

Tuesday, November 22, 2022

5:30 PM

McFarland Municipal Center  
Community Room

## AGENDA

You are invited to this meeting through a Zoom webinar. The public may attend in-person or remotely through the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/84935564086>

Or by Telephone: +1 (312) 626-6799

Webinar ID: 849 3556 4086

Press \*9 to raise/lower hand. Press \*6 to mute/unmute.

1. CALL TO ORDER.
2. ROLL CALL.
3. PUBLIC APPEARANCES.
  - a. This is an opportunity for members of the public to address the Committee of the Whole for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Committee about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Committee should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Committee for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to [village.clerk@mcfarland.wi.us](mailto:village.clerk@mcfarland.wi.us) to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.
4. BUSINESS.
  - a. Discussion regarding a draft Request for Proposals for communication planning services.
5. SCHEDULE NEXT MEETING DATE.
  - a. Tuesday, December 13, 2022 at 5:30 pm (as needed)
6. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or [village.clerk@mcfarland.wi.us](mailto:village.clerk@mcfarland.wi.us) by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

  
**VILLAGE OF**  
**McFarland**  
**SUMMARY SHEET**

**MEETING DATE:** Tuesday, November 22, 2022

**SECTION:** Staff Reports

**DEPARTMENT:** Administration

**CONTACT:** Matt Schuenke, Village Administrator, Stephanie Miller, Comm & Technology Director, Cassandra Suettinger, Deputy Administrator/Clerk

**AGENDA ITEM:** Discussion regarding a draft Request for Proposals for communication planning services.

**PREVIOUS ACTION:**

At the November 10, 2022 Village Board meeting, the Board referred discussion of drafting a Communications & Media Relations Consultant RFP.

**ISSUE SUMMARY:**

Attached is a draft Communications and Media Relation Consultant RFP. The RFP is provided as a draft for the Board to work through to provide feedback and build the desired RFP. In addition, sample RFPs from other communities who undertook similar RFPS, are provided in the packet per the Board's request.

**FINANCIAL/BUDGET IMPACT:**

N/A, currently a proposal to issue RFP.

**VILLAGE PLAN REFERENCE:**

N/A

**ORDINANCE REFERENCE:**

N/A

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Recommended for discussion.

**ATTACHMENTS:**

1. Jerke Referral - 10.28.2022- Communications Review
2. Village of McFarland Communications RFP 11.17.2022 - DRAFT
3. Village of Cottage Grove Public Relations RFP
4. Communications and Engagement Consultant (RFP)
5. RFP-No-P200528SI-Consultant-for-a-Communications-and-Engagement-Strategy



Village Board Trustee Referral Form

Requested By Trustee Jerke

Item/Issue Referral

Include background information/issue to be referred.  
Ex: The Bocce League is currently at capacity and unable to accept any more members due to lack of available space.

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item/Issue Referral | Recent Village Board discussions have shined a light on the need for the Village Board to pursue a comprehensive review of the Village's communications, outreach, and community engagement tools, strategies, and plans. Now, the Board needs to determine how it should move forward with a comprehensive review, which should provide recommendations that go into a new Village-wide outreach and engagement plan. |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Action/Referral Request

Insert action requested.  
Ex: I request the issue of adding an additional Bocce Court be referred for recommendation.

|                         |                                                                                                                                                                                                                                                                                      |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Action/Referral Request | I request the Village Board discuss and determine a process that will result in a comprehensive review of Village communications, outreach, and community engagement tools, strategies, and plans that will lead to the creation of a new Village-wide outreach and engagement plan. |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                    |                                                                          |
|----------------------------------------------------|--------------------------------------------------------------------------|
| Request Referral to (Please select all that apply) | <ul style="list-style-type: none"><li>• Committee of the Whole</li></ul> |
|----------------------------------------------------|--------------------------------------------------------------------------|

Attachments/Background Information

Insert relevant websites or attach any additional background information.



## Request For Proposals

### *Communications & Media Relations Consultant*

RFP Issuance Date: December 14, 2022

RFP Due Date: January 6, 2023

*Please Submit to:*

Village of McFarland – Communications RFP  
Attn: Communications and Technology Director  
5915 Milwaukee Street, PO Box 110  
McFarland, WI 53558

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## SECTION 1                      Purpose

A.     **Executive Summary** – The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified Consultants who are interested in providing Communications and Media Relations Services for the Village. The Village government is comprised of seven Village Board members, (one President and six-trustees), all elected at large, and staggered two-year terms. Village Staff is led by a full-time Administrator that reports directly to the Village Board and oversees the day-to-day operations of its many Departments and Employees. Through its Communications and Technology Department the Village provides engagement through its cable channel, online streaming, social media (Facebook, Instagram, and YouTube), website, print/digital newsletter, digital message boards, and other mailers/flyers. The Village wishes to review its communications tools in order to enhance engagement and create improved identifies for these platforms.

B.     **General Purpose** – The purpose of the Request for Proposal is to obtain proposals from qualified Communications & Media Relations consultants. The Village shall review proposals to identify the proposal most advantageous to the Village. We are looking for a qualified provider to provide consultation, and support on the items contained within the scope of work.

## SECTION 2                      History and Background

A.     **General** – The Village is located adjacent to the southeast side of the City of Madison in Dane County. The current population of McFarland is estimated at 9,331 residents. The Village is serviced by US Highway 51 serving as the main connection point between the cities of Madison and Stoughton. The Village’s primary departments include Administration, Community and Economic Development, Communications and Technology, Fire and Rescue, Library, Public Works (including Parks and Utilities), Police, and Senior Outreach Services. More information about the Village is available at [www.mcfarland.wi.us](http://www.mcfarland.wi.us).

## SECTION 3

## Plan Objectives

The work of the Communications & Media Consultant will meet the following objectives in order to partner with the Village to manage its network:

- i. Creative solutions to enhance engagement with citizenry.
- ii. Cost effective and realistic platforms tailored to local government.
- iii. Interconnected communications between the public, elected officials, and staff.
- iv. Meeting the community's expectations for communication from a diverse, equitable, inclusive, and sustainable standpoint.
- v. Consideration for past planning, goals, and objectives as it relates to message conveyance.

## SECTION 4

## Scope of Work

A. The selected consultant will be able to provide communication and media relations consulting services to assist the Village in dealing with on-going issues, as well as developing a Communications & Engagement Plan. The desired services and work include but are not specifically limited to the following: technologies, solutions, and services to keep the Village in line with industry best practices.

1. Ongoing, Issue-Specific, Strategic Communications Support
  - a. Emergency/Crisis – e.g., Police or health/safety emergency, pandemic measures
  - b. Special Event – e.g., ribbon cutting
  - c. Project – e.g., Economic Development Plan
  - d. Others as assigned
2. One-Time Consulting Services
  - a. Analyze the Village's existing public communication platforms and tools. Identify and recommend opportunities for improvement and propose metrics for measuring success.
  - b. Review existing Communications Plan, Comprehensive Plan, Strategic Plan, and/or other related documents as background on the Village.
  - c. Develop a standard strategic communications plan for the Village and Communications department that increase community outreach and engagement that includes metrics for measuring success.
  - d. Provide implementation support to the Communications & Engagement Plan.
  - e. Identify and create a mission statement to align with the Department and Village.
3. Public Input
  - a. Prepare a public input plan through surveys, focus groups, and/or other platform as recommended to gather feedback on Village Communications.
  - b. Feedback gathered should target access as well as quality and quantity of communications provided.

## SECTION 5

## Deliverables

A. In carrying out the Scope of Work detailed within Section 4, the Communications & Media Relationship Consultant must prepare or provide to the Village various Deliverables. “Deliverables” are work products including but not limited to written reviews, recommendations, reports, analysis, and any other task needed by the Provider to fulfill Section 4 of this RFP for the Village. The provider is also responsible for ensuring that work products delivered are successfully completed to the sole satisfaction of the Village. Provider will further agree they have the capabilities to fulfill these deliverables and demonstrate their ability to provide for the Scope of Services.

## SECTION 6

## RFP Submittal Requirements

A. Qualification Details consisting of:

- i. **Cover Letter** – Including, but not limited to a statement of understanding and approach to this project.
- ii. **Experience** – A summary of three to five similar or relevant projects that the applicant has executed within the last ten years. Electronic links to full copies of similar or relevant plans are encouraged. Hard copies of similar or relevant plans are not desired and can be provided electronically.
- iii. **References** – Provide three municipal client references for which the applicant has provided similar services within the last ten years, and which assigned staff member(s) they worked with. Include the name, email, and telephone number of the contact person and a description of services provided to that contact.

B. Technical Proposal consisting of:

- i. **Scope of Work** – A description of the approach to be taken toward completion of each item listed under Section 4 of this RFP, including any draft and final deliverables. An explanation of any variances to the proposed Scope of Work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal or from past project experiences.

- C. Project Management Plan Proposal consisting of:
- i. **Key Personnel** – A list or organizational chart of personnel directly assigned to the project, along with responsibilities on this project and resumes. Clearly illustrate the responsibilities and lines of communication and authority relative to your project management team. Describe your plan to interface with the Village. The Village reserves the right to approve Consultant's project manager, any requested personnel, and/or subcontractor changes during contract.
  - ii. **Quality Control** – Describe quality control measures and processes to ensure the Services rendered are acceptable.
  - iv. **180 Day Onboarding plan** – Provide overview of the plan/roadmap for onboarding your firm's services into day-to-day operations of the Village. Please include an overview of your change management and communication processes and plan for the transition.
  - v. **Supplemental Information** – Any other information deemed necessary to address the requests of this RFP.
- D. Cost and Labor Hours Proposal consisting of:
- i. **Cost** – Outline any/all fixed costs and hourly rates your firm would propose for specific services outlined in the Scope of Services above. Proposal should differentiate from one-time expenditures to review and create plans versus possible ongoing obligations.
  - ii. **Estimated Labor Hours** – A summary of estimated labor hours by task, or phase, that clearly identifies the project team members, their hourly rate, and the number of hours performed by each participant organized by task or phase.
  - iii. **Additional Scope/Fees** – Total fee, hours per employee, and hourly rates by employees, for any additional services not identified as included in the Consultant's base Scope of Work.

E. General requirements consisting of:

- i. **Due Date** – *Responses to the RFP must be received by 4:30 PM CST on Friday, January 6, 2023.* Proposals received late, for any reason, shall not be accepted.
- ii. **Format & Location** – Prospective consultants shall provide one (1) electronic PDF copy. RFP submittals shall be emailed to Communications and Technology Director at [stephanie.miller@mcfarland.wi.us](mailto:stephanie.miller@mcfarland.wi.us), subject: Communications RFP. Alternatively, consultants may submit an electronic PDF copy via a USB flash drive to the Village of McFarland-Communications RFP, Attn: Communications and Technology Director, 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.

## SECTION 7

## Evaluation Criteria

- A. The following criteria will be used to evaluate each proposal submitted:
- i. **Key Personnel (15 points)** – Experience and qualifications relevant to key personnel and their associated project roles and estimated labor hours.
  - ii. **Project Experience (15 points)** – Level of experience completing similar work with local government entities of similar size, structure, and complexity.
  - iii. **Scope of Work (25 points)** – Level of responsiveness and technical approaches to the scope of work outlined within the RFP. Demonstration of knowledge and innovative approaches particular to the desired Scope of Work and Plan Objectives.
  - iv. **Cost Effectiveness (25 points)** – Ability to meet budget/value as related to proposed and additional costs. Hourly rates of key personnel. Estimated total labor hours.
  - v. **Project Schedule (10 points)** – Ability to be responsive in meeting schedule required to complete the plan and deliverables. Quality, clarity and creativity of proposed planning process and public engagement.
  - vi. **Quality of Submittal (10 points)** – Quality, clarity and completeness of submittal package, including identification of draft and final deliverables. Consultants shall not submit verbatim sections of this RFP as their proposal.

## SECTION 8

## Method & Timeline of Selection

A. The Village Administrator, Deputy Administrator/Clerk, and Communications/Technology Director will conduct the evaluation of proposals submitted. This will comprise the RFP Evaluation Team. They will make a recommendation to the Village Board for action. The following method and timeline will be utilized in order to select the desired proposal:

- i. **December 14, 2022** – RFP Issuance Date.
- ii. **January 6, 2023** – RFP Due Date.
- iii. **January 9-13, 2023** – During this week, the Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in-person or virtual interview.
- iv. **January 16-19, 2023** – During this week, the Evaluation Team may host interviews of perspective consultants in order to make a selection. Please identify in your proposal if there are any dates to avoid scheduling an interview should your proposal be selected for further consideration.
- v. **January 19, 2023** – The Evaluation Team will make its recommendation to the Village Board for their consideration to award a proposal.
- vi. **January 24, 2023** – The Village Board will take final action to consider acceptance of the recommended proposal and enter a contract for this purpose.
- vii. **March 1, 2023** – Estimated anticipated start date for proposed work..

## SECTION 9      Terms and Conditions

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The Village may reject any proposal if it is conditional, incomplete, contains irregularities, or if in the sole discretion of the Village not considered in our best interest. The Village may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded a contract. A prospective Consultant may be requested for an interview at the sole discretion of the Village. The recommended Consultant will be selected and approved by the Village Board.

The Village uses a standard template contract (Exhibit A) for such services and will require its utilization for this project. A copy of the standard template can be provided for review upon request and will be updated to adapt to the proposal ultimately selected.

There is no expressed or implied obligation for the Village to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under Wisconsin law. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

The Village will not discriminate against individuals due to sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other characteristics protected by law. This applies to all Consultants submitting proposals to this project and their sub-consultants.

The Village reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the Consultant.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the Village.

The Village reserves the right to reject any or all proposals submitted.

## SECTION 10   RFP Exhibits

Exhibit A:   Standard Contract Template



## Request for Proposal

Original Date Issued: October 18, 2022  
Closing Date: November 4, 2022  
Subject: Request for Proposal for Public Relations Consultant

The Village of Cottage Grove is seeking proposals from eligible respondents for professional media relations services for the Village of Cottage Grove, Wisconsin. The Village of Cottage Grove reserves the right to reject any and all proposals and to accept the proposal deemed most advantageous to the Village.

All questions concerning this solicitation should be directed to Gabe Altenbernd at [galtenbernd@villageofcottagesgrove.gov](mailto:galtenbernd@villageofcottagesgrove.gov); (608) 839 – 4704.

The Village appreciates your responsiveness. We look forward to working alongside you.

Sincerely,

Gabe Altenbernd  
Communications Manager  
Village of Cottage Grove, WI

# Request for Proposal

## Purpose

The Village of Cottage Grove seeks a qualified provider to deliver media and public relations services that will help position the Village as a trustworthy and reliable resource for the community members of Cottage Grove.

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation with a qualified public relations consultant with experience in constituent advocacy and public relations, media services and crisis communication.

## Scope of Work

The Village of Cottage Grove communicates with residents, businesses, and other stakeholders and organizations about various matters. The Consultant will provide on-going issue specific strategic communication support and one-time consulting services.

The two primary types of communications support sought are listed below:

### 1. Ongoing, Issue-Specific, Strategic Communications Support

From time to time the Village will need “issue-specific” strategic communications support related to:

- a) Crisis – e.g. Police or health/safety emergency
- b) Special Event – Ribbon cutting
- c) Emergency – Pandemic measures
- d) Project – New Development, Facility, Capital Improvement
- e) Others as assigned

### 2. One-time Consulting Services

- a) Analyze the Village’s existing public communication platforms and tools. Identify and recommend opportunities for improvement and propose metrics for measuring success.
- b) Review and update the Village’s internal and external social media policy.
- c) Develop a standard strategic communications playbook for the types of issue-specific, strategic communications support listed in item 1 above.

## Eligibility

Consultants responding to the RFP should meet the following requirements:

1. The consultant should specialize or have significant experience in local government public relations and crisis management.
2. The Village of Cottage Grove desires to issue a contract to a single qualified consultant to lead the project. Consultants may engage in subcontractors, but the Village's contract shall be with one consulting firm who serves as the project manager.

## Required Proposal Content

Proposals should be as detailed as possible so the Village may properly evaluate the capabilities of the firm to provide the required services and results.

Contents of the submittal shall include:

1. A description of the firm's capabilities and experience conducting similar services to local government and/or nonprofit organization. Include a description of the firm, its organizational structure, location of the principle office and the location of the office that would manage the project.
2. A summary of the professional qualifications and experience of the individuals the firm would assign to the Village and their individual project responsibilities. Indicate each individual's availability to potentially begin the project in the fourth quarter of 2022.
3. Specific plans or methodology to be used to perform the services with timeline proposed for each phase of the project. Include a description of community engagement efforts include and the deliverables proposed.
4. References (names and contact information) for clients for which the firm performed projects of a similar type and size within the last five years. Priority shall be given to local government references.
5. Work samples of completed projects that are representative of the work proposed for the Village. Describe in detail each project's outcome and the process your firm used to achieve those outcomes.
6. Proposed lump sum fee (not-to-exceed) for this project. Provide a detailed cost for each phase of the project including number of meetings, travel expenses, and deliverable production costs. Lets find out the costs separately for the "on-going, issue specific" items and then also separate cost for the "one-time" items.

# Request for Proposal

7. Proposed engagement agreement with terms and conditions.

## Evaluation Criteria

Proposals will be evaluated by the Village of Cottage Grove using the following criteria:

1. Qualifications and experience of the firm and individuals assigned to this project.
2. Specific plans or methodology to be used to perform the services.
3. References from other clients.
4. Proposed lump sum fee.

All qualified submittals received prior to the deadline will be reviewed by the Village according to the criteria outlined in this RFP. Failure to comply with the provisions of the RFP may cause a proposal to be rejected.

The Village reserves the right to (a) accept or reject any/all proposal submittals; (b) to waive any irregularity, technicality, informality, or discrepancy in a proposal; (c) accept any alternative submittal of proposals presented, which in its opinion, would best serve the interests of the Village.

The Village shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interests, and its decision shall be final.

## Submission and Inquiries

Please contact Communications Manager, Gabe Altenbernd with any questions regarding the project or RFP at [galtenbernd@villageofcottagegrove.gov](mailto:galtenbernd@villageofcottagegrove.gov); (608) 839 – 4704.

The firm shall submit an electronic copy (PDF) of their proposal by email to Gabe Altenbernd [Galtenbernd@villageofcottagegrove.gov](mailto:Galtenbernd@villageofcottagegrove.gov) or by emailing a link to a file sharing platform. Please do not send hardcopies by mail.

**Submittals are due no later than 2:00 pm on Friday, November 4th.**



# REQUEST FOR PROPOSALS (RFP):

## Communications and Engagement Consultant

|                                     |                                                                |
|-------------------------------------|----------------------------------------------------------------|
| <b>Issue Date</b>                   | October 6, 2022                                                |
| <b>Response Due Date</b>            | November 4, 2022                                               |
| <b>Project Duration</b>             | 12 months (commencing on the contract execution date)          |
| <b>Proposal Packet Available at</b> | <a href="http://codywy.gov/bids.aspx">codywy.gov/bids.aspx</a> |

### **INTRODUCTION**

#### **Invitation to Respond**

The City of Cody is seeking proposals from marketing, public relations, and/or communications professionals to provide a comprehensive communications engagement program and assist the City with informing stakeholders of municipal work in an effective, timely, and concise manner. Candidates should possess the capability and experience to provide comprehensive, strategic, and innovative services. The intended result is to increase communications, citizen awareness, and civic engagement for City programs, projects, issues, meetings, and events.

#### **Contact with the City**

All communications regarding this RFP must be addressed and submitted in writing to:

ATTN: LESLIE BRUMAGE, FINANCE OFFICER  
PO BOX 2200  
CODY WY 82414-2200

[leslieb@codywy.gov](mailto:leslieb@codywy.gov)

#### **Letter of Intent**

Consultants wishing to submit proposals are encouraged to provide a written letter of intent to submit a proposal. An email attachment sent to [leslieb@codywy.gov](mailto:leslieb@codywy.gov) is acceptable. The letter must identify the name, address, phone number, contact name, and email address for the representative who will serve as the key contact for all correspondence relating to this RFP.

A letter of intent is necessary for the City to provide interested consultants with a list of any questions received and the City's responses to those questions. Those who provide a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the consultant's responsibility to check with the City for any updates or answers to questions.

### **Questions About the RFP**

Consultants have an opportunity to submit written questions prior to the submission deadline. The City will respond as completely as possible to each question. Questions must be received by the City no later than the due date specified in the Schedule of RFP Activities. Questions must be submitted in writing and emailed to [leslieb@codywy.gov](mailto:leslieb@codywy.gov).

### **Schedule of RFP Activities**

The following table presents the planned schedule for major activities associated with the RFP distribution, submission of proposals, evaluation, and award process. The City reserves the right to change the schedule of activities, including the dates and times. Consultants that have submitted a letter of intent will be notified in writing of any changes to the Schedule of RFP Activities.

| <b><i>Activity</i></b>                                     | <b><i>Date</i></b>      | <b><i>Instructions</i></b> |
|------------------------------------------------------------|-------------------------|----------------------------|
| RFP Release                                                | 10/6/2022               |                            |
| RFP Questions Due                                          | 10/21/2022              |                            |
| Response Due                                               | 11/4/2022               | By 4:00 PM MST             |
| Proposal Presentations                                     | 11/16/2022 – 11/18/2022 | Anticipated dates          |
| Selection Notification                                     | 11/21/2022              | Anticipated date           |
| Award of Contract                                          | 12/6/2022               | Anticipated date           |
| Execution of Contract                                      | 1/3/2023                | No later than              |
| Delivery of the Written Communications and Engagement Plan | 3/1/2023                |                            |
|                                                            |                         |                            |

### **Amendment or Withdrawal of RFP**

The City of Cody reserves the right to amend any aspect of this RFP by formal written addendum prior to the proposal deadline or to withdraw this RFP for any reason at any time during the proposal period. Changes made to the RFP as a result of the response(s) to the questions submitted by consultants—or for any other reason—will be distributed in writing via email to each consultant that has submitted a letter of intent.

### **City Background**

Incorporated in 1901, Cody, Wyoming is located 52 miles from Yellowstone National Park's east entrance. The City of Cody serves as the county seat for Park County and maintains a population of approximately 10,000. As a tourist destination, Cody receives thousands of visitors to the community each year.

### **Organizational Structure**

The City of Cody employs approximately 120 full-time and regular part-time employees. The City of Cody's fiscal year begins July 1 and ends June 30. More detailed information about the municipal government, departments, and services can be viewed on the City's website at [codywy.gov](http://codywy.gov) and in Attachment B Organization Chart.

### **Current Methods of Public Communication**

The City of Cody provides information through various networks and methods to reach a wide and varied demographic. Messages focus on: City services; dissemination of financial information; meeting notices and public hearings; upcoming and past Council agendas and minutes; and required legal notices. These messages are conveyed using: the City's website and Facebook pages; print advertising in the Cody Enterprise; participation in the local radio station's talk program, Speak Your Piece; monthly electronic newsletters and Mayor's videos; and utility bill message attachments. Regular meetings are held on the first and third Tuesday of each month and are streamed live on the City's website and two local public access cable television channels.

In recent years, several departments have become active in communications through the development of the City's municipal dashboard, Clearly Cody, which is accessible through the City's website.

The City of Cody does not currently employ a dedicated Public Information Officer or Communications Officer position.

# Section 1

## Purpose and Objectives

### 1-1 Purpose

The City of Cody recognizes the importance of two-way communication with our citizens, visitors, and local businesses particularly as it pertains to providing information, listening to residents, gathering feedback, and leveraging technology in providing relevant, accurate, and timely information.

The City of Cody also recognizes that effective communication is a fundamental obligation of a responsive, transparent government as well as an essential component of an engaged, informed community. Through consistent, accurate, and timely communication, the City of Cody desires to increase resident participation in government, enhance community awareness, and instill a high level of public confidence in local leadership. The City of Cody recognizes that having a Communications and Engagement Plan in place that effectively outlines a framework for effective communication will help foster an engaged, informed community.

To achieve this goal, the City of Cody intends to obtain the services of a consultant or consulting firm to: (1) conduct a communications and engagement study to establish a written communications plan, outlining appropriate practices and methods for the City of Cody to help ensure that accurate, timely, and coordinated information is being provided to citizens, visitors, and businesses in the community; and (2) assist the City as a whole by performing various communications and engagement activities to inform and engage the internal and external stakeholders of the City of Cody.

### 1-2 Objectives

Accurate and Timely Dissemination of Information: The City believes in their responsibility to share City-related information with residents rather than rely on others to interpret the organization's actions, issues, and decisions. When residents are well-informed, they can participate more effectively in their government and make the best decisions about issues impacting their lives.

Meaningful Communication: The City believes it must take a proactive, coordinated approach to initiate communication and disseminate information rather than simply responding to issues and events as they occur. The City believes in building and maintaining positive relationships and partnerships between local government representatives, residents, businesses, community organizations, and other stakeholders to achieve a high level of community engagement and awareness.

Consistent Messaging: The City's current communications are primarily decentralized among designated staff serving as subject matter experts in various departments. The City believes there must be a commitment to presenting consistent, focused messaging to the community.

Consistent messaging reinforces and reflects a key principle in emphasizing the concept that the City of Cody's primary directive is to serve its residents.

*Open Government:* The City believes in providing an open and transparent government for everyone in the community, ensuring that information is shared throughout the community and within the organization, emphasizing two-way informational flow and fostering positive dialogue.

*Building and Maintaining Relationships:* The City believes that true community engagement occurs when relationships are created between local government and individuals (or groups of individuals). Collaboration and the identification of shared values help build relationships.

*Meeting the Communities Expectations for Communication:* For effective communication and community engagement to occur, the City believes it must consistently implement ways to reach community members in the ways they prefer to communicate.

## **Section 2**

### **Scope of Services**

The consultant will be responsible for the development and implementation of a communications and engagement strategy that should include, but is not limited to: marketing, public relations, social media, and image management. Expected services are:

#### **2-1 Communications and Engagement Plan Development**

- Identify the community's communication and engagement needs and expectations.
- Review, assess, and build upon the City of Cody's current communications and engagement methods and develop a communication and engagement plan that establishes the necessary tools, mechanisms, methods, and practices to achieve an optimal current and future communicational engagement process.
- Facilitate on-site meetings with City Council, Department Heads, and other groups identified by the City of Cody to review and discuss the current and proposed communications and engagement methods, tools, and processes.
- Provide periodic status reports that will, at a minimum, provide a "dashboard" view of the project status, including project schedule, work in progress, upcoming work, and project budget. Status reports should also include any other information and details related to project progress.
- Provide a comprehensive written final report and plan outlining the Consultant's methodologies, findings, and conclusions.
- Provide a comprehensive written action plan that provides a diverse range of strategies and tactics that the City of Cody should implement to increase communication and engagement with its stakeholders.
- Provide a comprehensive written report that describes a mechanism (or mechanisms) for evaluating the success of communications and engagement activities.

#### **3-2 Communications and Engagement Activities**

- Develop strategies, monitor trends, and initiate ideas for consistent, informative communication from the City to the public regarding issues presented to City Council and the Council's actions regarding such issues.

- Arrange for and coordinate media coverage and civic engagement opportunities for issues presented to City Council. The consultant should be available to provide talking points, speeches, and briefings as requested.
- Assist in the development of educational materials, news stories, and briefing documents on current issues, as well as long-term concerns. This will include writing technical information in digestible formats.
- Provide recommendations for various media content and releases, including—but not limited to—print media, radio, website, and social media.
- Advise City Council and the City Administrator on public notices and similar communications intended for the media and the public.
- Develop and build content for regular communications, such as: stakeholder meetings and presentations; social media; newsletters; blogs; etc.

## Section 3 Proposal Format and Content

### **3-1 Proposal Format**

In order to facilitate the analysis of responses to this RFP, consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered unresponsive and may be disqualified at the discretion of the City.

### **3-2 Proposal Content**

Proposals should be prepared as simply as possible and provide a concise description of the consultant's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following sections:

#### Section 1: Cover Letter

This section must include a cover letter signed by a person authorized to submit the proposal and bind the consultant to contract obligations. The cover letter shall include the consultant's name, firm name (if applicable), address, telephone number, email address, and website; the same information will be required for the consultant's designated point of contact for the proposal (if applicable). The cover letter must contain a statement indicating that the proposal is valid for ninety (90) days following the response due date listed in the Schedule of RFP Activities.

#### Section 2: Narrative of Consultant's Qualifications and Relevant Experience

This section must describe the consultant's qualifications to perform the scope of work, including a brief history about the consultant, headquarters location(s), length of time in business providing relevant services, special expertise, and resources that the consultant can bring to the project.

#### Section 3: Key Personnel

This section must include the names, qualifications, education, and experience of the staff that the consultant plans to assign to the project and the role that each individual will play in providing services, including specifically identifying the consultant's principal-in-charge and project manager. If the Consultant operates from more than one location, the proposal shall specify the office to which this project will be assigned. The proposal shall also identify all sub-consultants that the firm proposes to engage, including their specific role and qualifications.

#### Section 4: Scope of Services

This section must include: (1) a comprehensive description of the approach to accomplishing the Scope of Services and clearly demonstrate an understanding of the City's requirements, tasks to be done, and objectives to be accomplished;

and (2) information on any additional tasks the consultant believes is necessary to complete the Scope of Services.

*Section 5: Detailed Cost Proposal*

This section must include a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e., unit, hourly, flat rate, etc.) for the term of the Contract. Costs should include all services and materials, if any, needed to perform the Scope of Services.

The cost proposal must be separated into two sections, each with its own cost proposal: (1) Communications and Engagement Plan Development and (2) Communication and Engagement Activities. In addition, the consultant shall also submit compensation rates for any additional services that the consultant recommends outside the Scope of Services.

*Section 6: References*

This section shall contain a list of three to five organizations to serve as references, for which the consultant has completed a project similar to what is described in this RFP within the last five years. For each of the references, the proposal shall include; the name of the client and project; name, title, telephone number, and email address of the project manager at the client organization; a brief description of the scope of work and deliverables; and date and duration of the project.

*Section 7: Proposed Project Schedule*

This section shall contain a proposed project schedule for the Communications and Engagement Plan Development portion of the Scope of Services. This schedule shall include timelines and milestones.

*Section 8: Conflicts of Interest Statement*

The section shall contain a written statement describing any existing or potential conflicts of interest that may arise from the consultant's work on this project, including any work performed within the past three (3) years or being currently performed (whether compensated or not) on behalf of any Council member (or other elected or appointed official). For any such work performed, the consultant shall indicate the scope of the work and the time frame. The City shall make the final decision as to whether any conflict exists.

*Section 9: Required Attachment*

A signed Certification and Acknowledgment of Terms and Conditions form (Attachment A).

*Section 10: Optional Supplemental Information*

The consultant may include any additional materials or brochures that would be helpful to the City in the evaluation of the proposal.

## **Section 4**

### **Proposal Submission**

#### **4-1 Delivery of Proposal**

Each proposal package must be received by the date and time specified in the Schedule of RFP Activities. Late or incomplete proposals will not be considered.

To facilitate the evaluation of proposals, one printed original and one electronic PDF version of the full proposal shall be submitted to the Finance Officer by the due date listed in the Schedule of RFP Activities. The printed original shall be clearly marked: *City of Cody Communications and Engagement Consultant Proposal 2022*. The electronic PDF version of the proposal shall be identified with the email subject line of: *City of Cody Communications and Engagement Consultant Proposal 2022*.

~~Printed Version:~~ Proposals shall be submitted to: ATTN: LESLIE BRUMAGE, FINANCE OFFICER  
1338 RUMSEY AVE  
CODY WY 82414-3713

Electronic PDF Version:   leslieb@codywy.gov

The City recommends consultants to verify actual delivery of proposals directly to the Finance Officer prior to the established deadline. A proposal received by the City after the established deadline will not be considered.

#### **4-2 Proposal Costs**

Consultants responding to this RFP do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals or providing additional information when requested by the City.

#### **4-3 Acceptance**

Submission of any proposal indicates the Consultant's acceptance of the terms conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

## **Section 5**

### **Evaluation of Proposals**

#### **5-1 Initial Evaluation**

An evaluation committee will consider how well each proposal meets the needs of the City as described in the consultant's response. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. Following a review of the written proposals and follow up questions (if needed), the evaluation committee will make a recommendation to the City Administrator and City Council.

The City shall be the sole and exclusive judge of quality and compliance with proposal specification in any of the matters pertaining to this RFP.

#### **5-2 Presentation of Proposals**

Selected consultants will be asked to attend a City Council work session either in person or via web-based video conference to present their proposal and answer any questions. The City will not be liable for any costs incurred by the consultant in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

#### **5-3 Requests for Additional Information**

The City reserves the right to seek supplemental information from any consultant at any time between the dates of proposal submission and the RFP award date.

#### **5-4 Rejection**

The City reserves the right to reject any or all proposals received for any reason. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.

## **Section 6**

### **Award of Contract**

#### **6-1 Award of Contract**

The contract award is contingent upon funding approval from the City Council. In the event the selected consultant does not execute an agreement by the Execution of Contract date listed in the Schedule of RFP activities, the City may select another qualified consultant or call for new proposals.

The City reserves the right to award a contract in any manner it deems to be in the best interest of the City, including awarding one or both tasks under the Scope of Service, and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the consultants for the same services.

#### **6-2 Contract Form**

This RFP and the Consultant's response, including all promises, warranties, commitments, and representations made in the successful proposal will be binding and will become contractual obligations, as well as incorporated in the City's agreement with the consultant. Any contract(s) awarded as a result of this RFP shall be prepared by the City and in a form acceptable to the City's attorney.

#### **6-3 Execution of Contract**

The successful consultant shall enter into a contract with the City of Cody for the performance of the work awarded to them and shall simultaneously provide a W-9 form, insurance certificate, and any other requested documentation prior to the commencement of work.

#### **6-4 Initial Term of Contract**

The City of Cody intends to enter into a contract with an initial term of twelve (12) months.

## **Section 7**

### **General Terms and Conditions**

**7-1    Tax-Exempt Status**

Purchases made by the City of Cody are exempt from State Sales and Use taxes. Do not include tax in the proposal cost. The City will furnish a tax exemption certificate upon request.

**7-2    Ownership and Public Inspection of Proposals**

All proposals and related reference information submitted in response to the RFP will become the property of the City and will not be returned. As a public entity, the City is subject to making records available for disclosure under the Wyoming Public Records Act. The City will use discretion as allowed by law with regard to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public.

**7-3    Errors and Omissions**

The City of Cody, its departments, its officers, employees, or agents are not responsible for any errors, inaccuracies, or misstatements related to the information or data supplied to consultants. The use of such information or data is intended to be used at the sole discretion and risk of the consultant in the preparation of a proposal pursuant to this RFP.

**7-4    Revisions and Addenda**

The City may, at its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, clarifications, or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those consultants who have submitted a letter of intent.

**7-5    Authority to Withdraw**

The City of Cody reserves the right to withdraw this RFP without prior notice. The City makes no representation that any agreement will be awarded to any consultant as a result of having responded to this request.

**7-6    Proposals Binding**

All proposals submitted shall be binding for ninety (90) calendar days following the opening.

**7-7    Non-Exclusive Contract**

Any agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

**7-8    Late Proposals**

Proposals received by the City after the time specified for receipt will not be considered. Consultants shall assume full responsibility for timely delivery of proposals

to the location designated. The City of Cody is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered.

**7-9 Professional Liability Insurance**

The selected Consultant shall be responsible for maintaining during the initial term of the contract and any subsequent renewals, a Professional Liability (E & O) insurance policy with a \$1,000,000 per claim limit of liability.

**7-10 Attachments to the RFP**

- A. Certifications and Acknowledgement of Terms and Conditions
- B. Organizational Chart

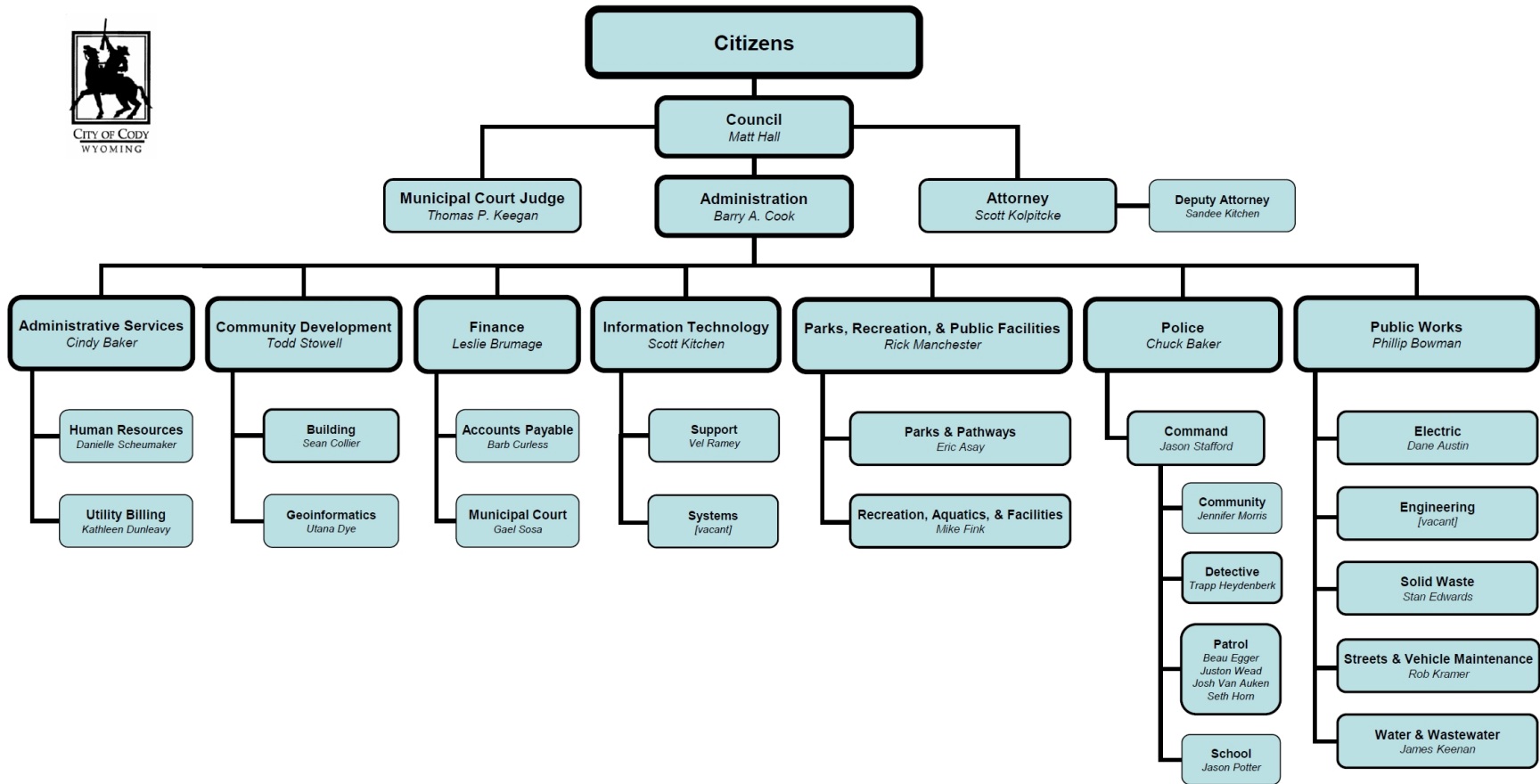
## ATTACHMENT A

### CERTIFICATIONS AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

- i. The Consultant certifies it can and will provide and make available, at a minimum, all services set forth in the Request for Proposal.
- ii. If selected, the Consultant agrees to be bound by the requirements delineated in the Request for Proposal and the resulting contract.
- iii. The Consultant certifies that the person signing the proposal is entitled to represent the Consultant, is empowered to submit the proposal, and is authorized to enter into a contract with the City of Cody.
- iv. The Consultant certifies that it will not delegate or subcontract its responsibilities under an agreement, other than what is included in the proposal, without the prior written permission of the City of Cody.
- v. The Consultant warrants that for the term of the contract and any subsequent renewals, no elected or appointed official, or City employee shall receive any fee, percentage, gifts, or other consideration or have any interest—direct or indirect—in the contract.
- vi. The Consultant certifies that all information provided by it in connection with this proposal is true and accurate.

|                           |  |
|---------------------------|--|
| Consultant Name (typed)   |  |
| Name of Official (typed)  |  |
| Title of Official (typed) |  |
| Signature of Official     |  |
| Date                      |  |

## ATTACHMENT B Organizational Chart







**Request for Proposals**  
**For**  
**Consultant for a Communications and Engagement Strategy**

**Request for Proposals No. P200528SI**

**Issued: June 3, 2020**

**Submission Deadline: June 24, 2020 at 14:00:00 hrs 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 consulting services for preparing a Communications and Engagement Strategy for the Tri-Municipal Regional Plan 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: Terry-Lynn Heritage, Procurement Coordinator, Procurement Services  
Email: [terry-lynn.heritage@parklandcounty.com](mailto:terry-lynn.heritage@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.

### **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>June 3, 2020</b>                                           |
| Deadline for Questions                                               | <b>June 15, 2020 at 16:30 hrs local time</b>                  |
| Deadline for Issuing Addenda                                         | <b>June 17, 2020</b>                                          |
| Submission Deadline                                                  | <b>June 24, 2020 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>Week of July 6, 2020</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 should submit an electronic copy (in PDF or Word format) of their proposal as an email attachment by email to the County Contact at [terry-lynn.heritage@parklandcounty.com](mailto:terry-lynn.heritage@parklandcounty.com). To ensure receipt of their proposal, proponents should also send a second email to the County Contact to confirm.

Proposals are to include the RFP title and number (see RFP cover) in the e-mail subject line. The body of the e-mail should contain the full legal name and return address of the proponent, and identify 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 delivery details and anticipated arrival time of its response. In the event a response does not arrive as scheduled, the County may provide those proponents who have given such prior notice one additional Business Day to affect 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 a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. 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 affect a withdrawal, a notice of withdrawal must be sent 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

While this competition is being tendered and managed by Parkland County, the submitted proposals will be evaluated by the County, in partnership with the Town of Stony Plain and the City of Spruce Grove in the following three 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**

Not Applicable.

### **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 15 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 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 15 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 secure a qualified consulting firm or agency (the “Communications and Engagement Strategy Consultant”) to develop a Communications and Engagement Strategy on behalf of the City of Spruce Grove, Town of Stony Plain, and Parkland County (the “Tri-Municipal Region”) as a component of work on the development of a Tri-Municipal Regional Plan. The Tri-Municipal Regional Plan has the overall goal of improving governance, service delivery, fiscal capacity, and economic prosperity for the benefit of the citizens of the region. An Integration Consultant, Tantus Solutions Group Inc., is currently in place and is responsible for completing a Current State Analysis and Municipal Services Strategy, as well as overseeing the work of all secondary consultants, including the work done through this opportunity, and integrating all strategies and recommendations into a consolidated final report.

The Communications and Engagement Strategy Consultant will support communications to and with identified stakeholders, including staff, residents, businesses, Councils, etc., including objectives, scope, and timelines for project activities and deliverables. This will include obtaining an understanding of stakeholder satisfaction and objectives for the Tri-Municipal Region and each community. At this time, the Public Engagement scope of work has not been fully defined, and may be subject to change based on the status of the COVID-19 pandemic.

The Communications and Engagement Strategy Consultant will also support the creation of the final deliverable for the Tri-Municipal Regional Plan by providing editing and graphic design support to the Integration Consultant.

While Parkland County is acting as the lead contact on behalf of the three municipalities, it is expected that the successful proponent will have opportunities to engage with each municipality based on the requirements of their work plan to gain a thorough, balanced understanding of the three municipalities to supplement the work done by the Integration and secondary consultants. With the current COVID-19 situation, no on site presence is desired. In the future, once the pandemic has ended, the Project Manager assigned by and working on behalf of the successful proponent may be required to work on-site at Parkland County offices.

The Communications and Engagement Strategy Consultant will be required to work with the Integration Consultant and other secondary consultants as further described within this RFP to ensure one cohesive final Tri-Municipal Regional Plan document with a consistent look and feel.

#### **4.1.2 Background**

In February 2018, the Government of Canada announced the phasing out of traditional coal-fired electricity generation by 2030. In conjunction with this announcement, the federal government committed \$35 million over five years for skills development and economic diversification for affected communities. This presented an opportunity for the Tri-Municipal Region to seek funding to develop the Tri-Municipal Regional Plan. A letter of intent, signalling the commitment of each municipality to develop the Tri-Municipal Regional Plan was signed in January of 2019. Funding was secured from Western Economic Diversification in early 2019 and work related to the development of the Tri-Municipal Regional Plan will continue into 2021.

The Tri-Municipal Region has collaborated on significant projects and initiatives in the past, including the TransAlta Tri Leisure Centre; however, the commitment to this plan represents a holistic and coordinated effort to enhance and formalize this collaboration.

The Tri-Municipal Regional Plan will enable the partners to strategically align land use, services and infrastructure to achieve mutual benefit through aligned operational deployment. The Tri-Municipal Regional Plan will have a specific goal to coordinate and drive investment within the Tri-Municipal Region in a manner that enables each partner municipality to both individually and collectively achieve heightened local, regional and global competitiveness based on the philosophy of ‘shared investment for shared benefit’.

The Tri-Municipal Regional Plan is made up of three pillars, Pillar 1: Governance, Pillar 2: Plans and Strategies, and Pillar 3: Implementation. The Communications and Engagement Strategy Consultant will support work produced as a result of the Integration Consultant and secondary consultants within Pillar 2: Plans and Strategies.



The strategies under Pillar 2 have been sequenced to allow for a natural phasing of findings and analysis to inform the final Tri-Municipal Regional Plan. All secondary consultants will be secured for two phases of work within their project. First, the completion of a report (based on the document standards developed with the Integration Consultant) and second, the refinement of their report to support its integration into a final overall Tri-Municipal Regional Plan.

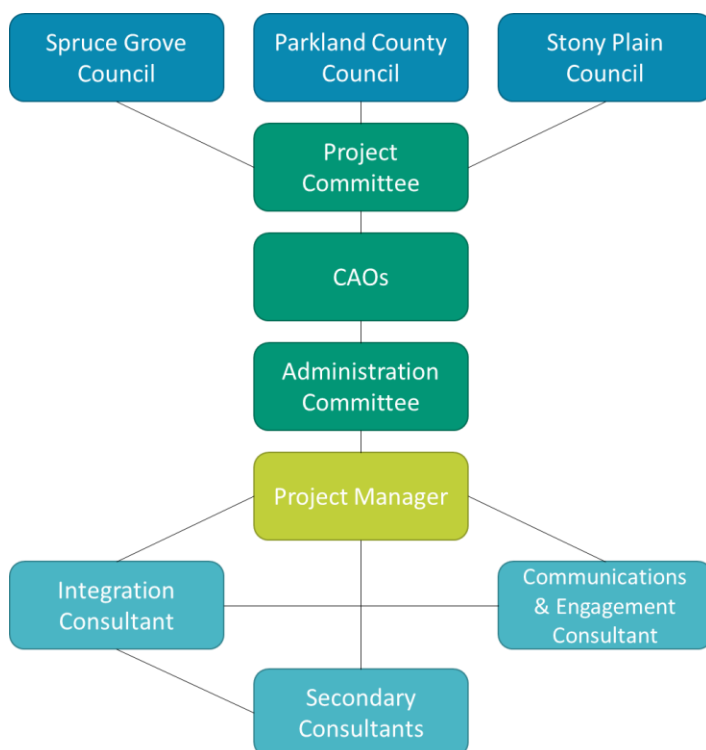
The secondary projects have been sequenced as follows:

|                                                       | 1        | 2 | 3        | 4 | 5 | 7        | 8 | 9 | 10       | 11 | 12 | 13       | 14 | 16 | 17       | 18 | 19 | 20       | 21 | 22 | 23       | 24 | 25 | 26       | 28 | 29 | 30       | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 |
|-------------------------------------------------------|----------|---|----------|---|---|----------|---|---|----------|----|----|----------|----|----|----------|----|----|----------|----|----|----------|----|----|----------|----|----|----------|----|----|----|----|----|----|----|----|----|
|                                                       | Apr 2020 |   | May 2020 |   |   | Jun 2020 |   |   | Jul 2020 |    |    | Aug 2020 |    |    | Sep 2020 |    |    | Oct 2020 |    |    | Nov 2020 |    |    | Dec 2020 |    |    | Jan 2021 |    |    |    |    |    |    |    |    |    |
| Preferred Land Use Scenario Strategy                  |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |
| Competitiveness Review                                |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |
| Transportation, Utilities and Infrastructure Strategy |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |
| Cultural Strategy                                     |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |
| Recreation Strategy                                   |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |
| House Needs Assessment and Strategy                   |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |
| Economic Development Strategy                         |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |
| Social Strategy                                       |          |   |          |   |   |          |   |   |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |          |    |    |    |    |    |    |    |    |    |

Integration Phase

### 4.1.3 Project Governance

The following governance structure has been created for this project:



### 4.1.4 Scope of Work/Deliverables

The Communications and Engagement Strategy Consultant will undertake the Scope of Work outlined as follows. As this is a negotiated RFP, however, proponents may recommend alternate approaches or deliverables to achieve the goal.

#### **4.1.4.1 Project Overview**

The Communications and Engagement Strategy Consultant will work with the three municipal partners, the Integration Consultant and the other secondary consultants to ensure consistency in the execution of the components of the Tri-Municipal Regional Plan, which include the various plans and strategies of Pillar 2 as follows:

1. Current State Analysis (currently being completed by the Integration Consultant)
2. Municipal Services Strategy (currently being completed by the Integration Consultant)
3. Preferred Land Use Scenario Strategy (currently being tendered)
4. Competitiveness Review (currently being tendered)
5. Transportation, Utilities and Infrastructure Strategy (concurrently being tendered)
6. Cultural Strategy
7. Recreation Strategy
8. House Needs Assessment and Strategy
9. Economic Development Strategy
10. Social Strategy
11. Complete and Integrated Strategy Document (to be completed by the Integration Consultant)

Ultimately, the overall goal is to establish the foundations for long-term triple bottom line sustainability (economic, social, and environmental) for all three municipalities.

#### **4.1.4.2 Projects One and Two of Pillar 2: Plans and Strategies, Current State Analysis and Municipal Services Strategy**

The Integration Consultant is responsible for coordinating, completing, and achieving alignment in an overarching strategy document, which is made up of all the strategies contained in Pillar 2. The details of this overarching strategy document are detailed below in the integration scope.

The Integration Consultant will fully complete the Current State Analysis by the time of selection of the Communications and Engagement Strategy Consultant. The Integration Consultant will also be undertaking the Municipal Services Strategy concurrently with the work of the Communications and Engagement Strategy Consultant. Given the foundational nature of these two projects, they will be used to help inform all subsequent projects in Pillar 2 as those projects are brought online.

The Current State Analysis will include the following:

- a) Stakeholder mapping and engagement plan
- b) Policy review
- c) Existing land use and zoning entitlements
- d) Existing infrastructure master plans
- e) Existing recreation facilities and programs
- f) Municipal finances
- g) Internal and external municipal services review
- h) Environmentally Sensitive Areas
- i) Social programs
- j) Current economic development initiatives
- k) Technology and data management programs

The Municipal Services Strategy will include:

- l) Review of services and service levels

- m) List of services, programs, and infrastructure delivery
- n) Shared service delivery models
- o) Return on investment and financing review
- p) Preferred municipal services strategy including implementation costs

The Integration Consultant is contractually bound to remain independent from the secondary consultants and may not submit proposals in response to RFPs for the other Pillar 2 plans and strategies (items 3 through 10 in section 4.1.4.1).

#### **4.1.4.3 Communications and Engagement Scope of Work**

The overall objectives of the Communications and Engagement Strategy Consultant will be to:

- Communicate the project to relevant stakeholders (staff, residents, businesses, councils, etc.) including objectives, scope and timeline;
- Gauge stakeholder satisfaction with current services;
- Confirm proposed long-term objectives for the Tri-Municipal Region; and
- Identify how long-term objectives apply to each community.

The scope of work will include providing deliverables related to the following activities throughout the course of the project. Please note that at this time the Public Engagement stage has not been fully defined and may be subject to change based on the status of the pandemic.

- 1. Communications:** Development of a communications strategy for the project including a public engagement plan. Both the communications strategy and public engagement plan should include overall objectives, tactics for meeting objectives and measures to track success. Scope will also include implementation of both documents over the course of the project. The Communications Strategy should include a branding strategy for all projects undertaken as part of the Tri-Municipal Regional Plan.

Deliverables:

1. Communications Strategy;
2. All writing material including but not limited to; News Releases, Social Media, Web Content, Speaking Notes, etc.;
3. All artwork including but not limited to; PowerPoint Presentations, Social Media Graphics, Newspaper Ads, Digital Sign Ads, Web Graphics, etc.; and
4. Public Engagement Plan.

- 2. Report Development and Graphic Design:** Development of “What We Heard” reports, should include summary and statistical analysis of feedback received at all stages of internal and external (as applicable) engagement. Detailed data should be provided separately in an easy-to-use format. Graphic design will be required for all communications pieces as well as for the final Tri-Municipal Regional Plan. All documents will be required to meet the Visual Identity Guide developed for this project (to be provided to successful proponent).

Deliverables:

1. “What We Heard” Reports;
2. Detailed data package;
3. Graphic design theme support; and
4. Final design of Tri-Municipal Regional Plan Report.

## PROVISIONAL ITEM

- 3. Public Engagement:** Implementation of a public engagement plan to meet the above-listed objectives. Public engagement should include multiple tactics designed for various levels of the IAP2 spectrum at different stages of project development. These should include both in-person and technology-based (web, phone, etc.) methods implemented over multiple seasons and that are designed specifically to engage both urban and rural residents. Consultation should be designed to gain statistically relevant results, where possible. Deliverables:

1. Implementation of the Public Engagement Plan.

Note: this item requires further development through consultation with the administration and project committees. The level and type of activity associated with this item is also expected to be impacted by the pandemic. As such, at this time we are requesting that proposals include an hourly rate only for this item.

All public consultation will be required to meet the Public Engagement Policy standards of each of the three municipal partners. These are available at the following links:

Parkland County: <https://www.parklandcounty.com/en/county-office/resources/Documents/C-AD51PublicEngagement.pdf>.

Spruce Grove: <https://www.sprucegrove.org/media/2879/public-participation-policy.pdf>

Stony Plain: <https://www.stonyplain.com/en/town-hall/resources/Documents/Public-Participation-Policy.pdf>

### 4.1.4.4 Responsibilities and Commitments

The Communications and Engagement Strategy Consultant must work with the Integration Consultant and the Parkland County Project Manager to:

- Liaise with municipal partners
- Track budget (on-budget delivery)
- Schedule project(s) (on-time delivery)
- Draft and/or coordinate agendas and agenda material for workshops or stakeholder meetings
- Assemble and coordinate project members (stakeholders)
- Provide regular status reports and distribute to Project Manager
- Provide verbal project updates to Councils
- Ensure delivery of day-to-day progress and deliverables

### 4.1.4.5 Role of Integration Consultant

The Integration Consultant will be engaged throughout the project and is expected to bring consistency to the final Tri-Municipal Regional Plan document including the integration of all strategy documents prepared by secondary consultants, including the Communications and Engagement Strategy Consultant.

The Integration Consultant is responsible for creating templates and documents to be used by secondary consultants to ensure consistency and alignment in strategy. It is also expected that the Communications and Strategy Consultant will work with the Integration Consultant to support and refine these templates and documents as required.

The Integration Consultant will complete the integration of the completed strategies into one document. However, it is expected that all secondary consultants will work closely with the Integration Consultant to support alignment of strategies and recommendations across the entire scope of work and work collaboratively to resolve any conflicts or issues.

Before the Communications and Engagement Strategy commences, the Integration Consultant will:

- Create a standard project glossary to be used by all secondary consultants
- Assist in the onboarding of the all secondary consultants, including the Communications and Engagement Strategy Consultant with the Project Manager and the Administrative Committee
- Map stakeholder and public engagement for the past five years and recommend an Engagement Plan to address gaps and identify areas where additional engagement is required

In consultation with the Communications and Engagement Strategy Consultant and the secondary consultants, the Integration Consultant will:

- Create a master timeline for project start/end dates
- Review and update the proposed project timeline as needed
- Map out opportunities and efficiencies for the entire project

#### **4.1.5 Proponent's Understanding and Methodology**

Proponents should summarize their understanding of the RFP and provide their project management approach. Additionally, proponents should describe how they intend to collaborate and identify any touchpoints with the Integration Consultant, the secondary consultants, the Parkland County Project Manager, the Administration Committee (which includes executives and CAOs from each municipality), and the Project Committee (which includes the Administration Committee members as well as elected officials from each municipality).

Proposals must include a clear description of the proposed project methodology, including a description of key project phases for the Scope of Work/Deliverables set out above. Each phase should describe the key phase deliverable, as well as the method of achieving this output.

Proposals should clearly show cost and timeline by project activity. Further, the proposal should identify roles and responsibilities of all resources and indicate their level of involvement in each project activity.

The respondent's proposed methodology should meet general communications principles and address the IAP2 Spectrum of Public Participation. Although the municipal partners are open to innovative communication methods, the successful proponent must be mindful of the different approaches that may be required to engage rural and urban participants. The municipal partners would also prefer that public input received be statistically significant.

## **4.2 MATERIAL DISCLOSURES**

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

### **4.2.1 Format for Project Deliverables/Submittals**

The Consultant shall submit one unbound original and editable electronic 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 agreed upon due dates.

The Consultant shall ensure digital files are in Microsoft Office compatible format and editable. Hardcopy and digital documentation become 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**

The proposed project team shall include members that meet the following technical requirements:

- A minimum of one Public Participation Professionals (including identification of any IAP2 certification courses completed);
- A minimum of one Certified Graphic Designer;
- A minimum of one Project Management Professional; and
- A minimum of one Communications Professional.

Project team members identified, including the assigned Project Manager, are to remain on the project until completion. Any changes in project team members will be subject to Parkland County's approval, and the Communications and Engagement Strategy 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 August 2, 2020 following award and contract execution with project conclusion by June 30, 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 |
|------------------------------------------------|--------------|-------------------|------------------|------------------------|
| <b>Stage II</b>                                |              |                   |                  |                        |
| Corporate Profile, Experience, and References  | 0 to 5       | 3                 | X2               | 10                     |
| Consulting Team Qualifications                 | 0 to 5       | 3                 | X4               | 20                     |
| Project Understanding and Proposed Methodology | 0 to 5       | 3                 | X4               | 20                     |
| Project Management Approach                    | 0 to 5       | 3                 | X4               | 20                     |
| Value Added Services                           | 0 to 5       | N/A               | X2               | 10                     |
| <b>Total Points [excluding price]</b>          |              |                   |                  | 80                     |
| <b>Stage III</b>                               |              |                   |                  |                        |
| Pricing                                        | N/A          | N/A               | N/A              | 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, no 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 of the proponent and any proposed sub-consultants for providing the services relative to the Deliverables for this RFP;

- (b) Demonstrated experience providing similar Deliverables as described in this RFP;
- (c) Proponents knowledge, skills and expertise in the following areas:
  - public participation;
  - statistical analysis;
  - communications; and
  - graphic design.
- (d) Demonstrated experience working with government bodies;
- (e) Proponent skills and experience working on projects with a team of multiple stakeholders;
- (f) Confirmation of acceptance of the terms and conditions outlined in Appendix A Form of Agreement; and
- (g) References from clients who have obtained similar Deliverables in the past five years to those covered under this RFP. Proponents should include profiles of services provided on similar projects.

#### **4.3.2 Consulting Team Qualifications**

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) Verification that proposed consulting team includes individuals with the following technical skills:
  - A minimum of one Public Participation Professional (including identification of any IAP2 certification courses completed);
  - A minimum of one Certified Graphic Designer;
  - A minimum of one Project Management Professional; and
  - A minimum of one Communications Professional.
- (c) Demonstrated qualifications through resumes detailing education, experience, training, and certifications of the consulting team members including identification of similar project work as it correlates to their proposed role for this project;
- (d) Identified ability to work as part of a multi-firm consulting team;
- (e) Demonstrated capacity and commitment of the proposed consulting team members; and
- (f) Specialized expertise directly related to the Deliverables.

#### **4.3.3 Project Understanding and Proposed Methodology**

This criterion will be evaluated as follows:

- (a) Understanding of the project and the Scope of Work under this RFP, and identification of scope items that may not be identified in the RFP but are essential for the successful completion of the project;
- (b) Proposed methodology for how the proponent will carry out the Scope of Work and provide the Deliverables;

- (c) Understanding of key issues/challenges and overall approach to manage the project scope as well as a proposed approach to mitigate risks identified;
- (d) Mitigation plan to prevent cost overruns and possible change orders;
- (e) Identified deliverables for each phase of the project; and
- (f) Identified risks that may impact schedule or specified milestone timelines and how those risks will be mitigated.

#### **4.3.4 Project Management Approach**

This criterion will be evaluated as follows:

- (a) Project management approach and work breakdown structure;
- (b) Proposed work plan and project schedule in accordance with the timelines set out in Section 4.2.3 of Part 4 – RFP Particulars, identifying key tasks, milestones, and project deliverables;
- (c) Sequencing of tasks and project deliverables;
- (d) Allocation of tasks and resources in the proposed work plan; and
- (e) Communication plan and approach for collaborating with multiple stakeholders.

#### **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 ( $120/120 \times 100 = 100\%$ ). A proponent who bids \$150.00 receives 80% of the possible points for that category ( $120/150 \times 100 = 80\%$ ), and a proponent who bids \$240.00 receives 50% of the possible points for that category ( $120/240 \times 100 = 50\%$ ).

Lowest rate  
-----  
Second-lowest rate

x

Total available points = Score for proposal with second-lowest rate

Lowest rate  
-----  
Third-lowest rate

x

Total available points = Score for proposal with third-lowest rate

And so on, for each proposal.

## 4.5 INTERVIEWS

In accordance with Section 2.2.4 of Part 2 – Evaluation of Proposals, 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. Rated Criteria scores may be adjusted following the interview process.

## 4.6 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. Parkland County recommends that proposals should not exceed 20 pages excluding appendices.

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 (5) years. The list shall be chronologically ordered, starting with the most recent.
5. **Consulting Team** details should include the following:
  - organization chart indicating how the proponent will structure their proposed consulting team;
  - a full description of each consulting 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 proponent has with proposed sub-consultants
  - proposed project manager with a minimum of five (5) 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. **Project Management Approach** for completing the scope of work for this RFP in accordance with the timelines identified above in Section 4.2.3. Proponents are to include proposed timelines for required meetings with a committee of Parkland County, Town of Stony Plain and City of Spruce Grove staff for interviews to review project status and deliverables. Proposals should indicate anticipated meeting frequency and length.

8. **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,
  - Unique approach or strategies that have been successful in past similar projects (in addition to the proposed methodology), and
  - Cost saving measures that may be considered for this project as well as measures that should be considered when making recommendations.
9. **Pricing** shall be provided as outlined in Appendix C – Rate Bid Form of this RFP.
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 Consultant, 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, as agreed upon between the County and the Consultant, will be made within net thirty (30) days following receipt of a detailed invoice for satisfactory deliverables, subject to the County's acceptance. GST shall be identified separately on all invoices. Additionally, "GST" shall be defined herein as a statement of sales tax and Federal Goods and Services Tax applicable.

#### **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 two million dollars (Cdn. \$2,000,000.00) 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 (herein defined as "WCB") 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.

**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 Consultant**

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

REF NO. P200528S1

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”) is entered into on February 4, 2020 by and between the municipalities of **Parkland County** (located at 53109A Hwy 779, Parkland County, Alberta T7Z 1R1), the **City of Spruce Grove** (located at 315 Jespersen Avenue, Spruce Grove, Alberta T7X 3E8), the **Town of Stony Plain** (located at 4905, 51 Avenue Stony Plain, Alberta T7Z 1Y1), all of whom are municipal corporations formed pursuant to the Municipal Government Act, R.S.A. 2000 c. M-26.1, of the Province of Alberta (the “Municipalities”) and [Click or tap here to enter text.](#), a corporation formed pursuant to the laws of the Province of Alberta located at [Click or tap here to enter text.](#) (the “Consultant”) for consulting services

**WHEREAS**, the Municipalities (including its subsidiaries and affiliates) have developed or own intellectual property (including, but not limited to, software, databases, data and systems), financial, technical, operational, marketing, administrative and/or business information, process and procedures that it deems confidential and/or proprietary, the unauthorized usage or disclosure of which could be detrimental to its business interests;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, both parties agrees as follows:

1. As used herein, “Information” means intellectual property (including trade secrets, software and source code), Information or data existing and/or communicated in any form, including, but not limited to, oral, written, graphic, electronic, or electromagnetic forms, raw data created at meetings with the Municipalities staff and “Proprietary Information” means (subject to Paragraph 4(a), (b), (c) and (d) below) that Information for which the Municipalities impose restrictions regarding use and/or disclosure or which is clearly marked as confidential or, if disclosed orally, the Consultant is provided notice at the time disclosed that such disclosure is confidential.
2. The Consultant will treat Proprietary Information disclosed by the Municipalities as confidential and will safeguard it in the same manner that the Consultant treats its own Proprietary Information of like kind, but will use no less than a reasonable degree of care. The Consultant will only use such Proprietary Information solely in connection with the purposes for which it was disclosed hereunder, and will not disclose, distribute, or disseminate Proprietary Information in any way, to anyone except as provided in this Agreement. Upon discovery by the Consultant of any unauthorized use or disclosure, said party shall notify the Municipalities and shall endeavor to prevent further unauthorized use or disclosure.
3. The Consultant further agrees that: (i) only the Consultant with a clear and defined need to know shall be granted access to the Municipalities Proprietary Information; (ii) the Municipalities Proprietary Information shall not be disclosed to any third parties without the prior written approval by the Municipalities; (iii) permitted disclosures to third parties shall be subject to all of the provisions of this Agreement; (iv) no copies shall be made of the Municipalities’ Proprietary Information (whether oral, written, graphic, electronic, or electromagnetic) without the prior written approval of the Municipalities; (v) all approved copies shall bear appropriate legends indicating that such information is the Municipalities Proprietary Information; and (vi) the Consultant shall not make use of any of the Municipalities Proprietary Information for any purpose except that which is expressly

contemplated by this Agreement and the Consultancy Agreement ("Contract No. Click or tap here to enter text.") between the parties.

4. Proprietary Information of the Municipalities shall be treated as confidential and safeguarded by the Consultant and its employees in perpetuity, unless Proprietary Information is:
  - (a) generally available to the public, through no fault of the Consultant and without breach of this Agreement; or
  - (c) developed independently by the Consultant without breach of this Agreement; or
  - (d) approved in writing for release or disclosure without restriction by the Municipalities.
5. The Consultant specifically acknowledges and agrees that it may be exposed to Proprietary Information, whether the Municipalities or a third party's, that the Municipalities did not intend to disclose and/or that the Municipalities did not intend to receive, merely as a result of the Consultant's contact with the Municipalities premises or employees. If, in the course and scope of its contact with the Municipalities, the Consultant inadvertently receives any such Proprietary Information, the Consultant will protect such Proprietary Information from any further disclosure and will not use such Proprietary Information in any way and will return such Information to the Municipalities immediately upon its discovery.
6. The Consultant will maintain in force policies that require its employees to treat and maintain the Municipalities Proprietary Information in a confidential manner. This Agreement shall survive the termination of this Agreement and/or in the event the Consultant terminates its employment with any resources conducting work associated with this Agreement.
7. This Agreement shall remain in effect concurrently with the duration of the Consulting Service Agreement except that the confidentiality obligations and all enforcement rights of the Municipalities shall survive any expiration or other termination of this Agreement.
8. The Consultant will return to the Municipalities, or at the Municipalities request, destroy any and all Proprietary Information immediately upon the Municipalities written request, which is the sole property of the Municipalities.
9. The Consultant will be an independent contractor in the performance of this Agreement. No employer/employee relationship will be created between the Municipalities and the Consultant. No rights, privileges, benefits or compensation, other than those, which are expressly set out in this Agreement, will apply to the Consultant.
10. Except as specifically provided in this Agreement, the Consultant shall not disclose the existence or the nature of the discussions between the parties relating to any Proprietary Information without the prior written authorization of the Municipalities.
11. The Consultant acknowledges and agrees that a breach of this Agreement by the Consultant will cause the Municipalities irreparable harm, and further acknowledges and

agrees that the Municipalities are entitled to injunctive relief in any court of competent jurisdiction to prevent breach or to halt a further or continuing breach. Each party also acknowledges and agrees that such remedy is cumulative and in addition to any other remedy the Municipalities may have at law or in equity.

12. 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.
13. This Agreement and all obligations and rights arising hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and its provisions may be modified, amended or waived only by written agreement of the parties.
14. This Agreement may be executed in two (2) or more counterparts, each of which, when executed, shall be considered an original for all purposes, provided that all counterparts shall, together, constitute one and the same document.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada.

The Consultant acknowledges that the Consultant has read this Agreement, understands it and agrees to be bound by its terms between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day first written above.

Click or tap here to enter text.

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: \_\_\_\_\_

## 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 |
|-----------------|------------------------|
| Submission Form |                        |
| Rate Bid Form   |                        |
| Reference Form  |                        |

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:

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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 twelve (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: \_\_\_\_\_

I have authority to bind the proponent

## APPENDIX C – RATE BID FORM

Proponents should complete the table below by submitting a detailed cost breakdown in accordance with Items (a) to (d) 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.
- 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. Other than expenses expressly set out in item (d) below, there will be no reimbursement for additional expenses.
- a) If required, expenses that may be reimbursed include project related travel costs, accommodation, rental vehicles, airfare, and meals. Such expenses will be reimbursed at cost with no mark-up and must be evidenced by receipts. All travel shall be economy class and all accommodation shall be standard, business class hotels. Proponents should estimate their related costs in their detailed cost breakdown.
- b) 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.

| SERVICES                                             | TOTAL COST |
|------------------------------------------------------|------------|
| Communications                                       |            |
| Report Development and Graphic Design                |            |
| <b>Subtotal:</b>                                     |            |
| <b>GST (5%):</b>                                     |            |
| <b>Total:</b>                                        |            |
| <b>PROVISIONAL ITEM: SPECIAL CONSIDERATIONS</b>      |            |
| Hourly Resource Rates for Public Engagement Services |            |

## APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last five (5) 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>     |  |