



**Request for Proposals**

**For**

**Absorption and Market Study for Acheson Industrial Area (Agricultural Area B)**

Request for Proposals No.: **P210323PD**

Issued: **March 26, 2021**

Submission Deadline: **April 9, 2021 at 14:00:00 local time**

**Posted to:** Alberta Purchasing Connection at [www.purchasingconnection.ca](http://www.purchasingconnection.ca)  
Parkland County website at [www.parklandcounty.com/Bids](http://www.parklandcounty.com/Bids)

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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

This Request for Proposals (“RFP”) is an invitation by Parkland County (the “County”) to prospective proponents to submit proposals for the provision of an absorption and market study for Acheson Industrial Area – Agricultural Area B], as further described in PART 4 – RFP Particulars (the “Deliverables”).

Parkland County is a rural municipality located immediately west of Edmonton. Covering an area of 242,595 hectares (599,500 acres), it is one of the largest in size and one of the highest populated of all rural municipalities in Alberta. Parkland County has grown to a community of over 30,000 people and has seen generations of families continue to enjoy country living.

For the purposes of this procurement process, the “County Contact” shall be:

County Contact: **Taha Rizvi, Procurement Specialist**  
Email: **taha.rizvi@parklandcounty.com**

### **1.2 Type of Contract for Deliverables**

The selected proponent will be requested to enter into negotiations for an agreement with Parkland County for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is Parkland County’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one legal entity. It is anticipated that the agreement will be executed on or around April 22, 2021.

### **1.3 No Guarantee of Volume of Work or Exclusivity of Contract**

Parkland County makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. Parkland County may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

[End of Part 1]

## PART 2 – EVALUATION OF PROPOSALS

### 2.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

#### 2.1.1 Timetable

Issue Date of RFP	<b>March 26, 2021</b>
Deadline for Questions	<b>April 1, 2021 at 16:30 hrs local time</b>
Deadline for Issuing Addenda	<b>April 6, 2021</b>
Submission Deadline	<b>April 9, 2021 at 14:00:00 hrs local time</b>
Rectification Period	<b>Three Business Days from notification of Rectification</b>
Anticipated Date for Issuance of Invitation to Commence Negotiations	<b>April 15, 2021</b>

The RFP timetable is tentative only, and may be changed by Parkland County at any time.

#### 2.1.2 Proposals Should Be Submitted in Prescribed Manner

Proponents are requested to submit their submission in the form prescribed herein by the Submission Deadline to the Parkland County Contact identified below in the manner set out below.

Proponents should submit one electronic copy (in PDF or Word format) by email to the County Contact.

Taha Rizvi, Procurement Specialist  
Email: [taha.rizvi@parklandcounty.com](mailto:taha.rizvi@parklandcounty.com)

Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

#### 2.1.3 Proposals Should Be Submitted on Time at Prescribed Location

A proponent may, at its option, email the County Contact prior to the Submission Deadline with details and anticipated arrival time of its response. In the event a response is not received as scheduled, the County may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their responses. The Submission Deadline shall be deemed to be adjusted accordingly for the purpose of accepting those responses. For the purposes of this Section, "Business Day" means any working day between 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive, but excluding statutory and other holidays that the County has elected to be closed for business. Responses received after the Submission Deadline, without prior email notification as detailed above, will be rejected.

#### 2.1.4 Amendment of Responses

Proponents may amend their responses prior to the Submission Deadline by submitting the amendment in an email prominently marked with the RFP title and number in the email subject line. The body should contain the full legal name and return email address of the proponent. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

#### 2.1.5 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be emailed to the County Contact and must be signed by an authorized representative. Parkland County is under no obligation to return withdrawn proposals.

### 2.2 Stages of Proposal Evaluation

Parkland County will conduct the evaluation of proposals in the following four stages:

### **2.2.1 Stage I**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that Parkland County issues its rectification notice to the proponent.

### **2.2.2 Stage II**

Stage II will consist of a scoring by Parkland County of each qualified proposal on the basis of the rated criteria in accordance with Part 4 – RFP Particulars – Section 4.3 (Rated Criteria).

### **2.2.3 Stage III**

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed. Proponents should refer to the Rate Bid Form in Part 4 – RFP Particulars – Section 4.4 (Evaluation of Pricing) and Appendix C – Rate Bid Form.

### **2.2.4 Stage IV**

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest ranking proponent(s) may be invited to participate in an interview process at Parkland County offices. Proponents are to ensure that the individual identified as the project lead in their submission is in attendance during the interview. Scores may be adjusted following the interview process and the highest scoring proponent will be selected for contract negotiations in accordance with Part 3.

## **2.3 Stage I – Mandatory Requirements, Submission and Rectification**

### **2.3.1 Submission and Rectification Period**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

### **2.3.2 Mandatory Forms**

Each proposal must include the following forms:

- (a) **Submission Form (Appendix B)** completed and signed by an authorized representative of the proponent.
- (b) **Rate Bid Form (Appendix C)** completed according to the instructions contained in the form.
- (c) **Reference Form (Appendix D)** completed according to the instructions contained in the form.

### **2.3.3 Other Mandatory Requirements**

N/A

### **2.3.4 Rectification Period**

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

## **2.4 Tie Score**

In the event of a tie score, the selected proponent will be the highest scoring proponent in the rated criteria excluding price.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 County's Information in RFP Only an Estimate**

Parkland County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### **3.1.4 Proponents Shall Bear Their Own Costs**

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the County Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the County Contact shall be deemed to be received once the email has entered into the County Contact's email inbox. No such communications are to be directed to anyone other than the County Contact. Parkland County is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the County Contact on any matter it considers to be unclear. Parkland County shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

#### **3.2.2 All New Information to Proponents by Way of Addenda**

The RFP may be amended only by an addendum in accordance with this section. If Parkland County, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Parkland County. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

#### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If any addendum is issued after the Deadline for Issuing Addenda, Parkland County may at its discretion extend the Submission Deadline for a reasonable amount of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating responses, Parkland County may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. Parkland County may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

### **3.2.5 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

### **3.2.6 Proposal to Be Retained by Parkland County**

Parkland County will not return the proposal or any accompanying documentation submitted by a proponent.

### **3.2.7 Litigation**

Pursuant to Parkland County *Council Policy C-AD35 – Impending Legal Action*, suppliers who have initiated legal proceedings against Parkland County are ineligible to submit a proposal in response to this RFP. For further information, please contact the County Contact.

## **3.3 Negotiations, Notification and Debriefing**

### **3.3.1 Selection of Top-Ranked Proponent**

The top-ranked proponent, as established under Part 2 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with Parkland County.

### **3.3.2 Timeframe for Negotiations**

Parkland County intends to conclude negotiations with the top-ranked proponent within 30 days commencing from the date Parkland County invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Submission Form (Appendix B) of the RFP Particulars, provide requested information in a timely fashion, and to conduct its negotiations expeditiously.

### **3.3.3 Process Rules for Negotiations**

Any negotiations will be subject to the process rules contained in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of Parkland County or the proponent. Negotiations may include requests by Parkland County for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Parkland County for improved pricing from the proponent.

### **3.3.4 Terms and Conditions**

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between Parkland County and the selected proponent.

### **3.3.5 Failure to Enter Into Agreement**

Proponents should note that if the parties cannot execute a contract within the allotted 30 days, Parkland County may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Parkland County may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, Parkland County may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no

more proponents remaining that are eligible for negotiations or until Parkland County elects to cancel the RFP process.

### **3.3.6 Notification to Other Proponents**

Other proponents that may become eligible for contract negotiations may be so notified at the commencement of the negotiation process. Once a contract is executed between Parkland County and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

### **3.3.7 Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the County Contact and must be made within 30 days of notification of award.

### **3.3.8 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the County Contact within 60 days of notification of the outcome of the RFP process, and Parkland County will respond in accordance with its procurement protest procedures. Proponents are advised that the County's protest procedures are separate and distinct from the dispute resolution process under applicable trade agreements. If a proponent wishes to dispute a matter or bring a complaint under an applicable trade agreement, the proponent must follow the process set out in the trade agreement, which may differ from the process described here.

## **3.4 Prohibited Communications and Confidential Information**

### **3.4.1 Prohibited Proponent Communications**

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

### **3.4.2 Proponent Not to Communicate with Media**

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the County Contact.

### **3.4.3 Confidential Information of County**

All information provided by or obtained from Parkland County in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of Parkland County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from Parkland County; and
- (d) shall be returned by the proponents to Parkland County immediately upon the request of Parkland County.

### **3.4.4 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Parkland County. The confidentiality of such information will be maintained by Parkland County, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to Parkland County's advisers retained for the purpose of evaluating or participating in

the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the County Contact.

#### **3.4.5 Inappropriate Conduct**

Parkland County may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Parkland County, that constitutes a Conflict of Interest. Parkland County may also disqualify a proponent for any conduct, situation or circumstance that constitutes a Conflict of Interest in respect of this RFP process, as solely determined by Parkland County. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

### **3.5 Procurement Process Non-binding**

#### **3.5.1 No Contract A and No Claims**

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor Parkland County shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

#### **3.5.2 No Contract until Execution of Written Agreement**

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and Parkland County by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.5.3 Non-binding Price Estimates**

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

#### **3.5.4 Disqualification for Misrepresentation**

Parkland County may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

#### **3.5.5 References and Past Performance**

Parkland County's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with Parkland County or other institutions.

#### **3.5.6 Cancellation**

Parkland County may cancel or amend the RFP process without liability at any time.

## **3.6 Governing Law and Interpretation**

### **3.6.1 Governing Law**

The terms and conditions in this Part 3 – Terms and Conditions of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

# PART 4 – RFP PARTICULARS

## 4.1 THE DELIVERABLES

### 4.1.1 Purpose

The purpose of this RFP is to retain the services of a qualified consulting firm to conduct an absorption and market study to guide the land use planning of the southeast section of the Acheson Industrial Area. The study will provide greater insights for land use concept configurations in Agricultural area B as shown in Appendix E. Additionally, the absorption component of the study will outline the rate of land absorption within Acheson to support the need for bringing more lands on the future development horizon.

### 4.1.2 Background

Parkland County's Planning and Development Services is currently considering various land use concept options for Agricultural Area B within Acheson Industrial Area as shown in Appendix E. To formulate recommendations to Council, a detailed study is required consisting of two parts: absorption analysis of the Acheson Industrial Area; and market analysis of industrial and commercial development in Agricultural Area B.

#### 4.1.2.1 Relevant Information

Parkland County will provide the following information to the successful proponent to complete this study:

- GIS layers of environmentally sensitive areas, existing infrastructure, districting and other commonly accessible layers in the County's GIS catalogue;
- Existing infrastructure and servicing studies for the Acheson area, including high level servicing costs; and
- Planning and permitting related data in the Acheson area, as needed; and
- Some historical land use statistics, mainly found in the previous Acheson Industrial Area Structure Plan (2014).

### 4.1.3 Scope of Work

The Work will primarily consist of technical engineering and planning (document) review, demographic and economic data review and critical analysis. Detailed field study is not anticipated for this work. Parkland County's Project Manager will provide any required data and information available to the County to the successful proponent to complete the study as identified in section 4.1.2.1. Work anticipated in this scope of work and their related project deliverables are for internal planning only. The County does not require public or Council engagements as a part of this work. Parkland County expects the successful consultant to be highly critical and thorough in their analysis and recommendations.

The Consultant will be responsible for developing and delivering an Absorption and Market Study for Acheson Industrial Area, which should include the following:

#### 1. Absorption Analysis:

- a. Conduct an absorption analysis on the entire Acheson Industrial Area. Historical land use statistics should be compiled to understand how much of the Area has been built out and the overall rate of build-out.
  - i. Data can be gathered from various County sources identified in section 4.1.2.1, aerial photography reviews, information from Acheson business association, and other best practices.

- b. The absorption analysis must predict in how many years Acheson would be completely built out, based on historical trends.

**2. Market Analysis of Agricultural Area B:** (See Acheson Industrial ASP 2020-13 for location of Agricultural Area B)

- a. Competitive Advantages
  - i. Identify any competitive advantages that the Agricultural Area B lands hold over other areas within the region.
- b. Challenges and capacity for development
  - i. Identify any conditions that could pose a challenge to development (i.e. well sites, Hwy 628 realignment lands, adjacent land uses, etc.). Use the existing data identified in section 4.1.2.1 in addition to new information gathered (where needed).
  - ii. Understanding the constraints of the area, identify the lands that could realistically be developed in the future.
- c. Potential future land uses
  - i. Based on market data and analysis, should land uses within Agricultural Area B be steered towards 'business as usual' uses (i.e. medium and business industrial uses) or is there a market for innovative industrial/commercial opportunities (i.e. power centre, eco-industrial, etc.) in the area?
  - ii. Explore the different land use configurations (as determined above)
  - iii. Out of Scope: Exclude any consideration of residential use in this analysis.
- d. Recommendation
  - i. Based on the market analysis, what is the recommended land use concept for Agricultural Area B? Outline the detailed rationale.
  - ii. What is the recommended breakdown (%) of each type of land use within the area?
  - iii. Recommendations are to be worded in such a way to assist with the update of Acheson Industrial Area Structure Plan.
- e. Summary of Potential Infrastructure and Servicing Costs (cost per acre) – **If Applicable**
  - i. Parkland County Engineering Services already has cost estimates for future industrial and commercial land uses in Acheson as identified in section 4.1.2.1, including Ag Area B. If the recommended land use concept requires new modeling and costing from what is already known, provide these estimates and details (i.e. cost per acre).

#### **4.1.4 Methodology**

Proponents are to provide their methodology for delivering on the Scope of Work for this engagement. As this is a negotiated RFP, proponents may recommend alternate deliverables to achieve the objectives.

#### **4.1.5 Responsibilities and Commitments**

The final deliverable of this study will be a report that achieves the Scope of Work set out above. The report shall be provided in PDF format as well as an editable, Microsoft Word format. The final report will be a public facing document that may be presented at public engagement sessions, committee meetings and to Council for discussion, and must be written / formatted accordingly.

## **4.2 MATERIAL DISCLOSURES**

The material disclosures that apply to this RFP are set out below.

### **4.2.1 Format for Submittals**

The Consultant shall submit one electronic editable file of the draft deliverables one week prior to the due dates to Parkland County for review and comment. An electronic copy and one reproducible master of the final deliverables incorporating comments from the County are to be submitted by the due dates.

The Consultant shall ensure digital files are in Microsoft Office compatible format and editable. Hardcopy and digital documentation becomes the exclusive property of Parkland County upon payment of each invoice. Specific file format details will be provided to the Consultant.

#### 4.2.2 Project Team

Project team members identified are to remain on the project until completion. Any changes in project team members will be subject to Parkland County’s approval, and the Consultant shall ensure such changes do not negatively impact the quality of the deliverables and project timelines.

#### 4.2.3 Project Schedule

Parkland County anticipates project start up to be April 22, 2021 following award and contract execution with project conclusion by May 28, 2021. Proponents are to provide a project schedule based on this timeframe.

**The pre-conditions of award that apply to this RFP are set out below.**

#### 4.2.4 Alberta Worker’s Compensation Board (WCB)

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

#### 4.2.5 Proof of Insurability

Proponents shall provide proof of insurability from a licensed insurer in accordance with the minimum requirements and limits set out in Appendix A. If the proponent does not have such coverage in place, the proponent will be required to obtain it within 10 business days’ upon receiving notice of the intent to award.

### 4.3 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

Rated Criteria Category	Points Scale	Minimum Threshold	Points Weighting	Total Available Points
Corporate Profile, Experience, and References	0 to 5	3	X 3	15
Project Team Qualifications and Relevant Project Experience	0 to 5	3	X 4	20
Project Understanding and Proposed Methodology	0 to 5	3	X 4	20
Work Plan and Project Schedule	0 to 5	3	X 4	20
Value Added Services	0 to 5	N/A	X 1	5
<b>Total Points [excluding price]</b>				80
Pricing				20
<b>Total Points</b>				100

Points shall be awarded on a scoring scale of 0 to 5. Points could be modified depending upon reference checks and other independent information subsequently received and confirmed. Partial scores or scores not defined below will not be used. The range is defined as follows:

5	Fully exceeds expectations, proponent clearly understands the requirement, excellent probability of success
4	Somewhat exceeds expectations; high probability of success
3	Fully meets expectations; proponent has good understanding of requirement, negligible weakness or deficiencies good probability of success
2	Partially meets expectations; minor weakness or deficiencies, fair probability of success
1	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success
0	Lack of response or complete misunderstanding of the requirements, no probability of success

**Following is a description and framework for the Rated Criteria Categories above:**

**4.3.1 Corporate Profile, Experience and References**

This criterion will be evaluated as follows:

- (a) Demonstrated corporate suitability for providing the services relative to this RFP;
- (b) Proponents experience providing similar deliverables as described in this RFP;
- (c) Proponents knowledge, skills and expertise in the following areas:
  - Absorption studies of industrial areas;
  - Market feasibility analysis related to land use planning of industrial and commercial areas; and
  - Knowledge of Edmonton metropolitan area markets and development trends, particularly in industrial and commercial sectors.
- (d) Confirmation of the terms and conditions outlined in Appendix A Form of Agreement; and
- (e) References, preferably from municipal government clients, for services provided similar to those requested in this RFP in the last five (5) years.

**4.3.2 Project Team Qualifications and Relevant Project Experience**

This criterion will be evaluated as follows:

- (a) Defined roles and responsibilities of the proponent and any of its agents, employees and sub-consultants who will be involved in providing the deliverables;
- (b) Demonstrated qualifications through resumes detailing education, experience, training, and certifications of the project team members including identification of similar project work as it correlates to their proposed role for this project; and
- (c) Demonstrated capacity and commitment of the proposed project team members.

**4.3.3 Project Understanding and Proposed Methodology**

This criterion will be evaluated as follows:

- (a) Demonstrated understanding of the project and the Scope of Work of this RFP;
- (b) Proposed methodology for how the proponent will carry out the Scope of Work and provide the deliverables;
- (c) Identified tasks and milestones for undertaking the project;
- (d) Identification of proven methodologies or techniques successfully employed on similar past projects; and
- (e) Identification of all data and information required to complete the study.

**4.3.4 Work Plan and Project Schedule**

This criterion will be evaluated as follows:

- (a) Proposed Work Plan and Project Schedule in accordance with the timeline set out in section 4.2.3 above identifying key tasks, milestones, and project deliverables;
- (b) Allocation of tasks and resources in the proposed Work Plan; and
- (c) Sequencing of tasks and project deliverables.

**4.3.5 Value Added Services**

This criterion will be evaluated as follows:

- (a) Value added services offered by the proponent that are included in the pricing proposal and are no additional cost to the County; and
- (b) Identified benefits or deliverables stemming from value added services.

**4.4 EVALUATION OF PRICING**

Proponents should review and complete the Rate Bid Form at Appendix C.

Pricing will be scored based on a relative pricing formula using the rates set out in the Rate Bid Form.

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

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

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

And so on, for each proposal.

**4.5 PROPOSAL FORMAT**

Proposals shall contain the following and should be organized in the following format using the sequence provided below to facilitate evaluation and to ensure each proposal receives full consideration.

1. **Letter of Transmittal** or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the proponent.

2. **Executive Summary** touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and costs.
3. **Brief Corporate Profile** which includes organization size, structure, location, affiliates, and number of staff, company's history. Additionally, the number of years in operation and number of years providing similar services.
4. **Related Experience and Expertise** listing the proponent's related experience and expertise with similar projects within the past five years. The list shall be chronologically ordered, starting with the most recent.
5. **Project Team** details should include the following:
  - organization chart indicating how the proponent will structure their proposed project team;
  - a full description of each project team member's involvement on the project;
  - a resume or staff profile that lists education, training, certifications, employment history, and related experience on similar projects;
  - identification of past project experience the Consultant has with proposed sub-consultants
  - proposed project manager with a minimum of five years' experience managing similar projects;
  - a breakdown by percentage of the amount of time each proposed team member will spend on the project; and
  - address the capacity and commitment of the project team members.
6. **Project Understanding and Proposed Methodology** detailing the organization's ability to satisfy, at minimum, all aspects of the project as outlined in this RFP. In addition, proponents are required to review, in detail, Appendix A - Form of Agreement, to ensure that obligations and requirements under this section are also met.
7. **Work Plan and Project Schedule** for completing the scope of work for this RFP in accordance with the timelines identified above in Section 4.2.3 Project Schedule. Proponents are to include proposed timelines for required meetings with Parkland County staff for interviews to review project status and deliverables. Proposals should indicate anticipated meeting frequency and length.
8. **Pricing** shall be provided as outlined in Appendix C – Rate Bid Form of this RFP.
9. **Value Added Services** that the proponent can offer to the project should be clearly outlined in the proposal and at no additional cost to the County. Some examples of value added services are:
  - Proven solutions or recommended approaches that could be considered.
  - Identification of potential risks that may arise relating to this County project and how the proponent would address these risks if they were the successful proponent.
  - Cost saving measures that may be considered for this project as well as measures that should be considered when making recommendations.
10. **Mandatory Forms** must be included in the proposal as follows:
  - Submission Form (Appendix B) completed and signed by an authorized representative of the proponent;
  - Rate Bid Form (Appendix C) completed; and
  - Reference Form (Appendix D) completed.

## **APPENDIX A – FORM OF AGREEMENT**

The Form of Agreement for Consulting Services covered in this RFP, and to be executed between Parkland County and the successful proponent, is attached hereto as Appendix "A" to this RFP and is subject to change from time to time. Although the final wording of the provisions may be subject to negotiation, proponents should be prepared to enter into an Agreement to include the provisions as described in Appendix "A".



**THIS CONSULTING SERVICE AGREEMENT (the "Agreement") dated:** \_\_\_\_\_.

BY AND BETWEEN:

**PARKLAND COUNTY**, a municipal corporation formed pursuant to the Municipal Government Act, R.S.A. 2000 c. M-26.1, of the province of Alberta (hereinafter referred to as the "County")

OF THE FIRST PART

- and -

\_\_\_\_\_, a corporation formed pursuant to the laws of the Province of Alberta (hereinafter referred to as the "Consultant")

OF THE SECOND PART

**WHEREAS** the County is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the County.

**WHEREAS** the Consultant is agreeable to providing such services to the County on the terms and conditions as set out in this Agreement.

**NOW THEREFORE** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

The County designates (Name) \_\_\_\_\_, (Title) \_\_\_\_\_, as its county representative ("County Representative") and, for the purposes of this Agreement, the County's address shall be:

**Parkland County  
53109A HWY 779  
Parkland County, Alberta T7Z 1R1**

The Consultant designates (Name) \_\_\_\_\_, (Title) \_\_\_\_\_, as its representative and, for the purposes of this Agreement, the Consultant's address shall be:

**(Name of Company)  
(Address)  
(Address)**

**1. Services**

The County hereby agrees to engage the Consultant to provide Consulting Services for \_\_\_\_\_ with Parkland County as outlined in the County's Request for Proposal ("RFP") \_\_\_\_\_, dated \_\_\_\_\_ (as set out and described in Schedule "A") attached hereto and the Consultant's Proposal \_\_\_\_\_, dated \_\_\_\_\_ (as set out and described in Schedule "B") attached hereto (collectively, the "Consulting Services"). The Consultant hereby agrees to provide such Consulting Services to the County. Any changes to the scope and/or costs of this Agreement must be pre-approved in writing by the (Manager of Department for the County) \_\_\_\_\_, (Department) \_\_\_\_\_; or the General Manager, (Department) \_\_\_\_\_.

**2. Term of Agreement**

The Term of this Agreement commences on (Date) \_\_\_\_\_ and will remain in full force and effect through and including (Date) \_\_\_\_\_, subject only to any earlier termination of this Agreement as may hereinafter be provided for as outlined in this Agreement. Any changes in the Term of this Agreement will be in writing and mutually agreed upon by both parties, not to be unreasonably withheld.

**3. Performance**

The Consultant shall, in fulfillment of its duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the County, it being agreed and understood that all such duties shall be consistent with the Consultant's expertise and experience. In performing the Consulting Services, the Consultant shall obey all applicable laws, regulations, rules and standards imposed by any government or the duly constituted public authority having jurisdiction over the parties to this Agreement or the Consulting Services to be performed. The Consultant also agrees to comply with all safety and security regulations imposed by the County from time to time.

**4. Skill and Expertise**

The Consultant hereby represents and warrants that it has, and during the Term of this Agreement shall continue to have, the requisite skills and experience necessary to perform the Consulting Services in accordance with the Terms and Conditions of this Agreement.

The Consultant shall, at all times during the Term of the Agreement, act in the best interests of the County and shall perform the Consulting Services in a competent, good workmanlike and professional manner using care and diligence.

**5. Compensation**

For all Consulting Services rendered by the Consultant as required by this Agreement, the County will pay to the Consultant an amount not-to-exceed

(Written dollar amount) \_\_\_\_\_ (\$00.00) excluding GST for services as follows:

•		\$
•		\$
•		\$
•		\$
•		\$
•		\$
•		\$
<b>Total Contract Value:</b>		\$

The values stated above includes any and all professional fees, disbursements and expenses. Milestone payments for accepted deliverables, as agreed upon between the County and the Consultant, will be made in accordance with section 7 (including paragraphs 7.1 through 7.5) below.

**6. No Additional Payment for Unauthorized Work**

No increase in the price of the work or any additional payment will be authorized by the County or made to the Consultant as a result of any change to the Agreement unless such increase or additional payment has been authorized in advance and in writing by the County’s authorized representative. Only the County’s authorized representative can make changes to this Agreement and all such changes must be in writing.

**7. Invoices, Payments and Taxes**

Unless specifically stated otherwise, all amounts in this Agreement are in: Canadian dollars (herein defined as “Cdn. dollars”) in respect of Consulting and Services performed for the County.

The Consultant agrees to invoice County in accordance with the following payment provisions.

7.1 All invoices shall be accompanied by such supporting documentation as the County may reasonably require from time to time. The County shall pay to the Consultant approximate invoice amounts within thirty (30) days of receipt of the applicable invoice. The Consultant agrees that any and all amounts on account of taxes (income or otherwise), pension plan contributions, unemployment insurance contributions or any other applicable regulations in respect of any fees paid to the government or other public authority by virtue of any law, rule or regulation in respect of any fees paid to the Consultant pursuant to the provisions of this Agreement, are the Consultant’s responsibility and shall be paid by the Consultant. Should the County be obligated by law to make any payment or withholdings in respect of the Consulting Services, the Consultant hereby acknowledges that the County shall have the authority to make such payments or withholdings, and to

deduct such amounts from fees payable to the Consultant under this Agreement. The Consultant hereby agrees to indemnify and hold harmless from and against any and all actions, claims, damages, costs and expenses whatsoever which may be brought against or suffered or incurred by the County, or which the County may incur, sustain or pay, arising out of or in any way connected with any remittances required by law in any jurisdiction in which the Consulting Services are being provided. The Consultant must state on each invoice the Purchase Order Number (herein defined as "PO").

- 7.2 Where the Consultant is a non-resident of Canada, the County may be obligated by law to withhold an amount on the value of the Consulting Services rendered in Canada. Where it has such an obligation, the County will withhold the required amount from the amount of Compensation (as noted above in Paragraph 5. Compensation) to be paid to the Consultant and remit it to Canada Revenue Agency as required, unless the Consultant provides to the County a valid exemption certificate or waiver from withholding prior to performing the Consulting Services in Canada.
- 7.3 Except for fees and expenses specifically set out and provided for in this Agreement, all invoices for any other fees or expenses will not be payable by the County unless the County has given its prior written consent to the Consultant to incur such other fees or expenses.
- 7.4 Subject to subsection (7.3) above, and only when applicable, the County will only reimburse costs for economy air travel and invoices received for either business or first class air travel will be returned to the Consultant. Subject to subsection (7.3) above, the difference between the cost of economy fares and business/first class shall be the responsibility of the Consultant, and will not be reimbursed by the County.
- 7.5 **At the end of each month or milestone payment during the Term of this Agreement the Consultant shall submit by e-mail an itemized invoice to "Parkland County" based on total number of hours of Consulting Services performed during the billing period, (if applicable). All invoices shall be addressed as follows and submitted by e-mail to accountspayable@parklandcounty.com:**

**Parkland County  
53109A HWY 779  
Parkland County, Alberta T7Z 1R1  
Attention: Accounts Payable**

**The Consultant must state on each invoice the PO#. The County will provide (i) the PO# to the Consultant, after full-execution of this Agreement), (ii) the Contract No. as recorded on the first page of this Agreement and (iii) the Consultant's goods and services tax registration**

**number and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable for the purpose of the goods and services tax.**

And shall include at least the following:

- (i) Where applicable, time sheets for all Consulting Services performed during such month, providing a summary of the Consulting Services performed and the pre-approved expenses (if any) incurred during such month;
- (ii) A statement, directed to the County stating the invoice is for services rendered or materials supplied to "Parkland County";
- (iii) Copies of statements or original receipts for pre-approved expenses;
- (iv) A summary of fees, costs, and expenses payable by the County in respect of the invoices; and
- (v) A statement of sales tax and Federal Goods and Services Tax (herein define as, "GST") applicable to Paragraph (i) through (v) above, as a separate line item.

Consultant acknowledges and agrees to submit an invoice in accordance with the requirements of Paragraph 7.5 (i) through (v) above.

#### **8. Confidentiality**

In conjunction with providing the Consulting Services under this Agreement, it is acknowledged that the Consultant will have access to information ("Confidential Information") confidential to the business of the County. Confidential Information shall include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the County, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with the Consultant providing the Consulting Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the County, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the County or an authorized agent of the County. Notwithstanding the foregoing, the release of information or intellectual property will be at the County's discretion. The Consultant covenants and agrees that all Confidential Information disclosed to the Consultant shall (a) be kept in strict confidence by the Consultant, (b) not be used, dealt with or exploited for any purpose or purposes other than the provision of the Consulting Services, and (c) not be disclosed to any person or persons (other than the professional advisors of

the Consultant, as required) unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

The Consultant acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the County shall be entitled to equitable relief (including injunction and specific performance) in addition to any other remedy available at law or in equity in respect of any such breach.

#### **9. Non-Solicitation**

Any attempt on the part of the Consultant to induce an employee to leave the County's employ, or any effort by the Consultant to interfere with the County's relationship with its employees or other Consultants would be harmful and damaging to the County.

The Consultant agrees that during the term of this Agreement, the Consultant will not in any way directly or indirectly:

- a) induce or attempt to induce any employee or other Consultant of the County to quit employment or retainer with the County;
- b) otherwise interfere with or disrupt the County's relationship with its employees or other Consultants;
- c) discuss employment opportunities or provide information about competitive employment to any of the County's employees or other Consultants; or
- d) solicit, entice, or hire away any employee or other Consultant of the County.

#### **10. Ownership of Materials**

All materials developed, produced, or in the process of being so under this Agreement, will be the property of the County. The use of the mentioned materials by the County will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with Parkland County staff.

#### **11. Return of Property**

Upon the expiry or termination of this Agreement, the Consultant will immediately return to the County any property, documentation, records, or confidential information which is the sole property of the County.

#### **12. Assignment**

The Consultant will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the County.

**13. Subcontracts**

No contractual relationship will be created between any subcontractor and the County. As the Consultant, you agree to bind every subcontractor by the terms of this Agreement document, as far as applicable to the work of the subcontract.

**14. Conflicts**

If there is any conflict or inconsistency between this Agreement and any Schedule or other document, the provisions of this Agreement shall prevail.

**15. Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

**16. Notice**

Any notices given pursuant to the terms and conditions of this Agreement shall be served by way of ordinary pre-paid first class mail, courier, e-mail or by way of facsimile transmission, addressed as follows:

Parkland County  
 53109A Hwy 779  
 Parkland County, Alberta, T7Z 1R1  
 First Name, Last Name, Position, Procurement Services  
 Email: [first.last@parklandcounty.com](mailto:first.last@parklandcounty.com)  
 Telephone: (780) 968-8888 ext. ###  
 Facsimile: (780) 968-8413

(Company) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (Name) \_\_\_\_\_ (Title) \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

or to such other address as to which any party may from time to time notify the other.

Any notice addressed by registered mail to the County or to the Consultant pursuant to this Section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is effected by facsimile or e-mail, then the notice will be deemed to be effected on the first (1<sup>st</sup>) business day following the date of which the facsimile or email was sent. Either party may change the particulars of its address for service as set out above by notice to the other party.

**17. Costs and Legal Expenses**

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, any and all reasonable legal costs and fees associated directly with the action.

**18. Indemnification**

The Consultant shall be liable for and indemnify and save harmless the County, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Consultant, its subcontractors, agents or employees and whether occasioned by negligence. The County shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Consultant, or by any employee, agent or servant of the Consultant in the performance of this Agreement. Such indemnification shall survive this Agreement.

**19. Insurance**

Before the start date of the Agreement or upon full-execution of the Agreement, whichever is earlier, and thereafter upon request by the County's Representative, the Consultant shall provide the County's Representative with Certificates of Insurance describing the insurance coverages set out below. Additionally, the Insurance Certificate pursuant to paragraph 19.2 shall name Parkland County as an "additional insured" and be endorsed to provide thirty (30) days' notice prior to cancellation or change.

19.1. The Consultant hereby agrees to indemnify and hold harmless, the County from and against all losses and expenses suffered or incurred by the County arising from or connected with any personal injury, disability or death, however caused, to any of the Consultant's employees to the extent not covered by workers' compensation for any reason.

19.2. Commercial General Liability Insurance covering the legal liability of the Consultant providing at least five million dollars (Cdn. \$5,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Consultant agrees to reimburse the County for any and all damage(s) to the County's property caused by the Consultant, or its permitted subcontractors, in performing the work. The Consultant shall provide the County with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of property damage, and (iii) Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than two million dollars (Cdn. \$2,000,000.00) each occurrence.

- 19.3. Where any automobile is used for the performance of the work for the County in this Agreement, Consultant will provide Automobile liability insurance covering all automobiles licensed in the name of the Consultant that are used in connection with the Consulting Services, and providing at least two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident.
- 19.4 Professional liability / errors and omissions liability insurance having a limit of not less than two (2) million dollars (Cdn. \$2,000,000.00) per occurrence for protection from claims arising out of performance or non-performance of such Consulting Services or professional work caused by or arising from any error, omission or act of any member of the Consultant.
- 19.5 The insurance policies for the coverage above shall not be cancelled or changed in any manner which could negatively affect the County's interests unless the County has been given thirty (30) consecutive days prior written notice of any such cancellation or change. The Consultant shall be responsible for the payment of all deductibles on insurance policies that the Consultant is required to maintain under the Agreement.
- 19.6 The Consultant shall immediately advise the County's Representative of any loss or potential loss that has or may have occurred in conjunction with the Consultant performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Consultant, the Consultant shall provide written notice of such loss or potential loss to the County's Representative, including full particulars thereof.

**20. Worker's Compensation Board**

Before commencing or performing the Consulting Services, the Consultant will obtain and provide to the County a letter or similar document, confirming that the Consultant has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Consulting Services will be performed, and that the Consultant has **not opted out** of workers compensation, where allowed.

The Consultant shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by the County, provide evidence satisfactory to the County of said compliance with the Act prior to the commencement of any work resulting from this Agreement (herein defined as "WCB").

**21. Occupational Health and Safety Legislation**

The Consultant shall ensure all applicable Occupational Health and Safety Legislation, County Safety Policies and industry standards are readily available to all of the Consultant's Personnel and that all of the Consultant's Personnel are aware of and comply with Occupational Health and Safety Legislation, County Safety Policies and industry standards (collectively, herein defined as "OH&S").

**22. Compliance with Laws**

The Consultant shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

**23. Suspension of Services**

The County may at any time in its sole discretion suspend the performance of the Consulting Services for a specified or unspecified time by written notice to the Consultant. Upon receiving the notice of suspension, the Consultant shall immediately suspend all operations except for those which in the County's opinion are necessary to preserve, care for, and protect the Consulting Services. The Consultant shall be entitled to be reimbursed for its reasonable, proper, and actual costs incurred in protecting, caring for, and preserving the Service.

**24. Termination of Contract**

This Agreement may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

- a) should the Consultant be adjudged bankrupt, or become insolvent, the County may, without prejudice to any other right or remedy the Consultant may have, terminate the Agreement by giving the Consultant or their receiver or their trustee in bankruptcy, written notice;
- b) at any time upon notice for a breach of the terms and conditions of this Agreement and such breach has not been cured within five (5) days of the written notice thereof from the County, or such other period of time as the County may agree to in writing;
- c) at any time following the failure of the Consultant to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;
- d) upon thirty (30) day's written notice without cause to the Consultant from the County during the term of this Agreement, whereupon the County shall pay to the Consultant any fees and expenses due to the effective date of cancellation but not thereafter;
- e) as otherwise provided in the Agreement.

The County's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement.

**25. Independent Contractor**

The Consultant will be an independent contractor in the performance of this Agreement. No employer/employee relationship will be created between the County and the Consultant, or between the County and the Consultant's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in this Agreement, will apply to the Consultant.

**26. Force Majeure**

Neither party shall be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the County may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

**27. Enurement**

This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

**28. Time of the Essence**

All references to time in this Agreement shall be of the essence.

**29. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties and shall be binding upon all successors and permitted assigns of the parties.

**30. Titles and Headings**

All Titles and Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

**31. Gender**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**32. Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**33. Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**34. Waiver**

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**35. FOIP Policy**

In the event that the County provides any personal information to the Consultant for the completion of the Consulting Services identified above, or the Consultant gathers personal information from any employee/resident/customer under this Agreement in order to complete the Consulting Services as stated in this Agreement, the Consultant acknowledges that the legislation known as the Freedom of Information and Protection of Privacy Act and regulations, as amended (hereinafter referred to as "FOIP") applies to that personal information (has same meaning as in FOIP), and agrees that the Consultant will handle that personal information in accordance with the obligations of the County under FOIP:

- a) The Consultant agrees that they will not collect personal information from any employee/resident/customer of the County except in connection with and for the purpose of providing the Consulting Services as identified in this Agreement.
- b) The Consultant shall maintain records of all information collected while providing the Consulting Services as identified in this Agreement. Any and all records collected, created, maintained or prepared in the performance of these Consulting Services are hereby deemed to be under the control of the County irrespective of custody and shall be maintained by the Consultant in accordance with FOIP.
- c) The Consultant shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Consultant under this Section, including without limitation, the protection of privacy of employees/residents/customers of the County.

**36. Survival**

Sections 8, 18, and 35 shall survive upon termination or expiry of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this document as of the day and year first above written.

**CONSULTANT:**

**(Name of Company)**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**COUNTY:**

**PARKLAND COUNTY**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

RFP No. P210323PD

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

### 2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Parkland County and the selected proponent have executed a written contract.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
<b>Appendix B - Submission Form</b>	
<b>Appendix C - Rate Bid Form</b>	
<b>Appendix D - Reference Form</b>	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

### 4. Non-binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The

proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

**5. Addenda**

The proponent is deemed to have read and accepted all addenda issued by Parkland County prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: \_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

**6. Conflict of Interest**

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Parkland County in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest, and must explain why the proponent believes that the Conflict of Interest should not result in disqualification from the RFP process:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of Parkland County and have ceased that employment within 12 months prior to the Submission Deadline:

<b>Name of Individual:</b>
<b>Job Classification:</b>

<b>Department:</b>
<b>Last Date of Employment with Parkland County:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:</b>

**(Repeat above for each identified individual)**

The proponent agrees that, upon request, the proponent shall provide Parkland County with additional information from each individual identified above in the form prescribed by Parkland County.

**7. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Parkland County to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I have authority to bind the proponent

## APPENDIX C – RATE BID FORM

Proponents should complete the table below in addition to submitting a detailed cost breakdown in accordance with item (c) below.

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately; and
- (b) Rates quoted by the proponent shall be an all-inclusive fee and shall include all labour and material costs, all insurance costs, including any and all other overhead, including any fees or other charges required by law. There will be no reimbursement for additional expenses.
- (c) All costs related to the project are to be included in a detailed project cost breakdown for each phase of the project. Breakdowns shall include at minimum:
  - listing of each project member and their associated fee per hour;
  - project fees (by staff member and by hours worked per task);
  - project disbursements by phase, or, where applicable, by individual task;
  - total fees and total disbursements for this RFP; and
  - GST identified separately.

Description of Services	Total
Consulting Services for the Development of an Absorption and Market Study for Acheson Industrial Area (Area B)	
<b>Subtotal:</b>	
<b>GST (5%):</b>	
<b>Total:</b>	
<b>Indicate any applicable expenses or disbursements that may apply:</b>	

OPTIONAL ITEM TO BE PRICED SEPARATELY			
Description	Qty	Cost per Acre	Total Price (Excluding GST)
New modeling and costing for future industrial and commercial land uses (Section 4.1.3, item 2 - e)			
		<b>Subtotal:</b>	
		<b>GST (5%):</b>	
		<b>Total:</b>	

## APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last five years. The references should be from municipal government or public sector clients.

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

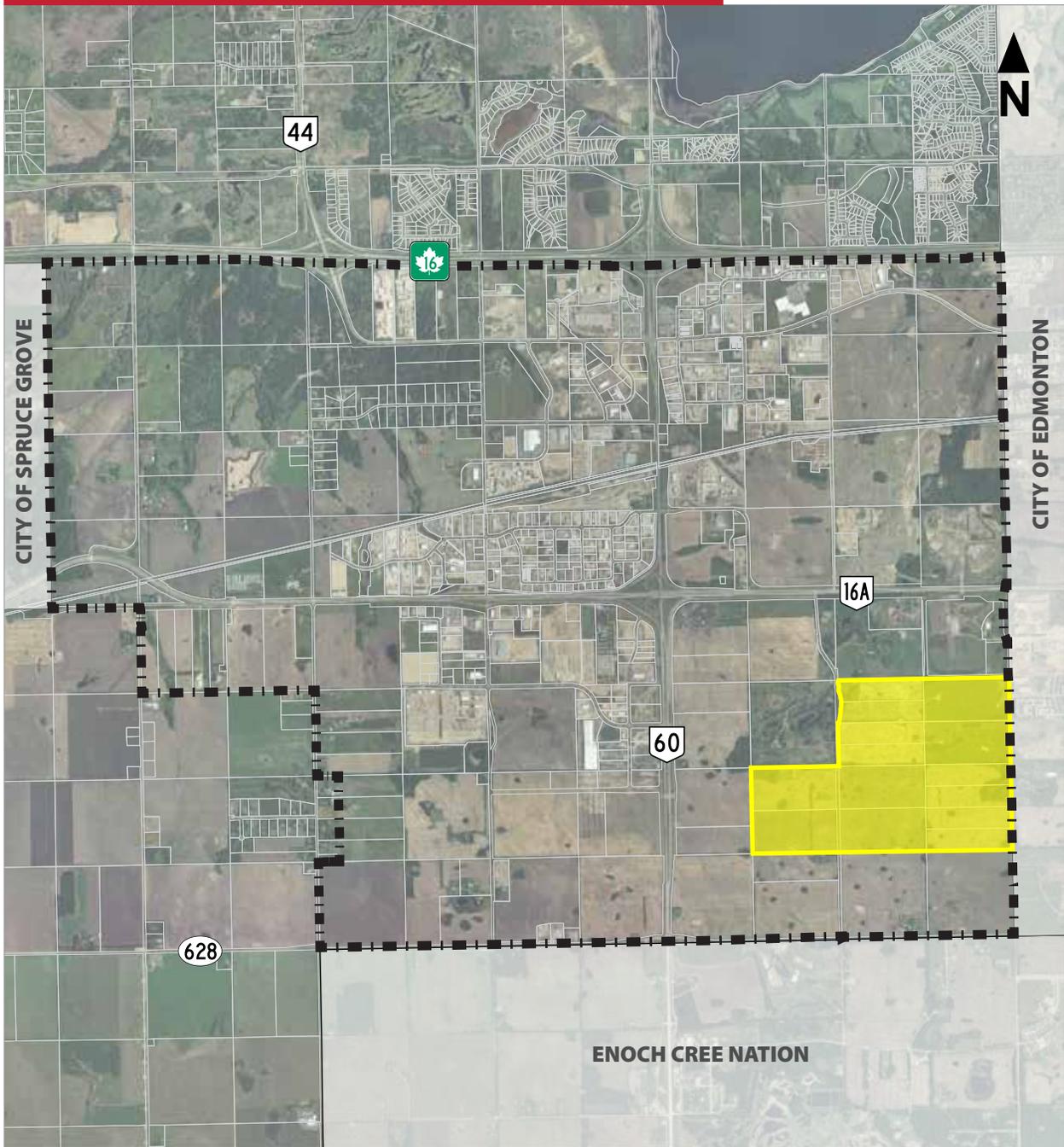
### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## **APPENDIX E – BOUNDARY MAP**

Appendix E – Boundary Map is attached hereto which displays the Acheson ASP Boundary & Agriculture Area B.

MAP | Acheson ASP Boundary & Agriculture Area B



Legend

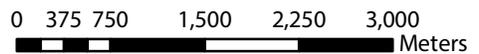


Area Structure Plan Boundary



Special Study Area - Agriculture Area B

(Approximately 5 quarters)



1:60,000