

MUNICIPAL DISTRICT OF BIGHORN NO. 8



Request for Proposals

Facility Needs Assessment and Assessment of Development Sites for Future Municipal Buildings

November 10, 2020

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1. THE PROJECT

1.1 Request for Proposal

The Municipal District of Bighorn #8 (“Bighorn”) is seeking proposals from Qualified Consultants to prepare a facility needs assessment and assess development sites for future municipal buildings. A previous facility needs assessment was completed in 2010 by Marshall Tittermore Architects. A decade has past and a new facility needs study is required. The study will examine the future staffing needs for Bighorn using a 10 to 15 year horizon. As part of the study, the municipal owned properties will need to be assessed to determine the potential for either building redevelopment or new build.

The Corporate Plan for Bighorn, provides direction for the priority of the future development municipal facilities. The sequence of development is as follows:

1. Operations Shop and Storage Compound
2. Administrative Building
3. Library
4. Fire Hall

1.2 Request for Proposal Documents

Hard copies of the Request for Proposal may be obtained from the M.D. of Bighorn offices located at:

No. 2 Heart Mountain Drive
Exshaw, Alberta
T0L 2C0

Digital copies of the Request for Proposal may be downloaded from the M.D. of Bighorn website using the following link:

www.mdbighorn.ca

1.3 Municipal Representative

All inquiries concerning the questions regarding the RFP must be directed to Bighorn prior to the submission date (preferably through e-mail). Depending upon the inquiries, a written submission may be required.

RFP Contact Person:

Robert Ellis
Chief Administrative Officer
P.O. Box 310
No. 2 Heart Mountain Drive
Exshaw, Alberta
T0L 2C0
Email: robert.ellis@mdbighorn.ca

Closing Date and Time

- RFP Closing Date: **December 8, 2020**
- RFP Closing Time: **4:00 p.m. MST**
- Project will be awarded in **January 2021**.

2. INTRODUCTION & BACKGROUND

Bighorn is a large rural municipality in Alberta covering approximately 2,664 square kilometers located west of Calgary. The MD encompasses residential, recreational, agricultural and natural resource lands within its boundaries. For general purposes, the municipality is divided into two areas: Bow Valley Corridor and the Ranchlands.

The Hamlets of Harvie Heights, Dead Man's Flats, Lac Des Arcs and Exshaw are located in the Bow Valley with some 800+ residents. The Bow Valley is dominated by the Bow River and contains major east-west transportation/utility corridors, including the Trans-Canada Highway, Highway 1A, the CPR mainline as well as significant natural gas and power lines.

The Ranchlands consist principally of open ranching and grazing land and heavily forested terrain, containing significant natural gas reserves and processing facilities; the resident population is 500+ and includes the Hamlet of Benchlands.

The Municipality is governed under the Municipal Government Act and is responsible to provide municipal services to the residents of Bighorn. It is governed by a council comprised of a Reeve and four Councillors who provide leadership and establish policies and priorities for the municipal government. Municipal Administration is headed by the Chief Administrative Officer (C.A.O.), whose powers, duties, and functions include overall management of the operations of the municipality, ensuring that the policies, programs and other directions of the council are implemented, and advising and informing council on the operation and affairs of the municipality.

Additional information regarding Bighorn can be found at www.mdbighorn.ca.

3. PURPOSE & SCOPE OF WORK

3.1 Budget

Proponents are asked to provide a quote based on the work outlined in this RFP.

3.2 Scope and Objectives

The purpose of this project is to conduct a building needs assessment and assess potential development sites in which to locate a new operation shop, administrative building and fire hall. The study will examine the future staffing needs for Bighorn using a 10 to 15 year horizon.

As part of the RFP, the following items are required to be addressed:

- A review of Bighorn's current staffing levels, facilities and organizational structure;

- A review of space requirements for rural municipalities with populations of 3,000;
- An analysis of office space and other space requirements for Bighorn's municipal services looking at future needs, service levels and population;
- Functional requirements for office space allocation;
- Preliminary space plans to accommodate future staffing levels;
- Conceptual space planning for proposed building(s);
- Assessment of municipal properties to determine the optimum location(s) to develop future municipal buildings;
- Site planning for the selected property or properties;
- Determine infrastructure requirements to service the municipal facilities; and
- Recommendations for next steps.

3.3 Supporting Documentation

The following information can be reviewed by potential proponents until the closing of this RFP. The successful proponent will receive copies of these documents:

- Dead Man's Area Structure Plan
- Dead Man's Area Redevelopment Plan
- Exshaw Redevelopment Plan
- Horseshoe Lands Area Structure Plan
- Carraig Ridge Area Structure Plan
- Bar C Area Structure Plan
- MD of Bighorn Corporate Plan

3.4 Summary of Deliverables

The project deliverables and meetings defined below are the minimum requirements for execution of the project. Should the Proponent feel that it is desirable to produce additional deliverables then these should be explicitly described in the Proposal. The successful proponent will be required to provide:

- Project Work Plan
- Initial findings of the draft Facility Needs Assessment and Site Assessments Study summarizing findings and recommendations for future development of municipal facilities;
- A preliminary presentation to the CAO and Building Committee;
- Final presentation of CAO and Committee; and
- Final presentation to Council for the Facility Needs Assessment and Site Assessments Study.

Project Work Plan will include meetings between the Proponent, C.A.O and Bighorn staff. For the above deliverables, the Proponent shall allow for a minimum on one (1) week between the date when the deliverable is available for circulation/review and the date of the meeting.

Project Work Plan

- Before commencing the project, the Proponent shall prepare a Project Work Plan, which shall take the form of a detailed description of the steps to be followed to complete the project.
- This plan will indicate the sequencing and staging of tasks, key decision points, the expected completion date for each task to achieve the project deliverables.
- The Project Work Plan shall be delivered to the CAO and Building Committee, and a meeting scheduled for review and approve the work plan prior to commencing work.

3.5 Project Completion

It is expected that the final Facility Needs Assessment and Site Assessment will be delivered to the C.A.O. by June 15, 2021. MD Council will review the Project deliverables at their next available meeting.

4. FORMAT OF PROPOSALS

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, Bighorn requests that Proponents provide detailed information for the itemized list below, and follow the same format and numbering system.

Proponents are asked to provide a reply to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply.

4.1 Proposal Overview

The proposal shall include a cover page referencing the RFP title, a table of contents, and a cover letter.

The cover letter:

- Shall be signed by an authorized person to legally bind the Proponent to the statements made in the Response to this RFP;
- Provides a summary of the services to be provided;
- Provides a general overview of the company, its structure, size and capability to perform the work required;
- Includes the name, telephone, fax and email address of the contact person for the Proposal, the contact person should have the authority to answer questions regarding the Proposal; and

- Includes the name and phone number of a contact person to be notified regarding contractual issues.

4.2 Proponent Experience

This section should specifically highlight recent and relevant project experience that demonstrates the company's suitability to undertake the scope of work. This section should be no more than five (5) pages in length. A minimum of three references relating to relevant project experience should be provided, including contact name and details of the projects.

4.3 Project Team & Experience

The proposal shall clearly identify the proposed team members that will perform the work, and indicate the level of involvement of each team member will contribute to the Project. This section should address team structure and organization, and also demonstrate how the team members identified have the requisite experience to perform the work. Resumes of all team members should be included in an Appendix to the proposal

4.4 Proposed Methodology

The proposal shall clearly describe in detail the proposed methodology, taking into account all requirements of the RFP. This section should address the work effort and team member participation and role in delivering the work. The proposed methodology should also identify any potential options, or changes in the outlined approach that could be advantageous to Bighorn. Any such optional work should be identified specifically, or outlined in a separate section and must include costs

4.5 Work Schedule and Fee

The total proposed cost of the project shall include:

- An all-encompassing fee showing a breakdown of Proponent fees, any and all disbursements, with applicable taxes listed separately, sub-consultants' fee (if applicable), billable rates for staff assigned to this project, or other expenses as required under Scope of Work.
- Work schedule to show cost of each major part and key tasks to complete the project and overall timeline required.

4.6 Project Deliverables

- The Proponent will clearly identify in the proposal, specific project milestones and corresponding deliverables.
- Work Plan
- Summary of Initial Findings
- Final Presentation to Council

- Bighorn requires one (1) digital copy and at least five (5) hard copies of the deliverable documents, being the Facility Needs Assessment and Site Assessment Study.

5. TERMS AND CONDITIONS

5.1 Reservation Rights

The fee will be only one of the determinants for acceptance of a Proposal by Bighorn. The fee proposal will not necessarily be accepted, and Bighorn reserves the right to reject any or all Proposals at its sole and unfettered discretion.

Bighorn also reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in this RFP.

At all times, Bighorn reserves the right to seek written clarifications of a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal and be binding upon the Proponents.

5.2 Disclaimer of Liability and Indemnity

Bighorn, its directors, officers, servants, employees, agents and consultants expressly disclaim any and all liability for representations, warranties (express or implied), errors or omissions in the RFP package or in any written or oral information transmitted or made available at any time to a Proponent or on behalf of Bighorn.

By submitting a Proposal, a Proponent agrees:

- i. To be responsible for conducting its own due diligence on data and information upon which it's Proposal is based.
- ii. That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming.
- iii. That it has gathered all information necessary to perform all of its obligations under its Proposal.
- iv. That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal.
- v. To hold harmless Bighorn, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process.
- vi. That it shall not be entitled to claim against Bighorn, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from Bighorn or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient.

- vii. That Bighorn will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to Bighorn's acceptance or non-acceptance of its Proposal.
- viii. To waive any right to contest in any proceeding, case, action or application, the right of Bighorn to negotiate with any Proponent for the Contract whomever Bighorn deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to Bighorn.

5.3 No Tender and No Contractual Relationship

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

5.4 Discretion of Bighorn

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

Bighorn reserves the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal. Bighorn reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the mandatory requirements.

Selection of the Successful Proponent, if any, is at the sole and unfettered discretion of Bighorn.

Bighorn is not bound to negotiate or grant an interview with any Proponent. Bighorn reserves the right, at its sole and unfettered discretion, to:

- i. Negotiate the specific contractual terms and conditions, including but not limited to the Fee.
- ii. Waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature.
- iii. Negotiate with any or all Proponents.
- iv. Receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies either in a material or non-material manner with the requirements of the RFP.

5.5 Representation and Warranties

Bighorn makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP. Information referenced in this RFP, or otherwise made available by Bighorn or any of its elected officials, officers, employees, agents or advisors as part of the selection process, is provided for the convenience of the Proponent only.

The Proponent is required to immediately bring forth to Bighorn any conflict or error that it may find in the RFP.

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

5.6 Information Disclosure and Confidentiality

All documents submitted to Bighorn will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIPP"). FOIPP allows persons a right of access to records in Bighorn's custody or control. It also prohibits Bighorn from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 15 and 16 of FOIPP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, Bighorn cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under FOIPP.

5.7 Independent Determination

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

5.8 Disqualification

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

5.9 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is taken to have agreed to attorn to the jurisdiction of the Courts of Alberta.

5.10 Appendices and Addenda

The Appendices to this RFP (if applicable) and any subsequent Addenda are incorporated into and form part of this RFP. The information and data contained in the Appendices and

any subsequent Addenda may form the basis upon which the contract will be concluded with Written addenda issued by Bighorn will be the only means of varying, clarifying or otherwise changing any of the information contained in this RFP.

Bighorn reserves the right to issue Addenda up to the RFP Closing date and time. The date set for submitting Proposals may be changed if, in Bighorn's opinion, more time is necessary to enable Proponents to revise their Proposals. Addenda will state any changes to the RFP Closing date and time.

5.11 Review and Interpretation of Proposals

Each Proponent will be solely responsible for examining all the RFP documents, including any Addenda and issues during the RFP period and for independently informing itself with respect to any and all information contained therein, and any and all conditions that may in any way affect the Proposal, before the Proposal is submitted.

Each Proponent will review all RFP documents and will promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.

Any such request must be submitted to Bighorn's representative in writing or electronically, no later than 2:00 p.m. MST., five (5) days before the closing date.

Where such requests result in a change or a clarification to the requirements of the RFP, Bighorn will prepare and issue an Addendum to this RFP.

5.12 Insurance and WCB

The Proponent shall obtain and continuously hold for the term of the Contract, insurance coverage with Bighorn listed as "Additional Named Insured" the minimum limits of not less than those stated below:

- Commercial General Liability – not less than \$5,000,000 per occurrence
- Vehicle Third Party Liability – not less than \$2,000,000 per occurrence
- Error & Omissions Insurance – not less than \$500,000 per occurrence

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of Alberta and must be in good standing during the term of any Contract entered into from this process.

5.13 Conflict of Interest

At no time during the Proposal stage, evaluation stage, after award, or during the preparation of the Scope of Work shall a Bighorn employee or Council Member or appointed Authority, or Committee be in any way connected with the Proponent. Proponents are to include, with their initial Proposal, and at any subsequent time where requested to do so by Bighorn, full details of any employee, person, firm or corporation that could be considered at conflict with Bighorn.

5.14 Proposal Submissions

The Proposal should be labelled with the Proponent's name and RFP title and it should include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

a) Email

If the Proponent chooses to submit by email, the Proponent must submit the Proposal electronically in a single PDF file to Bighorn by email to robert.ellis@mdbighorn.ca on or before the closing date and time.

PDF emailed Proposals are preferred and Bighorn will confirm receipt of emails. If sending large email attachments, the Proponent should phone to confirm receipt. A Proponent bears all risk that Bighorn's equipment functions properly so that Bighorn receives the Proposal on time.

b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent shall submit one original unbound Proposal and one digital copy which must be delivered to:

The M.D. of Bighorn No. 8
Box 310
No. 2 Heart Mountain Drive
Exshaw, Alberta
T0L 2C0
Attention: Chief Rick Lyster
On or before the Closing Time and Date.

Bighorn reserves the right to waive irregularities and to reject any or all bids. Bighorn also reserves the right to negotiate with the selected bidder in the event that the price exceeds available funds.

5.15 Modification of Bids

Modifications to bids already submitted will be allowed if submitted in writing prior to the closing date and time.

5.16 Withdrawal

Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the closing date and time.

5.17 Incomplete Proposals

No proposal shall be altered, amended, or withdrawn after the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While Bighorn has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect to the matters addressed in the RFP.

Bighorn expressly reserves the right to reject or accept any Proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, Bighorn may request clarification where, in the opinion of Bighorn, the Proponent's intent is unclear.

5.18 Opening of Proposals

Proposals will NOT be opened in public. Proposals may be opened by Bighorn at any time after the submission deadline. All proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the proponents best fulfills the needs of Bighorn and this project.

5.19 Acceptance of Proposals & Contract

Each Proposal will be valid for a period of sixty (60) days from the closing date and time for receipt of Proposals. By submission of a proposal, the proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the M.D. Of Bighorn #8. This complete Proposal form, terms, conditions, instructions, specifications and any attachments will become part of a Contract entered into between the successful Proponent and Bighorn.

Bighorn reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proponents or to cancel this Request for Proposals, if it is in the best interests of Bighorn to do so. Bighorn also has the right to accept the proposal that is deemed most advantageous to Bighorn. Bighorn reserves the right to award this Proposal in whole or part and retains sole discretion not to award at all. The decision of the Municipal District of Bighorn #8 shall be final.

5.20 Proposal Evaluation & Selection Criteria

The Evaluation Team which is comprised of the C.A.O., Fire Chief and the Emergency Services Committee will review all proposals with the successful proponent being chosen based on the evaluation format outlined below. Bighorn reserves the right to accept or reject any or all of the Proposals. Proponents that submit proposals will be evaluated based upon the following selection criteria:

CATEGORY	DETAILS	(A) Score 0-5	(B) Weight	(AxB) Weighted Score
Company and Project Team Qualifications	Technical and management capacity and skills of consultant and other team members.		15	
	Quality of consultant work based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work.		10	
	Local knowledge.		5	
	Minimum 3 references relating to project experience, including contact name and project details; past performance appraisals if available.		5	
Methodology	Understanding of project requirements, scope of work and deliverables.		5	
	Detailed methodology in addressing scope of work and deliverables in each component of the plan and requirements for Bighorn.		20	
	Thorough knowledge and experience in preparing facility needs assessment and assessing developability of property for future municipal buildings in rural communities.		5	
	Identify any potential options or changes to outlined approach that could be advantageous to Bighorn.		5	
Project Work Schedule	Format, clarity and quality of proposed work plan and schedule detailed by major part and each key task.		5	
	Realistic timeline and ability to meet deadlines.		5	
	Anticipation of seasonal delays and information feedback requirements.		5	
Fees	Costing of each major part and key task to complete the Project.		5	
	Lowest bid will not necessarily be accepted.		10	

RATING	DESCRIPTION
5	Exceeds Expectations: Proponent clearly understands the requirement. Excellent probability of success.
4	Very Good: Substantial applicability.
2-3	Good: Meets expectations. Proponent demonstrates a good understanding of the requirements. Good probability of success.
1	Fair: Somewhat meets expectations. Minor weakness and/or deficiencies. Fair probability of success.
0	Low: Non-compliant. Response indicates a complete misunderstanding of the requirements. Very low probability of success.

NOTE: A score of Zero (0) on ANY of the Rated Criteria items MAY result in disqualification of a Submission. The highest scoring or any submission will not necessarily be accepted.

Preference will be given to local proposals of acceptable, equivalent quality and readily available services in the event of a tie.

5.21 Unsuccessful Proponents

Bighorn will offer a debriefing to unsuccessful Proponents, on request, at a mutually agreeable time.

5.22 Proponent's Responsibility

It is the responsibility of the Proponent to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call at their own initiative. Bighorn reserves the Right to share, with all Proponents, all questions and answers related to this proposal call. The Proponent will be responsible for:

- Presentations to elected officials as required.
- Printing, collating and distributing materials for meetings as necessary.

5.23 Responsibility of Bighorn

Bighorn will provide the successful Proponent with information available to the municipality that may be required to complete the scope of work and achieve the goals and objectives described herein.

5.24 Ownership of Documents

All documents and materials submitted in response to this RFP shall become the property of Bighorn.

6. Appendix A - Definitions

Throughout the Request for Proposal, the following definitions will be used:

“Bighorn” means the Municipality of Bighorn No.8 located in the Province of Alberta.

“Contract” means any written contract duly executed by Bighorn and the Proponent as a result of an RFP who enters into a Contract with Bighorn;

“must” or **“shall”** means a requirement that must be met in order for a Proposal to receive consideration.

“Proponent” means an individual, firm or a company that submits, or intends to submit, a proposal in response to this RFP;

“Qualified Consultant” means a Proponent possessing the qualifications described in this RFP;

“RFP” means a Request for Proposal for provision of the services described herein;

“should” or means a requirement having a significant degree of importance to the objectives of this RFP.