.....	12
1.5. Disqualification.....	13
1.6. Representations and Warranties.....	13
2. Deliverables and Description of the Work to Be Performed.....	14
3. Project Schedule.....	16
4. Description and Details of the Municipalities.....	16
5. Submission Requirements.....	16
6. Evaluation and Selection.....	18
7. General Terms.....	22

## APPENDICES

Appendix A – Proposal Submission Form.....	24
Appendix B – Proposal Pricing Form.....	25
Appendix C – Specifications.....	26

## LIST OF TABLES

Table 1 – Procurement Schedule.....	7
Table 2 – Project Schedule.....	16
Table 3 – Evaluation Criteria.....	19
Table 4 – Rating Scale.....	20

## Definitions

Agreement	A written contractual Agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit, not including the sale of The Municipalities owned land or assets.
Addenda	The documents designated as such in the RFP.
Bid	Means a Vendor's priced offer to The Municipalities for the performance of The Work in accordance with this Request for Proposal.
Change of Scope	Is a mutual decision between the Project Owner and the chosen Vendor to change features of the Project such as features, timelines, or expansion/reduction of deliverables.
"The City of Lloydminster" or "The City"	The corporation of the City of Lloydminster, or a duly authorized representative acting on its behalf.
Consultant	The successful Vendor that enters into an Agreement with The Municipalities.
Council	An individual elected pursuant to the respective election legislation as a Member of council
"The County of Vermilion River" or "the County"	The corporation of the County of Vermilion River, or a duly authorized representative acting on its behalf.
Day	Means a calendar day, unless otherwise noted.
Evaluation Team	A team, consisting of two (2) County and two (2) City representatives, including the Project Owner, used to evaluate all received Proposal documents submitted during a competitive process.
Mandatory	An essential requirement.
Product	The data, information, tangible property or any trademark, copyright, patent, trade secret, or other intellectual property which is a result of the Agreement.
Project Owner	The County or City employee, or its agent, responsible for overseeing the RFP.
Proposal	The submission received from a Vendor in response to this RFP.

Request for Proposal (RFP)	This entire document and any related Addenda issued before the RFP closing time.
Scope of Work	An accurate, detailed, and concise description of The Work to be performed by the Vendor, the owner, and all third parties in a project broken down into specific tasks and associated deadlines.
Service	The action of doing some or all of The Work, not including construction, that is supplied or is to be supplied to the County or City.
Technical Committee	A team formed to provide a mechanism to jointly discuss and develop materials that can support and give guidance to the ILC Steering Committee. The team consists of the following members: County: Chief Administrative Officer, Director, and Planner(s). City: City Manager, Executive Manager, Director, Department manager, Planner.
The Work	All activities required to carry out the Scope of Work described by this RFP.
Vendor	The person or firm submitting a Proposal in response to this RFP.

## Intent

The Municipalities' intent of this RFP is to solicit Proposals from Vendors who have the necessary qualifications and experience to complete the Scope of Work described herein. The Proposal should be clear, detailed, specific, and completed and submitted in the format described in Section 5.

The Scope of Work is described in Section 2. The Municipalities reserves the right to amend the scope as necessary prior to the RFP closing date.

## Bid Opportunity

Vendors who were involved in preparing or assisting in the development of the Scope of Work will not be permitted to submit a Proposal for this project unless written approval to do so has been provided by the Project Owner.

## Proposed Procurement Schedule

The following table outlines The Municipalities' anticipated schedule for this RFP. Consultant is responsible for meeting the deliverables within the timelines stated in this document. The timelines should take into account the following project milestones. The schedule is subject to change at The Municipalities' discretion.

**Table 1 – Procurement Schedule**

<b>DATE</b>	<b>TIME</b>	<b>MILESTONE</b>
July 25, 2023	2:30:00 PM M.D.T.	Close of Questions
August 4, 2023	2:30:00 PM M.D.T.	Final Issuance of Addenda
August 14, 2023	2:30:00 PM M.D.T.	Closing Date
August 2023		Award to Vendor

\*Selection and Notification Dates – pending

## Blackout Period

The blackout period begins when the RFP is issued and ends when an Agreement is signed by the successful Vendor. During the blackout period, Vendors must conduct all communication about this opportunity only with the Project Owner stated in this document. Any communication initiated or attempted by the Vendor to elected officials, representatives, or staff of The Municipalities other than to the Project Owner during the blackout period may result in the rejection of consideration of that Vendor for project award.

## Proposal Mandatory Requirements

Vendors must declare on the form provided in Appendix A that they can comply with the following Mandatory requirements to be considered by the County or City:

- For the vendor to facilitate negotiation meetings between the City and County, the person leading the meetings must have mediation training and experience and be able to show proof of training.
- During the term of the Agreement, the Consultant must carry the following:
  - General liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for personal injury and/or third-party property damage.
  - Professional liability insurance covering the Services provided by the Consultant with policy limits not less than two million dollars (\$2,000,000) per claim.
  - Automobile liability insurance covering travel by the Consultant with a limit not less than two million dollars (\$2,000,000) per claim.

- The Vendor must be able to provide a Workers Compensation Board Coverage Clearance Letter (AB) or Special Coverage Letter for the province in which the work is to be performed. Additionally, the successful Vendor must be able to submit a current copy of their WCB with each invoice for the duration of the project.
- The Vendor must be capable of adding the County of Vermilion River and City of Lloydminster as an additional insured to their General Liability policy.

Each Vendor must submit all Mandatory documents with their Proposal submission; however, if the Mandatory documents cannot be submitted with the Proposal a letter identifying the same, signed by a duly appointed representative of the Vendor, must be submitted with the Proposal with the understanding that within ten (10) regular business days of being notified as the selected Vendor and prior to executing an Agreement all documentation must be provided. If in the event the successful Vendor is unable to produce the Mandatory documents within ten (10) regular business days of being notified as the selected Vendor, The Municipalities reserves the right to choose the Vendor with the next highest submission score.

### **Questions or Inquiries**

Questions or inquiries regarding this RFP will be considered if received not later than the date and time provided in Section 1.2. The Project Owner may issue written Addenda to provide clarification or modification to the RFP. The RFP and Addenda will be posted on Alberta Purchasing Connection, as a document source point, at:

<https://www.purchasingconnection.ca/>

and the City's Bidding System at:

<https://lloydminster.bidsandtenders.ca/Module/Tenders/en>

and will form part of the RFP.

The Municipalities, their agents, and employees will not be responsible for any information given by way of verbal/oral communication.

All questions and inquiries will be reviewed by the Evaluation Team. In The Municipalities' opinion, inquiries that may contain proprietary information may be answered exclusively to the submitting Vendor directly via e-mail (not posted publicly) provided the response does not require a modification to this RFP document, or potentially provide the Vendor with an undue advantage in the competitive process. If The Municipalities believe that either of these situations may reasonably arise, it reserves the right to request the Vendor to reword and resubmit the inquiry or state that it cannot provide a response.

If required, written Addenda will be issued no later than two (2) business days following the close of questions deadline.

### **Addenda**

All Addenda issued by the Project Owner will form part of the RFP. Vendors must acknowledge receipt of all Addenda, either by signing each addendum and including it in their RFP submission or identifying each Addenda on, and signing the Appendix A form.



## **Withdraw/Edit Bids**

Vendors are able to withdraw or edit their Bids at any time prior to the closing time and date stated in Section 1.2. However, the Vendor is solely responsible for ensuring that re-submission of the Bid is received by the Project Owner prior to the closing date and time.

## **Proposal Preparation**

All Proposals should adhere to the Proposal format as outlined in Section 5.

The Vendor will be solely responsible for all costs associated with the preparation and submission of the Proposal. The Vendor waives any and all claims to lost profit or other additional compensation as a condition for submitting a Bid. In addition, if chosen as the successful Vendor, The Municipalities will not reimburse expenses for travel and related costs during the blackout period. Vendors are solely responsible for confirming and determining any sales or excise taxes applicable to the Work or the Contract, and no information provided by The Municipalities in this RFP or upon request shall relieve Vendors of such responsibility and liability.

## **Budget Funding**

If the Proposal pricing submitted in the best evaluated Proposal exceeds the amount The Municipalities has budgeted or estimated, The Municipalities may either reject all Proposals, enter into an Agreement with the Vendor who submitted the next best evaluated Proposal with Proposal pricing that is within the budget, or attempt to negotiate a lower price with the Vendor who submitted the best evaluated Proposal, including awarding a portion of the Scope of Work.

## **Proposal Acceptance**

Each Proposal must contain sufficient detail to satisfy all terms and conditions of this RFP. It will be at The Municipalities' joint sole discretion to determine if a Proposal will be eliminated due to insufficient or incomplete information.

Each Proposal must remain open for acceptance by The Municipalities until the selected Vendor executes a formal Agreement with The Municipalities, or sixty (60) Days have passed after the closing of the RFP, whichever occurs first.

All awards are subject to the approval of the Manager, Director, City Manager/CAO or Council, and the availability of funds.

## **Rejection of Proposals**

The Municipalities reserve the right to reject any or all Proposals for any reason whatsoever, and to accept any Proposal considered in The Municipalities' best interest. A Vendor may be excluded from eligibility to submit a Proposal, or a submitted Proposal may be rejected and returned to a Vendor, where The Municipalities determines, in its absolute discretion, that the Vendor (or any officer or director of a corporate Vendor) is or has been involved in litigation with The Municipalities, its elected officials or employees. The Municipalities also reserves the right to enter into an Agreement with other than the Vendor submitting the lowest cost Proposal. In addition, The Municipalities reserves the right to cancel this RFP at any time without obligation.

## **Award**

The Evaluation Team assigned to the RFP will make a recommendation for award to the Vendor that submitted the Proposal with the highest total score if the Proposal is within the available budget amounts. This is notwithstanding The Municipalities' right to cancel or modify the scope of the RFP. If the Proposal with the highest score is not within budget amounts, the Agreement may be awarded or canceled as per Section 6. If required, the project award may be brought before Council at the next

suitable Regular Council Meeting, upon recommendation of the Technical Committee for information purposes, or for approval, in accordance with The Municipalities' current Purchasing/Procurement Policy(s).

### **Term of Agreement**

This Agreement will commence upon execution and continue thereafter until The Work is complete, subject to earlier termination as set out in the Agreement.

## 1. INTRODUCTION

### 1.1 Purpose of RFP

- 1.1.1 The County of Vermilion River (the "County") and the City of Lloydminster (the "City") seek innovative Proposals from qualified parties interested in developing and updating the Municipalities' Intermunicipal Collaboration Framework ("the Work").
- 1.1.2 If The Municipalities receive a Proposal acceptable to them, The Municipalities will select a Vendor with whom The Municipalities, in their sole and unfettered discretion, will negotiate regarding the terms of a contract to perform the Work.

### 1.2 Submission of RFP

- 1.2.1 Vendors shall submit their Proposal in **both Hard Copy and Electronic format**. the Electronic submission must have a single electronic file named **"RFP for County of Vermilion River – City of Lloydminster Intermunicipal Collaboration Framework"** on or before **Monday, 14 August 2023 – 2:30:00 p.m.** local time hereinafter referred to as the "RFP Closing Time") to:

Vendor

County of Vermilion River (Project Manager)

Address: 4912 50 Ave, Kitscoty, AB T0B 2P0

Attn: Alan Parkin (cao@county24.com)

No faxed Proposals will be accepted by the County or the City.

- 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 Only one Proposal may be submitted by each Vendor.
- 1.2.4 The Vendor is responsible for all costs incurred in the preparation and dissemination of the Proposal and for any presentations or interviews related to the Proposal. The Municipalities shall not be liable to any Vendor for any costs and expenses in submitting a Proposal in response to this RFP.
- 1.2.5 Any enquiries respecting this RFP should be directed, in writing, to the following representative:  
Alan Parkin (cao@count24.com)
- 1.2.6 The Municipalities are under no obligation to respond to any enquiry submitted to it in respect of this RFP.
- 1.2.7 If the Municipalities, in their sole and unfettered discretion, determine that a written response to an enquiry is warranted, a written response will be prepared and distributed to all Vendors who have requested a copy of this RFP and completed the RFP Acknowledgment Form. Such written response(s) will be issued in the form of Addenda to this RFP and will be deemed to be part of this RFP.  
No inquiry submitted to the Municipalities will be responded to after the Close of Questions.

### 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 concluded with the Municipalities.

### 1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Vendor 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; and
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal and the Contract;
- 1.3.2.4 that 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 County, the City, their elected officials, officers, employees, agents, or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, the City, their elected officials, officers, employees, agents, or advisors on grounds that any information, whether obtained from the County, the City, or otherwise (including information made available by their 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 Municipalities will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Vendor as a result of or arising out of submitting a Proposal or due to acceptance or non-acceptance by The Municipalities of its Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of The Municipalities to negotiate with any Vendor for the Contract whomever The Municipalities deem, in their sole and unfettered discretion, to have submitted the Proposal most beneficial to The Municipalities.

### 1.3.3 No Tender and no Contractual Relationship

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

## 1.4 Discretion of the Municipalities

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section prevail, govern, and override all other parts of this RFP. The Municipalities are not bound to accept any Proposal. At any time prior to execution of the Contract, the Municipalities may, in their sole and unfettered discretion, or for their own convenience, terminate the procurement process, cancel the Work, and proceed with the Work on different terms. All of this may be done with no compensation. The Municipalities have the right to utilize any designs, ideas, or information contained in any of the Proposals in any manner they, in their sole and unfettered discretion, determine.

The Municipalities reserve the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal. The Municipalities reserve the right to determine, in their sole and unfettered discretion, whether any

Proposal meets the Mandatory Requirements. Selection of the Successful Vendor, if any, is at the sole and unfettered discretion of the Municipalities.

The Municipalities are not bound to negotiate with the lowest or any Vendor.

- 1.4.1 The Municipalities reserves the right, at their sole and unfettered discretion, to:
  - 1.4.1.1 utilize any designs, ideas, or information contained in any of the Proposals for their sole use and benefit without making payment or otherwise providing consideration or compensation to any Vendor or any other party;
  - 1.4.1.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work;
  - 1.4.1.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
  - 1.4.1.4 negotiate with any or all Vendors; and
  - 1.4.1.5 Receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies (either in a material or nonmaterial manner) with the Mandatory Requirements or not.
- 1.4.2 The Municipalities reserve the right to accept or reject any and all Proposals, not necessarily accept the lowest priced Proposal, and not accept any Proposal that the Municipalities may consider, in their sole and unfettered discretion, to not be in the Municipalities' best interest. The Municipalities reserve the right to determine, in their sole and unfettered discretion, whether any Proposal meets the mandatory requirements of this RFP. The Municipalities reserve the right to waive any formality, informality, or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature.
- 1.4.3 The Municipalities reserve the right to accept any Proposal without stating reasons. By submitting its Proposal, the Vendor waives any right to contest in any legal proceeding, or action, the right of the Municipalities to negotiate with any Vendor for the contract for the Work whomever the Municipalities deem, in their sole and unfettered discretion, to have submitted the Proposal most beneficial to the Municipalities.
- 1.4.4 The Municipalities reserve the right to negotiate with any and all Vendors. The Municipalities reserve the right to negotiate with any Vendor that has a Proposal that does not fully comply, either in a material or non-material way with the mandatory RFP requirements or any requirements contained within this RFP.

## 1.5 Disqualification

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

## 1.6 Representations and Warranties

The Municipalities make no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.

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

No implied obligation of any kind by or on behalf of the Municipalities shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Municipalities, are and shall be the only representations and warranties that apply.

Information referenced in this RFP, or otherwise made available by the Municipalities or any of their elected officials, officers, employees, agents, or advisors as part of the procurement process, is provided for the convenience of the Vendor only and none of the Municipalities, their elected officials, employees, agents, and/or advisors warrants the accuracy or completeness of this information. The Vendor is required to immediately bring forth to the Municipalities any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

## **2. DELIVERABLES & DESCRIPTION OF THE WORK TO BE PERFORMED**

- 2.1 The work includes the development of the Intermunicipal Collaboration Framework, and the drafting of the respective matching Bylaws for the County of Vermilion River and City of Lloydminster.
- 2.2 As described in the Municipal Government Act section 708.29(1):
  - 2.2.1 Describe the services to be provided under it that benefits residents in more than one municipality that are parties to the framework.
  - 2.2.2 The deliverable must identify which municipality is responsible for providing which services and outline how the service will be delivered and funded.
- 2.3 Facilitation shall be provided for each meeting between the two municipalities to allow the flow of the meeting and information to be share without restriction or administrative restrictions.
- 2.4 Facilitators shall be capable of mediation to allow for an efficient meeting and discussion while moving this project forward to completion.
- 2.5 Sub-agreements shall be in a similar format for consistency.
- 2.6 Engagement plan shall be provided if necessary for each service.

And must include:

- 2.6.1 Dispute resolution process: procedure to be used to resolve or attempt to resolve any conflict between the municipalities.
- 2.6.2 Lifecycle of the document and planning for the next review: a procedure to be used, by one or more municipalities, to amend or repeal.
- 2.6.3 Provision relating to the administration of the framework and sub-agreement(s)

The Municipalities desire a Vendor who can successfully undertake the following tasks including, but not limited to, the following:

- 1. Facilitating ILC Steering Committee meetings both information sharing/gathering meetings.**
- 2. Coordinating with ILC Technical Committee**
- 3. Project Management:**
  - a. Preparation of all agenda items for meetings, meeting agendas and minutes for all scheduled meetings.
  - b. Provision of agenda items and agendas a minimum of five (7) business days prior to scheduled meetings.
  - c. Provision of minutes within two (5) business days after a meeting has taken place.
  - d. Preparation of monthly project reports including budget and scheduling summaries as well as identification of potential risks to same.
- 4. Communications & Engagement**
  - a. Support The Municipalities Project Managers with communication and engagement content production, such as, but not limited to, internal department questionnaires, regular reports to Council, preparation of PowerPoint presentations, production of graphic communication aids, templates, etc.
    - i. Preparation of facilitation/engagement plans for ILC Steering Committee.
  - b. Support The Municipalities in maintaining the preferred online document

sharing platform.

#### **5. ICF Specific Tasks**

- a. Confirm existing services through facilitated discussion with the parties.
  - i. Services may include: Transportation, water/wastewater, solid waste, emergency services, recreation
  - ii. Any other services that benefit residents in both municipalities.
- b. Identify intermunicipal issues that need to be addressed by the ICF in addition to those mandated by the Act.
- c. Clarify expectations for ongoing referral requirements
- d. Establish conflict resolution process and timelines.
- e. Prepare and deliver in coordination with the City and the County a public engagement plan if necessary for the ICF.

#### **6. Progress Meetings**

- a. The Vendor shall arrange a kick-off meeting to initiate the project which shall include a brainstorming session lead by the Consultant.
- b. After all information has been gathered for the project, the Vendor will be required to hold bi-weekly virtual check-in meetings with the Project Managers from The Municipalities.
- c. Throughout the project, there is estimated to be at least ten (10) in-person meetings with the ILC Steering Committee and project team, varying from monthly to quarterly, based on the topics and time allocations.

#### **7. Monthly Status Reports**

Monthly Status Reports must accompany all monthly invoices submitted by the Vendor to the Project Owner and the County Finance Department (Accounts Payable). Monthly status reports must be an attached .pdf document including the Consultant's progress made in the past month along with the planned progress for the upcoming month, the total billing to date in comparison to the contract value, if the project is over/under budget, if the project is ahead or behind schedule and indicate how the Vendor will assist with adhering to the schedule if currently behind schedule, and if any Change of Scope documents are necessary or outstanding.

Monthly reports will include, but are not limited to:

- A. Tasks completed;
- B. Outstanding tasks;
- C. Timing of project;
- D. Next steps;
- E. Early identification of anticipated Scope Changes if required

#### **8. Innovation and Value-Added Components**

Vendors should provide any innovative and/or value-added items that demonstrate the Vendor's commitment to delivering a successful project. Vendors should also include any additional optional items that may not have been included in the requested Scope of Work. Failure to do so may result in significant delays throughout the project due to Council approval of contract extensions.

### 3. PROJECT SCHEDULE

- 3.1 The Work deliverables must be completed by **June, 2025**.
- 3.2 Preliminary findings/results and updates may be required by the Municipalities and shall be provided in the course of the Work.

Table 2: Project Schedule

<b>DATE</b>	<b>MILESTONE</b>
August 2023	Award to Vendor
September 2023	Kick-off meeting
September 2023	Commence Data Collection
June 2025	Final Bylaws and Deliverables Delivered

### 4. DESCRIPTION AND DETAILS OF THE MUNICIPALITIES

4.1 The County of Vermilion River, Alberta, Canada provides rural municipal services for over 8,000 residents who live among rolling hills and prairie vistas that stretch north of the North Saskatchewan River, south to the Battle River and 42 miles west from the Alberta/Saskatchewan border. The local economy is as diverse as the landscape with strong agriculture and energy sectors, thriving supply services and an abundance of small business entrepreneurs. The many features, amenities and opportunities in our municipality make it “A sustainable and diversified community with opportunities for all”.

Highways 16 (TransCanada), 41, 17 and 45, plus numerous secondary provincial highways, provide superior transportation corridors easing travel to and from all directions.

Municipal operations are based out of Kitscoty, Alberta – near the geographic center of the County. There are eight unincorporated hamlets, three villages and one town located within the geographic boundaries of the County. In addition, shares a co-terminus boundary with the City of Lloydminster.

4.2 The City of Lloydminster is Canada’s only “border city” with the provincial border running through the centre of the City, dividing Alberta from Saskatchewan and creating a truly unique municipality. Highway 17 (50 Avenue), in the vicinity of and within the City, runs along the provincial border. Lloydminster is located 251km east of Edmonton, AB and 275km west of Saskatoon, SK on the Trans-Canada Yellowhead Highway (Highway 16) (44 Street).

This City’s population, as reported in the 2021 Federal Census, is 31,582. The economy of the region is based on natural resources including agriculture, heavy oil and gas production, and manufacturing. Highway 16 (44 Street) and Highway 17 (50 Avenue) intersect within the City which creates many transportation, warehousing and distribution opportunities for the region. Lloydminster benefits from a growing trading area of approximately 150,000 people.

### 5. SUBMISSION REQUIREMENTS

5.1 The Municipalities reserve the right, but are not required, to reject any Proposal that does not include the submission requirements. All costs incurred by Vendors in preparing their Proposals, are at the sole cost of the Vendors.

5.2 Vendors shall use the forms provided for submission of their Proposal.

5.3 Vendors shall provide one (1) electronic copy and one (1) hard copy of the Proposal.

#### 5.4 PROPOSAL FORMAT REQUIREMENTS



Proposals' content (not including revisions) shall be limited to twenty (20) pages single sided, minimum size 9 font, one-inch margins, and should be organized in the following format to ensure proper evaluation:

- Cover Page
- Executive Summary
- Table of Contents
- Mandatory Requirement Documentation
- Corporate Qualifications and Experience
  - Corporate Profile
  - Project Profiles
  - Project References
- Key Staff Qualifications and Experience
- Methodology
- References
- Project Schedule
- Financial Summary
- Additional Features / Value Added
- Appendix A – Submission Form (completed table and signed as required - provided in Appendix A of this RFP)
- Appendix B – Mandatory Requirements Documentation (if available)
- Appendix C – Key Staff Resumes
- Appendix D – Other Information

All sections identified above, excluding the cover page, table of contents, and appendices, will be included within the page count of the Vendor's submission.

#### 5.5 Cover Page

The cover page must include the RFP name and number.

#### 5.6 Executive Summary

The executive summary presents highlights of the Vendor's Proposal. The executive summary should not be longer than two (2) pages.

#### 5.7 Table of Contents

Vendors should provide a table of contents outlining their Proposal.

#### 5.8 The Proposal

- 5.8.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Vendor, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 5.8.2 Proposals shall include a description of any subcontractors, agents, or employees that the Vendor expects to involve in the performance of the Work.
- 5.8.3 Proposals shall include the most significant engagements (maximum 3) performed in the last five years that are similar to the engagement described in this RFP.

#### 5.9 Key Staff Qualifications and Experience

Vendors must include, together with their sub consultants (if applicable), a list of key staff that will be involved in the project. A resume must be provided for each staff member that includes, but is not limited to, qualifications, education, experience, capability and current workloads. The Proposal should clearly identify the roles each key staff will be responsible for in the implementation of the anticipated Agreement.

#### 5.10 Methodology/Work Plan

Vendors are to provide a clear understanding of the objectives and critical issues that could affect the outcome of the project. The Vendor should include a clear explanation of their proposed approach including a task-by-task breakdown. The Vendor should also include any innovative solutions, comments, and ideas pertaining to the project that may not have been addressed in the RFP as they see fit.

#### 5.11 Project Schedule

Vendors are to provide a project schedule including a detailed work plan for the project with breakdowns of proposed major milestones, including meetings and site visits scheduled for the duration of the project. A Gantt chart detailing the project tasks, including the critical path, from initiation to completion of the project is required for each year of the agreement. In the event changes are required to the Project Schedule the Vendor shall provide notice to the The Municipalities Staff identifying the change and the implications to the overall project schedule and project delivery.

#### 5.12 Proposal Pricing

- 5.12.1 Proposals shall contain the total price for the Work exclusive of GST. Vendors shall use the attached Appendix "B" Proposal Pricing Form in their submission.
- 5.12.2 The price point for the Work has been established not to exceed \$100,000.00. Inclusive of a 15% contingency.

#### 5.13 Specifications

Specifications are contained in **Appendix "C"**. Vendors shall place a check beside each specification that is met or exceeded. Vendors may use the comments space provided to the right to explain any specifications that are not met or any specifications that are substantially exceeded.

#### 5.14 Execution of the Proposal

Proposals shall be properly executed in full compliance using **Appendix "A"** Proposal Submission Form with the following:

- 5.14.1 the signatures of persons executing the Proposal must be in their respective handwriting or digital signature;
- 5.14.2 if the Proposal is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal
- 5.14.3 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;
- 5.14.4 if the Proposal is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature; or
- 5.14.5 if the Proposal is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.

## 6. EVALUATION AND SELECTION

### 6.1 Evaluation

- 6.1.1. After the Closing Time, the Municipalities will review and evaluate all the Proposals received based upon the information supplied by the Vendors in accordance with the submission requirements of this RFP.
- 6.1.2. In evaluating the Proposals received, the Municipalities will consider all of the criteria listed below in Section 6.1.3, and the Municipalities will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed

below. By submitting a Proposal, the Vendor acknowledges and agrees that the Municipalities have, and are hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

- 6.1.3. By submitting a Proposal, each Vendor acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Municipalities 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:

**Table 3 – Evaluation Criteria**

<b>ITEM</b>	<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
1	Corporate Qualifications & Experience	35
2	Methodology & Work Plan	20
3	Project Schedule	30
4	Financial Summary	15
	<b>TOTAL</b>	<b>100</b>

The Vendor's responses to Items 1-3 will be considered as the technical score of the Proposal and will be scored by the Evaluation Team using a scale between 0 and 10 as shown below in Table 4. The scores will be averaged and then multiplied by the weight specified in Table 3. Proposals not reaching a minimum technical score of thirty-nine out of eighty-five (39/85) will not be considered for award.

Each weighted score will be added to arrive at a total score for the Vendor. The Municipalities will evaluate and assign scores at the sole discretion of the Evaluation Team assigned to the project.

Vendors achieving or surpassing the minimum technical score, i.e., 39/65, will have their Financial Summary evaluated and references may be contacted.

The Evaluation Team will conduct the evaluation of Proposal in the following stages:

- **Stage I:** will consist of a review to determine which Proposals comply with all of the Mandatory requirements. Proposals failing to satisfy the Mandatory Proposal content requirements as of the submission date will be excluded from further consideration.
- **Stage II:** will consist of a review of any conflicts of interest of relational and financial interests disclosed by the proposed team and development of management strategies related to such. Strategies will be discussed with the respective team; however, The Municipalities reserves the right to refuse any Proposal where they deem appropriate management cannot be achieved.
- **Stage III:** will consist of scoring by the Evaluation Team of each Proposal on the basis of the rated criteria. Each weighted score will be added to arrive at a total score. The Evaluation Team will evaluate and assign scores at the sole discretion of the Evaluation Team assigned to the project. A review of financial information will occur at this stage
- **Stage IV:** At the conclusion of Stage III, up to three (3) of the highest ranked Proposals may be shortlisted to participate in an interview process and will be scored according to the interview criteria, or the Evaluation Team will recommend award of the contract to the highest scoring submission. The Interview criteria will be made available to the invited parties only.
- **Cumulative Score:** At the conclusion of the interview (if necessary), all scores

from Stage III and IV will be weighted and added with the highest-ranking respondent to be selected to enter into negotiations. At its discretion, The Municipalities reserves the right to commence negotiations with other respondents if they are unsuccessful in reaching an Agreement on contract and commercial terms with the highest ranked respondent.

**Table 4 - Rating Scale**

SCORE	RATING	DESCRIPTION	STRENGTHS RELATIVE TO REQUIREMENTS	WEAKNESSES	CONFIDENCE IN PROPOSAL
9-10	Excellent	The Proposal addresses all requirements completely, exhibits outstanding knowledge, creativity, innovation or other factors beneficial to the RFP	Surpasses requirements with numerous strengths	None	Very High
6-8	Good	The Proposal addresses all requirements completely and addresses some elements of the requirements in an outstanding manner	Meets requirements with some strengths.	Minor weaknesses	High
5	Moderate	The Proposal addresses all requirements	Meets requirements with minimal strengths	Moderate – does not outweigh the strengths	Moderate
3-4	Marginal	The Proposal meets some of the requirements	Meets some requirements with some clear strengths	Outweigh the strengths	Low
1-2	Unacceptable	The Proposal meets few of the requirements	Meets few requirements with few strengths	Significant	Poor
0	Unqualified	The Proposal meets no requirements	Meets no requirements and no strengths	Weaknesses in all areas	No Confidence

6.1.4. The Municipalities also reserve the right to accept conditions to be offered by and/or negotiated with the Successful Vendor that 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.

At all times, the Municipalities reserve the right to seek written clarifications of a Vendor. Such clarification shall be deemed an amendment to such Vendor's Proposal and be binding upon the Vendor.

## 6.2. Proposal Irregularities and Clarifications

Vendors acknowledge that in the event where a minor Bid irregularity occurs, and the total price does not equate to the sum of the extended price, or the extended price does not equate to the individual unit price, the price per unit will prevail over all and the extensions will be corrected accordingly by The Municipalities.

The Municipalities reserve the right to seek clarification of any Vendor's Proposal without being obligated to seek clarification from any other Vendor.

## 6.3. Period Open for Consideration

6.3.1. The Proposals received shall remain irrevocable for a period of sixty (60) days following the Closing Date in order to allow for the Municipalities to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

## 6.4. Information Disclosure and Confidentiality

All documents submitted to The Municipalities will be subject to the protection and disclosure of The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP) and the Freedom of Information and Protection of Privacy Act (FOIP). Notwithstanding the above, Vendors should note that some financial and technical scoring may be disclosed if brought forward to Council meetings. The awarded contract amount will be posted to the tendering website in accordance with the trade agreements.

## 6.5. Independent Determination

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

## 6.6. Documents

All documents submitted by a Vendor shall become the property of the Municipalities upon being presented, submitted, or forwarded to the Municipalities. Regarding electronic documents, notwithstanding any prohibition on same contained elsewhere in this RFP, their content and the media contained therein shall also become the property of the Municipalities upon their being presented, submitted or forwarded to the Municipalities.

## 6.7. Use of Documents, Drawings, and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the Municipalities may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, studies, written descriptions, and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Vendors or their agents, for any purpose whatsoever, including but not limited to the use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other Municipalities Works. For clarity, the confidentiality obligations set out herein apply to the Municipalities' use of information herein shall not interfere with the Municipalities' rights to use concepts, ideas, suggestions, and directions as herein described.

The Vendor is fully responsible for obtaining all information required for the preparation of its Proposal. The Municipalities are not responsible for undertaking any investigations to assist the Vendor. Any information, plans, graphics, 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. The Municipalities and the Municipalities' 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 Vendor'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 information only and neither the Municipalities nor the Municipalities' Consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Vendor agrees that the Municipalities, the Municipalities' consultants, and their representatives shall not be liable in any way to the Vendor in respect of such technical reports.

The Vendor further agrees that it shall not rely upon any oral information provided to it by the Municipalities, the Municipalities' Consultants or any of their respective representatives.

#### **6.8. 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 and by submitting a Proposal, the Vendor is taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

### **7. GENERAL TERMS**

#### **7.3. Communications**

Vendors are required to ensure that no communication is made by the Vendor or its representatives, including any retained third-party representatives, to promote or oppose any Proposal, make any public announcement, or communicate with any news media in any way unless such communication has first been approved by an appropriate The Municipalities Officials. Failure to comply with this communications section may affect the current Agreement, as well as eligibility for future Agreements.

#### **7.4. Conflict of Interest**

The Vendor must have no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out any of The Work for The Municipalities. Should such an interest be acquired during the blackout period, the Vendor must immediately declare it to The Municipalities. The Municipalities will, immediately upon notification, take action as it deems appropriate. This may include rejection of the submitted Proposal.

#### **7.5. Debriefing**

Vendors may request a debriefing with the Project Owner within ten (10) business days of Council award; however, the briefings will not be scheduled until after an Agreement has been executed. Under no circumstances will a debriefing be held prior to full execution of an Agreement.

#### **7.6. Negotiations Clause**

Once the evaluation team has determined the highest scored Proposal, and prior to the execution of the Agreement, negotiations may be taken up with the chosen Vendor to refine the details of the Agreement regarding the services requested in this RFP. Negotiations may include minor additions, deletions, or modifications to the Scope of Work.

If The Municipalities and the highest scored Vendor cannot agree and negotiate a successful Agreement, The Municipalities reserve the right to terminate negotiations and enter into negotiations with the next highest scored Vendor or to cancel this Request for Proposal. This procedure may be carried on until a successful Agreement has been executed or all qualified Vendors have been rejected.

#### **7.7. Limitations and Liability Clause**

Notwithstanding anything to the contrary herein, by submitting a Bid, Vendors agree that any claim that the Vendor may have against The Municipalities and its employees, agents, consultants, elected officials and the Project Owner for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this bid process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Vendor's actual and reasonable costs in preparing its Bid to a maximum of \$2,500.00. For clarity, each Vendor specifically waives 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.

## APPENDIX "A" PROPOSAL SUBMISSION FORM

PROJECT: County of Vermilion River – City of Lloydminster Intermunicipal  
Collaboration Framework

CLOSING: Monday, 14 August 2023 – 2:30:00 p.m. local time

BOTH HARD COPY AND ELECTRONIC SUBMISSIONS:

County of Vermilion River/City of Lloydminster

Address: Box 69 4912 50 Avenue Kitscoty, AB T0B 2P0

Attn: Mr. Alan Parkin: cao@county24.com

I/WE hereby, submit my/our quote for the Intermunicipal Collaboration Framework.

I/WE have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data.

I/WE agree, if selected, to provide services to the Municipalities in accordance with the terms, conditions and specifications contained in the quote document and in our submission.

I/WE agree that the undersigned is/are authorized and empowered to sign and submit this Proposal.

---

Respondent Legal Name:

---

Street Address

City/Town

Postal Code

---

Print Name & Title of Person Signing for Firm

---

E-mail addresses

Phone No.

Fax No.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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Signature of Person Signing for Firm



## APPENDIX "B" PROPOSAL PRICING FORM

PROJECT: County of Vermilion River – City of Lloydminster Intermunicipal  
Collaboration Framework

CLOSING: Monday, 14 August 2023 – 2:30:00 p.m. local time

BOTH HARD COPY AND ELECTRONIC SUBMISSIONS:

County of Vermilion River/City of Lloydminster

Address: Box 69 4912 50 Avenue Kitscoty, AB T0B 2P0

Attn: Mr. Alan Parkin (cao@county24.com)

Respondent Legal Name: \_\_\_\_\_

Expand on how the Vendor meets the requirements in Section 2 as per Section 5.6.

Item	UofM (hours)	Cost (\$) /hour	Total Cost (\$)
2.4-2.5 Intermunicipal Collaboration Framework document			\$
Task 1			\$
Task 2			\$
2.7 Matching Bylaws			\$
Task 1			\$
Task 2			\$
<b>Total Project Bid Price (excluding GST)</b>			<b>\$</b>

Note: Pricing provided shall be held firm for a minimum of sixty (60) calendar days.

## APPENDIX "C" SPECIFICATIONS

PROJECT: County of Vermilion River – City of Lloydminster Intermunicipal Collaboration Framework

CLOSING: Monday, 14 August 2023 – 2:30:00 p.m. local time

BOTH HARD COPY AND ELECTRONIC SUBMISSIONS:

County of Vermilion River/City of Lloydminster

Address: Box 69 4912 50 Avenue Kitscoty, AB T0B 2P0

Attn: Mr. Alan Parkin (cao@county24.com)

Expand on how the Vendor meets the requirements in Section 2 as per Section 5.6.

Specifications	Complies	Comments
2.4-2.5 Intermunicipal Collaboration Framework document		
2.7 Matching Bylaws		