



TOWN OF
PEACE RIVER
ALBERTA

TOWN OF PEACE RIVER REQUEST FOR PROPOSALS (RFP)

Organizational & Compensation Review

ISSUE DATE:

January 7, 2021

OVERVIEW

The Town of Peace River (“Town”) is seeking proposals from qualified professional consulting firms to conduct an Organizational and Compensation Review with other similar municipalities. The review will be an objective evaluation of the current organizational structure and compensation levels as they relate to current municipal services and operations.

An Organizational & Compensation Review will provide the information needed by Council to make informed decisions while ensuring that the right positions are in place to meet our current service levels and that those positions are being compensated appropriately.

In this Request for Proposal (“RFP”), entities that submit Proposals are referred to as “Proponents” and the entity that is selected in accordance with this RFP is referred to as the “Successful Proponent”.

CLOSING DATE AND TIME

The Town will accept receipt of written Proposals until **Friday, January 21, 2022, at 2:00 p.m.** local time.

Notwithstanding any other provision of this RFP, this RFP is not an offer to enter into either a bidding contract (often referred to as “Contract A”) or a contract to carry out the Contract (often referred to as “Contract B”). Neither this RFP nor the submission of a Proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the Town, nor shall it create any legal rights or duties applied to a formal “Contract A” bidding procurement process. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Town until the successful negotiation and execution of a written contract with the Successful Proponent.

CLOSING LOCATION

9911-100 Street, Peace River, AB T8S 1S4

CONTACT INFORMATION

Christopher J Parker, CAO

Town of Peace River

P.O. Box 6600,

9911-100 Street Peace River, AB T8S 1S4

Phone: (780) 624-2574 Ext. 1011

Email: cparker@peacriver.ca

Digital email submissions will be used for this RFP. All digital submissions shall be emailed to cao@peacriver.ca no later than 1 hour prior to tender close to ensure proper receipt. Emails shall be marked in the subject line **“Town of Peace River Organizational & Compensation Review RFP Submission”**

PART A

1.0 INTRODUCTION AND BACKGROUND

- 1.1 The Town of Peace River invites proposals from qualified consulting firms for the completion of an Organizational & Compensation Review. The Review will be an objective evaluation of the current organizational structure and compensation levels as they related to current municipal services and operations as identified within the Scope of Work.
- 1.2 The Town of Peace River is located 486 km north-west of Edmonton, and 195 km north-east of Grande Prairie. It is the second largest populated center in north-western Alberta (approximate population of 6,850) and functions as a thriving regional service hub and trade center. The beauty of the natural valley and hills offers the ideal setting for photographers and outdoor enthusiasts, while a wide range of businesses, shopping, dining, and lounges are plentiful throughout the community. Hiking, cycling, and walking trails are featured throughout Town, and campers enjoy an abundance of outdoor facilities, with others just a few minutes' drive from Town, as well as picnic areas, interpretative trails, 9 and 18 hole golf courses, secluded fishing spots and much more. For additional information, please visit our website at www.peaceriver.ca
- 1.3 Peace River's economic history has generally followed the same resource and/or wage based boom and bust cycle as many other northern communities. The town was historically founded on rail, lumber, and the oil industry with these industries having suffered declines in workforce and/or times of difficulty leading to rising and shrinking population and, indirectly, revenues for the Town. Key to the Town's relationship with our three (3) major employers is that there is little or no property tax revenue generated by any of these. This, combined with our already minimal commercial tax base, leaves the largest burden of the taxation levy on the shoulders of individual homeowners.
- 1.4 The Town of Peace River has an annual operating budget of approximately \$ 26.75 million with 9% of that dedicated to a regional policing services model. The annual capital budget for Peace River was approximately \$5.8 million in 2021. This was largely due to successful infrastructure granting programs.
- 1.5 Like many communities in Northern Alberta, Peace River has experienced a decline in population in recent years and although there are younger people entering the workforce, the community is also faced with an increasing aging population.
- 1.6 The Municipality aims to provide a high level of service which residents, visitors, businesses, and customers need and expect while, at the same time, striving to meet day- to-day requirements and working towards community renewal through the planning process.

- 1.7 Municipal Council and Staff are committed to building a focused, responsive, customer service focused, resource- conscious and results-oriented organization. The Council and Administration of the Town of Peace River have experienced much change and transition in the past few years, including, but not limited to, staff turnover, increasingly limited resources, evolving regulatory standards, increased need for accountability and increased public expectations for efficient service delivery. Attracting and retaining qualified staff in a “remote” Northern community is proving to be more difficult. The aforementioned variables have necessitated this Organizational and Compensation Review.

2.0 SCOPE OF WORK

- 2.1 The Successful Proponent, with assistance from and coordination with the Senior Management Team and HR, will develop and facilitate a process to produce the following deliverables:

- 2.1.1 Organizational Structure

- 2.1.1.1 Review of the current organizational chart and provide justification for any changes based on current service levels;
- 2.1.1.2 Provide recommendations to job descriptions in accordance with the new organizational chart, if applicable;
- 2.1.1.3 Recommendations on implementation of the plan over the next 3 years); and
- 2.1.1.4 Identification and elimination of duplication and overlap of responsibilities within Town Departments.

- 2.1.2 Compensation Review

- 2.1.2.1 Review of the current municipal staff compensation, including pension and benefits) for all employees and provide any recommended adjustments;
- 2.1.2.2 Recommend a process to evaluate ongoing and new positions and corresponding compensation; and
- 2.1.2.3 Recommended strategies to increase and or improve retentions and attraction of employees.

- 2.2 The Final Report is to be provided to the CAO **no later than March 8, 2022**. This Report shall consist of:

- 2.2.1 An analysis of potential impacts on the current Organizational Structure;
- 2.2.2 An analysis of potential Compensation impacts to the Municipality; and
- 2.2.3 Provision of a written Final Report summarizing the results of the review incorporating findings, analyses, conclusions, and recommendations for practical, achievable, and realistic alternative options/structures (including

detailed implementation and/or phasing plans – immediate, short-term, medium-term, and long-term).

- 2.3 Three (3) paper copies and one (1) electronic copy (PDF) shall be provided to the CAO by March 8th, 2022. In addition, if applicable, the Successful Proponent shall provide all presentations and materials in a form acceptable to the CAO.
- 2.4 If requested, the Successful Proponent shall appear before Council to present the final report.
- 2.5 Produce the deliverables listed in the previous section with a view of maximizing innovation, efficiency, effectiveness, beneficial risk taking, adaptability and accountability.
- 2.6 The Successful Proponent will:
 - 2.6.1 Engage with Municipal Staff to gather views of current services provided;
 - 2.6.2 Assess the current staffing structure in relation to municipal goals, core services including current service levels, trends, leading practices, legislation and By-Law and Policy requirements with recommended changes to the organizational structure, staffing levels, job titles and job descriptions, where warranted to improve the organization;
 - 2.6.3 Review departmental functions in terms of workflow and alignment;
 - 2.6.4 Review and evaluate the present utilization and adequacy of human resources within the Municipality; and
 - 2.6.5 Assess current compensation as it relates to current, new, or changing positions.
- 2.7 This Organizational and Compensation Review and evaluation will be based on utilizing and effectively allocating the knowledge and expertise of staff. Further, over time, the organizational structure and work processes should foster a more efficient and effective delivery of services.
- 2.8 The recommended strategies and implementation plans provided must be fiscally responsible and mindful of the resource and staffing capacity limitations of the Town.

3.0 AREAS TO BE REVIEWED

- 3.1 The basic components of the Organizational and Compensation Review will include:
 - 3.1.1 General Government Administration (HR, Communications and Council);
 - 3.1.2 Engineering and Infrastructure (Public Works, cemetery, planning and development, engineering, public sanitation, and water/wastewater);
 - 3.1.3 Community Services (Recreation, FCSS, and Museum); and
 - 3.1.4 Corporate Services (Fire, By-law, Peace Officer, Finance).

4.0 RESOURCES

4.1 The following resources may assist potential Proponents in the bidding process.

4.1.1 Peace River Strategic Plan (2017)

4.1.2 Peace River Budget and Resources 2021

2021 Budget

4.1.3 2021 Organizational Chart (Appendix A)

The following supplemental information will be provided to the successful proponent.

4.1.4 Salary Grids

4.1.5 Collective Agreement

4.1.6 Encompassing Visions

4.1.7 Departmental Task Tables

5.0 DURATION

5.1 It is anticipated that the Organizational and Compensation Review will be completed by **March 8, 2022**, to assist in the development of Council's next strategic plan.

6.0 INSURANCE AND INDEMNIFICATION

6.1 The Successful Proponent shall, at its own expense, obtain and maintain until the termination of the contract and provide the Town with evidence of comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000.) dollars and shall include the Town as an "Additional Insured" with respect to the Proponent's operations, acts and omissions relating to its obligations under this Agreement, such policy to include personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, cross-liability and severability of interest clauses;

6.2 The Successful Proponent shall not commence work until such time as evidence of insurance has been filed with, and approved by, the CAO. The Successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

6.3 The Successful Proponent shall indemnify the Town, its Councillors, employees, and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings which may arise, directly or indirectly, as a result of the negligent, or wrongful acts, or omissions, of the Successful Proponent, its employees and/or agents in the performance, or purported performance, of any of its obligations under the Contract, whether or not such claims are initiated by third parties or arise between the parties.

7.0 SAFETY

7.1 The Successful Proponent shall comply with Provincial and local statutes; in particular the Occupational Health & Safety Act and Regulations.

8.0 FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT

8.1 Definitions

- 8.1.1 Contract is the process by which a public body enters into a contract enforceable in law where a legal obligation is defined between the government and another party or parties.
- 8.1.2 Control means that the public body has the authority to manage the record including restricting, regulating, and administering its use, disclosure and disposition. A public body will often exert control over records created under a contract even though the records may be in the possession of the Consultant.
- 8.1.3 Custody means that the record is in the possession of the public body and the public body has a right to deal with the record and some responsibility for its care. It may be important for a public body to ensure continuity of custody over a record to meet legal requirements or to state clearly in a contract that this custody is being transferred to another party.
- 8.1.4 Personal Information is defined in Section 1 (1) (n) of the FOIP Act as recorded information about an identifiable individual.
- 8.1.5 Record is defined in Section 1(1)(q) of the FOIP Act as "recorded information in any form, and includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records."
- 8.1.6 Transitory Record means a record (as defined above) containing information of temporary value, which does not have some future administrative, financial, legal, research, or historical value to the government. This would include such information as duplicate records, draft documents, working materials, publications, blank forms, and temporary notes that do not have long-term value.

8.2 Complying with FOIP

- 8.2.1 The Consultant acknowledges that the Freedom of Information and Protection of Privacy Act applies to all information and records relating to, or obtained, created or collected under this Contract.

- 8.2.2 All documents submitted to the Town of Peace River are governed by access and privacy provisions of the Freedom of Information and Protection of Privacy Act. While this Act allows persons a right of access to records in the Town of Peace River's custody or control, it also prohibits the Town of Peace River from disclosing your personal information or confidential business information. This prohibition takes effect if disclosure would be significantly harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in Sections 15 and 16 of the Act. Consultants are encouraged to identify those portions of their submissions which they are submitting in confidence and which, if revealed, would harm the business interests of the company.

8.3 Responding to FOIP Requests

- 8.3.1 Notwithstanding the termination or expiry of this Agreement, the Consultant acknowledges that information and records compiled or created under this Agreement which are in the custody of the Consultant are subject to the Freedom of Information and Protection of Privacy Act. If a request is received for any of these records, the Consultant shall forward the information and records, at the Consultant's expense, to the Town within fifteen (15) calendar days of official notification by the Town.

8.4 Transfer of Records and Conditions of Management

- 8.4.1 The Town shall furnish to the Consultant such information in its possession reasonably required for the proper performance of the obligations of the Consultant, and shall, in every way provide such cooperation as is reasonable in order for the Consultant to be able to perform the Services.
- 8.4.2 Except as otherwise agreed to in writing by the Town, upon completion or termination of this Agreement, all data, documents, surveys, plans, reports, results of tests, design notes and calculations, examinations, analyses and other information acquired or produced in connection with or as a result of the performance of the Services and paid for by the Town become the sole property of the Town without further compensation or payment to the Consultant, and the Consultant shall transfer possession of the data and other mentioned matters to the Town.

8.5 Segregation of Records

- 8.5.1 The Consultant must keep separate from all its other records and databases all personal information transferred to it by The Town of Peace River or collected or compiled under this contract.

8.6 Ownership of Records

- 8.6.1 The Consultant acknowledges that all (or specific) documents, surveys, plans, reports, examinations, analysis, master plates for a final report, and any and all other materials related to the services provided under this Contract are the property of the Town of Peace River. They must be given to the Town of Peace River immediately upon request or when the contract ends, whichever occurs first.

8.7 Records Retention

- 8.7.1 The records required to be created, obtained and maintained for the Town of Peace River under this contract become and remain the property of the Town of Peace River and are to be delivered to the Town at the Consultant's expense.
- 8.7.2 Transitory records as defined under this contract may be disposed of when they are no longer required, unless the Town of Peace River advises the Consultant to retain certain transitory records because a FOIP request has been received. Destruction must be done according to all rules and regulations, which are now or may hereafter be established by the Government of Alberta.

8.8 Offences and Penalties

- 8.8.1 The Consultant acknowledges that Section 86 of the Freedom of Information and Protection of Privacy Act specifies that a person who:
 - 8.8.1.1 request for access to records; or
 - 8.8.1.2 willfully collects, uses or discloses personal information in violation of Part 2 of the Act or gains or attempts to gain access to such personal information in violation of the Act;
 - 8.8.1.3 is guilty of an offence and is liable to a fine or not more than \$10,000.00.

8.9 Responsibilities of Employees and Agents

- 8.9.1 The Consultant agrees to notify each employee, officer and other person who may see or obtain access to the personal information of the duties and

obligations established by Part 2 of the Freedom of Information and Protection of Privacy Act and any specific processes and duties specified in the contract.

8.9.2 The Consultant is responsible for ensuring the complete compliance of its employees and agents with all terms and conditions related to protection of privacy. In the event that the Consultant becomes aware of a breach of any of these terms of conditions, it must notify the Town of Peace River immediately in writing and take all reasonable measures to prevent any further breaches of these terms or conditions.

8.10 Collection of Personal Information

8.10.1 The Consultant may not collect personal information pursuant to this contract, for the public body, unless the collection is authorized under the contract or the public body authorizes the collection.

8.10.2 Where personal information is collected for the Town of Peace River the Consultant must collect it directly from the individual the information is about and must inform the individual of:

8.10.2.1 The purpose for which the information is being collected; and

8.10.2.2 The specific legal authority for the collection; and

8.10.2.3 The title, business address and business telephone number of an officer or employee of the public body who can answer the individuals questions about the collection.

8.11 Accuracy and Completeness

8.11.1 The Consultant, its employees and agents will make every reasonable effort to ensure that personal information that is or is to be used to make a decision that directly affects an individual is both complete and accurate.

8.12 Correction

8.12.1 The Consultant acknowledges that individuals or their representatives have the right to request the Minister to correct personal information that the Consultant, its employees and agents may have either received from the public body or collected or compiled about an individual. The Consultant must undertake to make any corrections or annotation required by the Minister within five (5) working days of receiving notice and direction to do so by the Town of Peace River.

8.13 Protection of Personal Information

8.13.1 The Consultant must protect personal information in its custody by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal of personal information. Specific measures include (state specific measures for physical, personnel and information technology security).

8.14 Use and Disclosure of Personal Information

8.14.1 The Consultant must ensure that no use or disclosure may be made of the personal information obtained by or provided to the Consultant for any purpose other than what is needed to carry out this contract unless the Consultant has received the prior express written authorization for doing so from The Town of Peace River.

8.15 Hold Harmless

8.15.1 The Consultant agrees to hold harmless the Town of Peace River from any and all third party claims, demands, or actions for which the Consultant is legally responsible, including those arising out of negligence, willful harm, or crimes by the Consultant or the Consultant's employees or agents. This hold harmless shall survive this Agreement.

PART B

1.0 INFORMATION TO PROPONENTS

- 1.1 Proposals received by the Town later than the specified closing time will not be accepted.
- 1.2 A Proponent who has submitted a Proposal may submit a further Proposal or amendment at any time up to the official closing time. The last Proposal or amendment to a proposal received shall supersede and invalidate all Proposals previously submitted by that Proponent as it applies to this RFP.
- 1.3 Verbal, telephone, telegram or electronically transmitted facsimile Proposals will not be accepted or acknowledged.
- 1.4 A Proponent may withdraw a submitted Proposal at any time up to the official closing time by a letter bearing a signature and/or seal as in the original Proposal. Withdrawal requests received after the closing time will not be permitted.
- 1.5 In the event that only one Proposal is received at time of closing, the CAO will either open or reject the Proposal.
- 1.6 Proposals are irrevocable for a period of sixty (60) days from date of RFP closing date.
- 1.7 The acceptance and award of the Contract and execution of an agreement or contract may be subject to approval by the Council of the Town of Peace River.
- 1.8 Questions on any part of this RFP must be referred to Christopher J Parker, CAO.
- 1.9 The services of the Successful Proponent shall be performed to the satisfaction of the Town according to the details and Scope of Work as outlined in the Request for Proposals and for the amount agreed upon by the Parties. No additional monies shall be paid to the Successful Proponent for any additional work for which prior authorization has not been given in writing.
- 1.10 All documents generated through this project, electronic or otherwise, are the property of the Town of Peace River.
- 1.11 The intent of this Request for Proposals is to receive proposals from Consultants for the performance of the Work as detailed in the Request for Proposal Documents.
- 1.12 The Town shall not be liable for any cost of preparation and/or presentation of any or part of the Proposal submissions.

2.0 INSTRUCTION FOR PROPONENTS

2.1 Requirements for Proponents

2.1.1 A complete Proposal shall include the following documents:

2.1.1.1 Schedule "A" - RFP Information; and

2.1.1.2 Schedule "B" - Letter of Acknowledgement

2.2 The Consultant is responsible for ensuring that:

2.2.1 It is in possession of all Request for Proposal Documents;

2.2.2 The Request for Proposal Documents have been carefully examined;

2.2.3 It is satisfied as to the nature and location of the Work; and

2.2.4 Acknowledgement of any issued addenda.

2.3 The above documents must be emailed to cao@peacriver.ca and marked in the subject line "Town of Peace River Organizational & Compensation Review RFP Submission".

2.4 Requirements at time of execution

2.4.1 Subject to an award of the Contract, the Successful Proponent is required to submit the following documentation in a form satisfactory to the Town for execution within ten (10) working days after being notified to do so in writing:

2.4.1.1 Insurance Documents (or can be included in the submission bid); and

2.4.1.2 If the Successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the Town reserves the right to accept any other Proposal, cancel this RFP and issue a new RFP, or carry out the work in any way as the Town may, at its sole discretion, deem best.

2.5 Contact person

2.5.1 Additional information or clarification of any of the instructions or information contained herein may be obtained from Christopher J Parker, CAO, at (780) 624-2574 Ext. 1011, or by email at cparker@peacriver.ca.

2.6 Taxes and funds

2.6.1 All prices indicated in Proposals shall be quoted in Canadian Dollars. Goods and Services Tax (GST) must be shown separately from the price submitted in the Proponent's Proposal.

2.7 Submission conditions

2.7.1 The firm must be registered to conduct business in Alberta;

2.7.2 No payment will be provided for the preparation and submission of Proposals;

2.7.3 Final selection will be based upon an assessment of the merits of the Proposals submitted;

2.7.4 The Town of Peace River reserves the right to refuse the lowest or any proposal; and

2.7.5 Should a Proponent find discrepancies or omissions from the RFP prior to the

closing date, the Town of Peace River is to be contacted as soon as possible.

2.8 Proposal evaluation

- 2.8.1 The Town reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. The Town reserves the right to accept a Proposal other than the lowest Proposal without stating reasons. By the act of submitting its Proposal, the Contractor waives any right to contest in any proceedings or action the right of the Town to award the Work to any party in its sole and unfettered discretion.
- 2.8.2 Proposals will be reviewed using a quality based evaluation process. The evaluation team will evaluate each proposal based on the documentation requested herein, utilizing criteria, which includes, but is not limited to, the following:
- 2.8.2.1 Previous Experience with compatible work - breadth and depth of the Proponent's experience in Comprehensive Service Delivery Reviews, including two recent examples;
 - 2.8.2.2 Time Line and milestones for the completion of work;
 - 2.8.2.3 Proposed Format of Comprehensive Service Delivery Review and Final Report;
 - 2.8.2.4 Knowledge and skills of the Proponent team, including:
 - 2.8.2.4.1 Understanding of Municipal service delivery and potential solutions in a small Municipality in Northern Alberta;
 - 2.8.2.4.2 Names, positions, and experience of the partner(s) and/or other staff members to be assigned to this project;
 - 2.8.2.4.3 Experience working with Municipalities of our size;
 - 2.8.2.4.4 Price (indicate taxes separately); and,
 - 2.8.2.4.5 Presentation of Proponent's proposal.

2.9 Without limiting the generality of the foregoing, the Town will use the following criteria weighting in making its selection:

EVALUATION CATEGORY	CATEGORY SCORE (1-10)	CATEGORY WEIGHTING (%)	TOTAL SCORE
People	10	20%	2
Products & Deliverables	10	10%	1
Service Comprehension	10	10%	1
Experience	10	20%	2
Schedule	10	10%	1
Innovation	10	10%	1
Pricing	10	20%	2
TOTAL SCORE			10

1.1 Each evaluation category referenced above has been given a weight to reflect its relative importance in the evaluation.

2.10 The Town reserves the right to:

2.10.1 Accept a proposal without negotiation;

2.10.2 Reject a proposal without negotiation; or

2.10.3 Negotiate changes in the technical or financial content of the successful proposal.