
County of Northern Lights

and the



Municipal District of Peace #135

and the



Town of Peace River



RFP # TPR2019006

Intermunicipal Collaboration Framework
Facilitator

1 Introduction

The County of Northern Lights, Municipal District of Peace #135 and Town of Peace River are cooperatively issuing this RFP for an Intermunicipal Collaboration Framework Facilitator, with the intent of joint evaluations and the selection of Contractor to provide facilitator services.

This Request for Proposal (RFP) has been posted on the Town of Peace River web site for your convenience at www.peaceriver.ca/tenders/ and the Province of Alberta Purchasing Connection website.

Addenda and attachments are posted if issued. It is the firm's responsibility to ensure that the entire RFP and associated links, in its latest version, is reviewed prior to due date of a proposal. To receive a hard copy of the RFP or addenda, please contact Katelyn Martineau, at (780) 624-2574 or email kmartineau@peaceriver.ca.

The County of Northern Lights, Municipal District of Peace #135 and Town of Peace River wish to prepare an Intermunicipal Collaboration Framework (ICF) as per the requirement of the Municipal Government Act. The three municipalities are looking for a contractor to act in the role of facilitator for the ICF creation process which should produce three separate agreements between the following parties:

- an ICF agreement between County of Northern Lights and Municipal District of Peace #135,
- an ICF agreement between County of Northern Lights and Town of Peace River, and
- an ICF agreement between Municipal District of Peace #135 and Town of Peace River.

It is expected that the contractor will have familiarity with the ICF requirement and the proper processes for creating such. The contractor will work with the elected Councils and Senior Administrative staff of the respective municipalities to facilitate the process. The goal of the exercise is consensus between the parties. Implementation of the ICF details is not within the scope of this proposal.

To assist municipalities in the mediation process, Municipal Dispute Resolution Services (MDRS) has developed a roster of private sector mediators and arbitrators with the assistance of representatives from the Alberta Urban Municipalities Association, the Rural Municipalities of Alberta, the Local Government Administration Association, the Alberta Rural Municipal Administrators' Association, and the Alberta Arbitration and Mediation Society.

The roster is not a certification of competency or a credentialing process. It is designed to provide municipalities with a list of mediators and arbitrators who have relevant training and experience and who have expressed an interest in intermunicipal mediation and/or arbitration.

The Town of Peace River, with assistance and oversight from County of Northern Lights and Municipal District of Peace #135, is acting as the lead municipality in terms of the procurement process. The Contractor will be issued a purchase order from the Town of Peace River, and invoices will be submitted and payments processed through the Town. The management of the contract will be jointly done by the municipalities.

It is not the intent of this RFP to completely describe all aspects of the requirement for an ICF Facilitator. Descriptions of the services outlined within this RFP are to insure that the overall goal of the three municipalities is achieved. This RFP therefore, serves only as a guideline to solicit proposals from qualified proponents. For ease of reference, each firm or individual receiving this RFP is referred to as a “proponent” and the firm or individual selected to provide services for the municipalities is referred to as the “contractor.” This RFP states the instructions for submitting proposals, the procedure and criteria by which a contractor may be selected, and the contractual terms by which the municipalities propose to govern the relationship between it and the Contractor.

2 Definitions

- 2.1 The following terms used in the RFP documents shall be construed as follows:
- 2.1.1 “CNL” means the County of Northern Lights.
 - 2.1.2 “Contractor” means the firm or individual selected to provide services for the municipalities, as identified on the Municipal Affairs Municipal Dispute Resolution Services page here: <https://www.alberta.ca/mediator-and-arbitrator-rosters.aspx>
 - 2.1.3 “Council” shall mean the respective County of Northern Lights, Municipal District of Peace #135 and Town of Peace River, the governing boards of the municipalities.
 - 2.1.4 “Counties” means County of Northern Lights and Municipal District of Peace #135.
 - 2.1.5 “County” means either County of Northern Lights and/or Municipal District of Peace #135.
 - 2.1.6 “MD135” means the Municipal District of Peace #135.
 - 2.1.7 “May” indicates something that is not mandatory, but permissible.
 - 2.1.8 “Municipalities” means the County of Northern Lights, Municipal District of Peace #135 and Town of Peace River.
 - 2.1.9 “Must/Shall” indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive, and not be considered for award.
 - 2.1.10 “Proponent” means the person/company making the proposal.
 - 2.1.11 “Proposal” means the proposal submitted by the proponent in response to this RFP.
 - 2.1.12 “Review Panel” is an independent committee established by the municipalities to review, evaluate, and score the proposals, and to recommend award to the proposer that submitted the proposal determined by the committee to be in the best interest of the municipalities.
 - 2.1.13 “RFP” means the request for proposal document (this document).
 - 2.1.14 “Should” indicates something that is recommended, but not mandatory. Failure to do what “should” be done will not result in rejection of the proposal.
 - 2.1.15 “Submittal Deadline” shall be the date and time on or before all proposals must be submitted.
 - 2.1.16 “Supplier/Firm/Proposer/Consultant” shall be considered synonymous with the term “proponent”.
 - 2.1.17 “Town” means the Town of Peace River.
 - 2.1.18 “TPR” means the Town of Peace River.
 - 2.1.19 “Work” shall, unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel and all that is required to be done, furnished and performed by the contractor and all other expenditures in connection to complete the work.

3 Project Scope and Details

- 3.1 The proponent will be familiar with the Municipal Government Act requirements for the development of ICFs.
- 3.2 The proponent will provide a proposal inclusive of the time, travel, materials and labour required to facilitate the process.
- 3.3 The location of meetings for the purposes of this project will be in the respective municipal offices of the municipalities.
- 3.4 The project includes meeting with the respective municipalities separately and also collectively. These meetings may be with Administration and/or with Council. Meetings may be during the daytime hours or evening hours.
- 3.5 The project will include assistance in facilitating the details listing of all services provided by all municipalities, determining the appropriateness of sharing services, and allocating costs to the provision of the service by each municipality. Final approvals of identification and allocation of services shall rest with each individual municipality's Council.
- 3.6 If awarded, the contract shall commence on or about June 1, 2019 and:
 - 3.6.1 For the ICF agreement between County of Northern Lights and Municipal District of Peace #135, expire on September 30, 2020 unless completed, terminated, cancelled, extended or negotiated otherwise.
 - 3.6.2 For the ICF agreement between County of Northern Lights and Town of Peace River, expire on December 31, 2019 unless completed, terminated, cancelled, extended or negotiated otherwise.
 - 3.6.3 For the ICF agreement between Municipal District of Peace # 135 and Town of Peace River, expire on December 31, 2019 unless completed, terminated, cancelled, extended or negotiated otherwise.

The attainment of these dates are crucial as ICF's between Counties and Town are required to be completed by March 31, 2020, and ICF's between the Counties are required to be completed by March 31, 2021.

- 3.7 Total project price or hourly pricing is required for the contract term.

4 Items of Consideration

4.1 The Town intends to respond to all inquiries and requests for information but reserves the right to not respond to inquiries.

4.2 All communications and questions for clarification regarding the contents of this RFP shall be forwarded by letter or e-mail to:

Greg Towne, Director of Corporate Services and Economic Development
Town of Peace River
Box 6600
Peace River, AB T8S 1S4
gtowne@peacriver.ca

4.3 All requests for clarification must be received in writing by this individual at least four (4) working days prior to the closing date to allow written clarification to be issued to all respondents. Verbal responses are only binding when confirmed by written addenda.

4.4 Level of Effort

Proponents are advised that although municipal staff will try to be available for interviews throughout the proposal call, the proposal should be all-inclusive, and proponents should not rely on municipal staff resources for any purpose other than reporting and direction.

4.5 Liability for Errors

While the Town has used considerable effort to ensure an accurate representation of information for this RFP, the information supplied is solely a guideline for proponents. The information is not guaranteed to be necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the proponent from forming their own opinions and conclusions with respect to the work in the RFP.

4.6 Prices

All quoted prices shall be in Canadian funds and shall remain firm for the entire contract term and are all inclusive without limitation.

4.7 Acceptance and Rejection of Proposals

This RFP is not an agreement to purchase goods or services. The Town is not bound to enter into a contract with any proponent.

4.8 Privilege

The municipalities reserve the right to:

- 4.8.1 Suspend or cancel the RFP at any time for any reason without penalty.
- 4.8.2 Reject any and all bids or accept any bid or part thereof and may award all or a portion of the work to one or more proponent.
- 4.8.3 Waive any informalities, formalities, technicalities or to reject any or all proposals based on the proponent's lack of proven experience, performance on similar projects or the suitability of proceeding with the execution of the work.
- 4.8.4 In the event that a number of proponents submit bids in substantially the same amount or should proposals be scored equal, the municipalities may, at its discretion, call upon those proponents to submit further bids.
- 4.8.5 No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the municipalities or otherwise, which are inconsistent with the provisions contained herein.

4.9 Adjustments & Withdrawal

No adjustments will be allowed to submitted proposals. Proposals, however, may be withdrawn prior to the closing date and time for the submission of proposals.

4.10 Freedom of Information and Protection of Privacy Act (FOIPP)

The contents of the proposals are subject to the FOIPP Act. The Town will attempt to keep confidential, to the best of its ability anything within the proposal that may be considered proprietary or a trade secret of the proponent. The Town has sole discretion in determining whether any part(s) of the Proponent proposal contain information that is exempt from the FOIPP legislation.

5 Submission and Evaluation

5.1 Submission of Proposal

5.1.1 For evaluation purposes, four (4) hardcopies (one of which should be unbound) or electronic (pdf format) of your Proposal should be received by the Town by **2:00 pm local time, Thursday, May 9, 2019** (the "Submittal Deadline"). Facsimile transmissions will not be accepted.

5.1.2 Email submissions may be sent to purchasing@peaceriver.ca. It is the responsibility of the Proponent to ensure or request confirmation of receipt of email.

5.1.3 The Town shall receive hard copies (by mail or by hand) for deposit in the Tender Box until the RFP opening.

If delivered by mail:

Town of Peace River

Re: RFP TPR2019006 - Intermunicipal Collaboration Framework Facilitator

Box 6600

Peace River, AB T8S 1S4

If delivered by hand:

Town of Peace River

Re: RFP TPR2019006 - Intermunicipal Collaboration Framework Facilitator

9911 – 100 St

Peace River, AB T8S 1S4

5.1.4 Proponents are encouraged to follow up with the Town to ensure that their RFP has arrived successfully. The Town will not be liable for any delay for any reason including mail or courier delivery, technological delays, spam filters, firewalls, file size limitations etc.

5.1.5 Proposals will be opened in public in the Town Hall, 9911 100 St, Peace River AB commencing at 2:05 pm on May 9, 2019. The opening of proposals at that time is to publicly record receipt of them. Details of the submissions will not be publicly disclosed.

5.1.6 Late proposals shall be returned unopened.

5.2 Evaluation Procedure

5.2.1 All proposals will be evaluated by a Review Panel for completeness and suitability for the requirements. Proponents will be contacted, if necessary, to clarify any major items in question. Based on the analysis of the Proposals, a ranking of proponents will be established. Proposals will be ranked on their ability to meet the present and future needs of the municipalities and ranked on the basis as set out in Section 6. A short-list of proponents will be finalized and interviews may be required at the discretion of the Review Panel to assist in its evaluations. A “contractor” will be selected and will be recommended to Town Council.

5.2.2 Evaluation of Proposals

Award of contract shall be based on the following criteria:

Item	Score
Compliance by the Bidder with the Request for Proposal Identified on the Municipal Affairs MDRS webpage	pass/fail
Corporate Profile and Comparable Work Experience	10%
References	10%
Process and Delivery	20%
Determination of Success	20%
Value Added	10%
Financial Considerations	30%

5.2.3 Acceptance

Your response will indicate your acceptance to the conditions outlined in this Request for Proposal.

5.3 Schedule

5.3.1 This Request for Proposal process will be governed by the following timetable of events.

Although the municipalities will attempt to meet all dates, it specifically reserves the right to modify any date(s) at its sole discretion by notifying all proponents on our website at www.peaceriver.ca/tenders/ or in writing at the addresses noted in the Proposals submitted to the Town.

Item	Date
Availability of RFP	April 11, 2019
Proposal Submission by 2:00 pm	May 9, 2019
Submission Evaluations	by May 15, 2019
Presentations to Review Panel (if required)	by May 22, 2019
Approval of Contractor	by May 28, 2019

Proposal Submission Format and Content

Proponents are required to submit the following information which will be used in the evaluation of proposals, as identified in section 5.2; proponents should respond to each of the items listed to ensure that their proposals receive full evaluation consideration. Proponents must submit Appendix A as the first page of their submission.

6.1 Corporate Profile and Comparable Work Experience

Proponents are to provide a brief summary of their corporate profile and experience with similar municipal / institutional entities and type of work as identified in the RFP. Also include the estimated time expected for such a project including number and type of meetings.

6.2 References

Proponents shall be competent and capable of performing the work. Contracts or references listed below should, to the best of the ability of the proponent be similar in size and/or nature to this proposal.

6.3 Process and Delivery

Please describe the processes and techniques that your firm may utilize to facilitate an ICF process, including processes used in prior facilitation or new theories that may be used.

6.4 Determination of Success

Please describe, as a facilitator, how a successful facilitation process is defined.

6.5 Value Added

Please provide any information on what makes your firm innovative; what gives you a competitive advantage; and what other services your firm may be able to provide that would assist or be of benefit to the municipalities.

6.6 Financial Considerations

All rates shall be quoted in Canadian dollars and are inclusive without limitation for wages, benefits, fuel, tools, mobilization and demobilization, supervision, insurance, licences, permits, overhead and profit and all other requirements necessary for the commencement and performance of the work. **GST should not be included in any prices** but must be shown separately on any invoicing.

Proponents should clearly state if they intend to charge an hourly rate to fulfil the contract or are prepared to charge a flat rate. Other charges such as travel, accommodations, meals, materials or supplies should also be identified, as applicable.

Proponents should state the expected number of hours needed to fulfil the contract.

Appendix A

Proposal Submission Form

Appendix A must be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this request for proposal. Please have this page as the first page of the proposal.

We hereby submit our proposal for the Intermunicipal Collaboration Framework Facilitation Contract.

We have carefully read and examined the request for proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any contract resulting from this proposal.

Name
Address
Telephone No
Fax No
Email
Name and Title
Signature
Date