

**A PLANNING PROFESSIONALS GUIDE TO
WRITING
REQUEST FOR PROPOSALS**



Serving Alberta, Northwest Territories and Nunavut

TABLE OF CONTENTS

Preamble

1.0	INTRODUCTION	1
2.0	WHAT IS AN RFP?	1
3.0	RFP FRAMEWORK	3
3.1	Cover Section	3
3.2	Introduction	3
3.3	Description of the Project	4
3.4	Description of Services Required	4
3.5	Timelines	4
3.6	Budget and Contracts	5
3.7	Qualifications	5
3.8	Evaluation	6
3.9	Rejection of Proposals, Incurring Costs	6
3.10	Final Negotiations	6
4.0	TEMPLATE EXAMPLES	7
5.0	SUMMARY	8
6.0	INFORMATION SOURCES	9
APPENDIX A:	Memorandum of Agreement	10
	MOA 'Schedule A'	
APPENDIX B:	Request for Proposal (RFP) Sample Template	17

Preamble

During the past several years, Alberta Professional Planners Institute (APPI) has received requests from Institute members for a guide on how to write Request for Proposals (RFPs) as well as an RFP template. In response to these enquiries, APPI commissioned a guide to outline the key considerations and the elements to be included in preparing an effective RFP.

1.0 Introduction

This guide serves as a resource for members of APPI who are charged with the responsibility of writing RFPs as part of their planning duties. For those members who do not have to write RFPs but rather respond to them, an appreciation for how and why RFPs are presented may be developed so as to respond to them more appropriately.

The sources of information used in the preparation of this guide are identified at the end in Section 6.0 Information Sources.

2.0 What is an RFP?

An RFP is a request typically issued by a government agency, business entity or not for profit organization asking for assistance in addressing an issue or opportunity that the agency entity or organization does not feel capable of doing on its own. It is a way in which the agency entity or organization elicits expert and creative input that it does not have.

Care is required in preparing an effective RFP. RFP writers have to do their homework. They have to be **clear about what their organization needs, what it wants and what is possible**. While the writers' primary purpose is to accurately express the needs and wishes of the initiating organization so that potential respondents can reply effectively, they must play a key role in ensuring that there is consistent support among the decision makers in their organization for the issuance and implementation of the RFP. If there is confusion within the issuing organization about any aspect of the RFP, it is possible that the result of the initiative will not meet the organization's requirements.

Furthermore, internal confusion about the RFP will be noticed by potentially interested respondents. The result could range from fewer qualified bidders responding to the hiring of a bidder that is poorly qualified. Either way, the subsequent work may miss the point of the RFP and cause frustration and increased costs.

It is important for an RFP writer to understand and to be able to **articulate the kind of consulting firm** with which their organization would like to work. The primary characteristic of the preferred partner is expertise – the firm must have the qualifications to fully address the purpose of the RFP. While qualifications are the essence of why firms are selected, serious consideration is also given to such professional characteristics as creativity, political acumen, environmental sensitivity, working style, technical expertise, administrative capacity and capability, community engagement and personable-ness. (It is important to note that the emphasis an organization might give to such aspects will likely vary from RFP to RFP given the differing subject matters.)

Coinciding with **defining what kind of consulting firms an organization would be comfortable working with is the RFP writers' need to be aware of the consulting firms available**.

This knowledge can be developed and maintained by in three ways – networking, issuing an expression of interest/request for qualifications or through the actual request for proposals.

An organization can gather information about the specific audience of consulting firms **with a call for expressions of interest (EOI)**. This step preceding a RFP invites consultants to register their interest in being asked to undertake future work with the organization.

A significant part of this initial expression is a description of a consulting firms' qualifications. An expression of interest (EOI) may also be referred to as a Request for Qualifications (RFQ) or Statement of Qualifications (SOQ).

The advantage is that the organization issuing the RFP has the opportunity to become aware of who is currently interested in their potential type of work and helps to:

- fine tune the RFP to fit with the capabilities and capacities of the firms; or
- determine if they have to broaden their search to reach a more diverse group of consulting firms.

RFQs are often used when an organization is considering a large complex project that will require significant capacity as well as range of expertise. It is important that the issuing organization respect this approach and use it in a transparent way.

If an organization appears to disregard the use of RFQs (e.g., by engaging with a firm that does not fit with the requirements) or does not indicate how firms will be considered, the initiating organization may be seen as not operating in an ethical or respectful manner.

RFP writers can attract a short list of responders by limiting the invitation. The organization doing this has to have a definitive reason for doing so and the capability to defend this action.

It is important to be familiar with the regulatory regime in which RFPs are prepared and distributed. For example, RFPs written anywhere in the western provinces have to respect the essence of the New West Partnership Trade Agreement (2013) committed to by British Columbia, Alberta, Saskatchewan and Manitoba. Similarly, the Canadian Free Trade Agreement enhances the flow of goods, services, investment and labour mobility; eliminates technical barriers to trade; greatly expands procurement coverage; and promotes regulatory cooperation within Canada.

RFPs also define the evaluation procedures. Ideally, the project goals, objectives and tasks form the basis upon which assessment processes are written. Interested firms can consider both in responding to the RFP as well as in the project itself, if they have realized the objectives and tasks initially presented and to what degree.

3.0 RFP Framework

While each RFP is unique, there are elements that are generally common to all RFPs. The length usually varies from 10 to 25 pages depending upon the complexity of the initiative, and attention needs to be given to presenting the information in as succinct a manner as possible. In preparing an RFP the writer should keep in mind what basic information is required to capture respondents' interest, and what information is needed to prepare a submission and meet regulatory requirements.

It is important to note that the order of these elements and level of detail in each are not set in stone. RFP writers should try to organize them so that they tell a coherent story about the work to be done and what respondents need to consider. The story these elements weave is not a prescription; it's an invitation to interested respondents to register their technical and creative expertise about how the task can be best addressed.

The following sections detail the key components of a typical professional planning RFP.

3.1 Cover Section

A cover section should be no more than one page in length and states the specific title of the project; associated project number if applicable; name of the company, municipality or government agency that is issuing the RFP; the date and time when the RFP should be submitted; and the address. Some organizations will also include the name and title of an individual representative as part of the address.

Giving the name and title of the issuing organization's representative, combined with the organization's logo, the cover provides a certain degree of recognition and authenticity. It indicates that the information contained in the RFP is sanctioned by people of authority in the issuing group.

3.2 Introduction

The second component provides an introduction to and description of the project. Sometimes referred to as project scope or requirement summary, this component is brief. Setting the terms and conditions of the RFP process is instrumental in helping the reviewers determine whether or not they are going to read the whole document.

Identification of mandatory requirements, such as qualifications, minimum experience and service delivery location, are provided in this component as well. Relationships between the issuing agency and other bodies, and how their respective needs and involvement are to be met in the project, are outlined in this part of the RFP. Also included are the current status of the project and an overview of other related projects and history.

Key points that should be included in this section include: whether late proposals will be accepted

- the number of copies of the proposal to be submitted and whether they are electronic, paper or a mixture
- indication that the respondent agrees to all terms and conditions associated with the RFP
- how and if queries about the preparation of proposals will be answered
- whether or not respondents whose submissions are unsuccessful are entitled to a debrief

- a stipulation that the issuing agency makes no commitment to making an award
- a provision authorizing the issuing agency to terminate contract negotiations if a signed agreement has not been reached within a certain time

Given a description of what an RFP response has to encompass, a planning consultant can ascertain on an initial level whether or not they can deliver on the project's requirements, if they want to be involved with the project, and whether or not there is a fit between what the consultant has to offer and what the agency requires.

3.3 Description of the Project

This and the following element describe what work is to be done, how it may be done, the services to be provided, and with whom the successful responder will be working. In particular, this element provides information about:

- the purpose of the project – what is to be accomplished and for whom
- how the project will be managed – the personnel involved and their respective roles and relationships, and the management processes to be followed
- key aspects of the project that are unique and/or of significance to the agency or organization issuing the RFP
- the geographical areas that are to be the focus of the project as well as areas that will be indirectly affected by the project – either during the process or as a result of decisions ultimately generated by the project's completion.

If the project is complex, consideration should be given on whether to provide additional information in a separate appendix or make reference to other documents that provide key details.

3.4 Description of Services Required

It is important that this component be clearly understood and supported by the issuing organization's personnel who will be directly involved with the project. Further, it is imperative that this understanding be clearly and consistently expressed to consultants responding to the RFP.

This component states clearly why the issuing agency is seeking assistance and identifies all primary issues which need to be addressed and resolved. Consideration also needs to be given to any issues that may complicate work on it. Similarly, it needs to be clear about what organizational and/or local community values need to be respected in undertaking the assignment.

This expression requires a balance on the part of the issuing agency. While it is important for the agency to be clear as to what it needs and wants, it should not be overly prescriptive. Consultants should be encouraged to offer suggestions as to how their unique contributions can assist the agency realize its goals and objectives in new ways.

3.5 Timelines

Timing requirements are essential components of RFPs. Agencies may have to make operating decisions based on consultant recommendations within a certain timeframe. Similarly, consultants have to consider the availability of their workforce to initiate, undertake and complete the work effectively within that timeframe.

The preparation of a timeline with specific milestones where the consultant and the issuing agency deliver/respond to specific tasks is essential to successful completion of the work. If the requesting agency provides the milestones, the consultant could be asked to determine how they can be met based on the experience of its team and working knowledge of the regulatory or other organizational requirements.

Consideration needs to be given to situations in which the timelines cannot be met, including a description of potential situations that might disrupt the schedule and how they might be managed.

3.6 Budget and Contracts

Information to be provided about budget has been and will continue to be a point of discussion as long as RFPs are used to solicit work. A definitive number is generally easier to work with in responding to an RFP, rather than having to guess how many resources have been allocated by an organization or external partners or funders.

A budget number provides two things. Firstly, it indicates how much an issuing agency values the work to be done. If consultants agree with this valuation and feel they can undertake the work for this sum, they will be more comfortable to respond. Part of the comfort comes from knowing that other consultants will be responding to the same conditions or scenario. The result is a level playing field. Secondly, the issuing agency can expect to receive similar types of responses which can be more readily compared. It is possible that issuing agencies will receive responses that are estimated either lower or higher than the budget provided. In such situations, the agency may discard both.

As the budget is a significant element of a contract, the form with which it is prepared and implemented can aid both the issuing agency and the respondents. Essentially there are two main forms:

- fixed sum – defined scope of work for fixed price
- cost-plus – time plus expense

Both of these forms can be and usually are broken down to the fees and expenses for each phase or milestone of the project. Each requires diligence on the part of the issuing agency and the respondents, who must ensure that they have the resources and experience required.

3.7 Qualifications

RFPs need to ask for current qualifications. Even if the RFP was preceded by a RFQ, it is important that respondents be asked for and given an opportunity to provide their most current experiences. This will help ensure that all proposals are assessed at their most recent best.

The qualifications should contain such information as:

- A description of the team assembled to undertake the work
- The responsibilities of the team members and how they relate to one another
- Experience and expertise of team members including experience of working together
- Examples of similar work that is relevant to the client, process and outcome
- References with current contact information.

3.8 Evaluation

The criteria by which the proposals are going to be evaluated need to be shared with RFP respondents. Usually they include but are not restricted to:

- qualifications of the project team
- understanding of the project
- familiarity with the geographic context
- familiarity with the regulatory regime(s) affecting the project
- methodology
- logistical capabilities
- schedule
- price

As well, information about who is going to conduct the evaluation and the weighting given to the individual criteria will be of interest to the respondents. They may be able to fine tune the proposal to further meet the needs of the agency.

3.9 Rejection of Proposals, Incurring Costs

While issuing organizations and responding consultants are expected to act in good faith when dealing with one another, it is important that the legal parameters within which they are operating are explicitly stated at the outset. For the issuing organization they include the following:

Rejection of Proposals

The issuing agency reserves the right to reject any and all proposals received as a result of this request and to cancel this solicitation at any time prior to the execution of a contract.

Incurring Costs

The issuing agency is not liable for any costs or expenses incurred by consultants in the preparation or submission of their proposals or for attendance at any meetings related to this request for proposal prior to the issuance of a contract.

3.10 Final Negotiations

The client (agency) reserves the option to negotiate the final costs, scope of work and modified terms and conditions as well as the option to limit or include parties at the Agency's sole and full discretion in such negotiations.

Delay with Negotiations

If a written contract cannot be negotiated in a reasonable period of time with the selected consultant, the agency may, at its sole discretion at any time thereafter, terminate negotiations with the consultant and either negotiate a contract with the next qualified consultant or terminate the solicitation process and not enter into a contract with any of the responding consultants.

Freedom of Information and Protection of Privacy

This request for proposal is subject to all applicable legislation including the *Municipal Government Act*, the *Personal Information Protection Act (PIPA)*, *Freedom of Information and Protection of Privacy Act (FOIP)* and the bylaws and policies of the organization.

4.0 Template Examples

No single RFP template is applicable to all settings and all issues. Rather, a basic set of template frameworks is provided below that can be modified or shaped to accommodate the needs of the issuing agency, the interests of respondents and characteristics unique to the topic being addressed.

Template One:

A basic foundation used by the Government of Saskatchewan follows this structure:

- Information About your Community/Organization/Agency
- Scope of Project
- Timelines
- Responsibilities
- Budget
- Information About the Consultant or Team
- Submission Requirements
- Criteria for Proposal Evaluation
- Terms and Conditions

Template Two:

The Federation of Canadian Municipalities (FCM) and its partner Local Governments for Sustainability (ICLEI) have prepared a template for use by Canadian municipalities to retain a consultant to help them prepare a Local Action Plan (LAP). It consists of the following sections:

- Cover Page
- Background
- Objective
- Scope of Work
- Timeline
- Budget
- Consultant Qualifications
- Submission requirements
- Evaluation Criteria
- Terms, Conditions, Clauses

Template Three:

A recent RFP in Alberta involving an Inter-municipal Development Plan included the following sections:

- Cover Page
- Proposal Submission
- RFP Inquiries
- Description of the Project – in this RFP, a separate section was referred to for the project's terms of reference, as an addendum. Respondents were also encouraged to review existing planning policy documents, separate to the RFP, that both participating municipalities made available
- Consultant Experience
- Team Structure of Consultant
- Project Completion Date
- Proposal Evaluation and Awarding
- Rejection of Proposals
- Incurring costs
- Final Negotiations
- Delay with Negotiations
- Freedom of Information and Protection of Privacy
- Addendum: Terms of Reference

5.0 Summary

There is a need for RFP writers to practise and hone their skills, in order to produce documents that are succinct and focussed. They have to have a sound appreciation of what their respective organizations want to realize through their RFP, the type of respondent they want to work with, how they can capture the attention and interest of qualified respondents, and how to effectively measure success. If they can accomplish this for a professional planning RFP, they will have achieved success in a challenging and unique literary form.

6.0 Information Sources

Further sources of RFP-related materials can be accessed online, including:

- APA (American Planning Association), *Choosing a Consultant Part 3. An RFP for Consulting Services*, 2017 (<https://www.planning.org/consultants/choosing/part3.htm>).
- Brazeau County and the Town of Drayton Valley, *Request for Proposal Brazeau County and the Town of Drayton Valley Inter-municipal Development Plan Review*, June 2017 ([https://www.brazeau.ab.ca/database/files/library/IDP_Request_for_Proposal_15_May_17\(1\).pdf](https://www.brazeau.ab.ca/database/files/library/IDP_Request_for_Proposal_15_May_17(1).pdf)).
- British Columbia, Alberta, Saskatchewan, Manitoba, *The New West Partnership Trade Agreement (NWPTA)*, amended July 2015
- British Columbia, Shared Services BC Logistics and Business Services, *Preparing RFPs: A Ministry Guide to the Request for Proposals (RFP) Process*, April 2016.
- Eeyou Marine Region Planning Commission, *Request for Proposal: Land Use Planner/Researcher*, October 2017.
- FCM (Federation of Canadian Municipalities) and ICLEI (Local Governments for Sustainability), *Request for Proposal Template: Guidance for Engaging Consultants in the Development of Milestones 1 – 3*.
- Government of Ontario, Canadian Free Trade Agreement, *Backgrounder Highlights of Canada's New Free Trade Agreement*, April 2017.
- Government of Saskatchewan, *Request for Proposals Guide*, Website 2018
- Kitsumkalum First Nation, *Request for Proposals Kitsumkalum Community Land Use Plan*, April 2017
- Municipality of North Cowichan, *Request for Proposal to Develop a: Watershed Management Plan for the Bonsall Creek Watershed (of Chemainus River Watershed)*, March 2014.
- Northwest Territories Association of Communities, *Toolkits*, July 2018 (<https://toolkitnwtac.com/>).

END of Document

A Planning Professionals Guide to Writing Requests for Proposals

NOW THEREFORE, the parties to the Agreement in consideration of the promises and of the mutual terms, covenants, and conditions to be observed and performed by each party, agree as follows:

1. "Services" means the provision of services as outlined in the Proposed Contract Terms, annexed hereto as Schedule "A", and as specified by this Agreement.
2. From _____ to _____, 20XX, the Consultant shall provide to the Owner the Services, in the amount of _____ (__) total billable hours (averaging _____ (__) billable hours per month over the course of the Agreement.
3. The consideration payable to the Consultant by the Owner for the proper performance and provision of the Services for this specified period shall be \$_____ plus the Goods and Services Tax.
4. The Owner will receive from the Consultant, on a monthly basis, invoices of \$_____ plus the GST, payable within fifteen (15) days of the receipt of an invoice as approved by the Owner's authorized representative.
5. For the term of this Agreement, the Owner appoints the [name official] as its authorized representative to provide direction to and communicate with the Consultant under this Agreement.
6. The Consultant appoints _____ as its authorized representative to communicate with the Owner under this Agreement.
7. The Consultant shall comply with the provisions of:
 - (a) Any Act of the legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted thereafter; and
 - (b) any regulations in force from time to time under any of the acts referred to in Section 7(a); and
 - (c) any applicable Minister's Guidelines.
8. The parties agree that in the event of dispute over any interpretation of any of the provision of this Agreement, or as to the interpretation or application of relevant Legislation, Regulation or Minister's Guideline, the dispute shall be referred to a sole mediator as set forth in Schedule "B" annexed hereto.

9. The provision of the Services by the Consultant shall only be carried out by an officer or employee of the Consultant who has received prior approval by the Owner, such approval which may be withheld, terminated or revoked by the Owner for any reasonable reason.
10. The Consultant agrees as follows:
 - (a) that all data files created or produced for the purposes of this Agreement, including "hard copy" and "electronic" data files, shall remain the property of the Owner and, that in the event of termination or expiry of this Agreement, the Consultant shall return all of the said "hard copy" and "electronic" data files forthwith to the Owner; and
 - (b) the Consultant, its authorized agents, employees or representative will not disclose or make known to any person at any time while this Agreement is in effect or at any time thereafter, any confidential matter or thing which comes to knowledge or is disclosed to the Consultant by reason of this Agreement and shall retain all such knowledge as confidential, unless the Consultant is expressly authorized by the Owner in writing to disclose or make known the knowledge.
11. Except as otherwise provided for in this Agreement, the Consultant shall be solely responsible for mileage and automobile expenses as well as computer hardware costs relating to the performance of this Agreement.
12. The parties to this Agreement may add to, delete, vary or amend any provision of this Agreement in writing and any changes that are mutually agreed upon by the said parties shall be included in and form part of this Agreement.
13. The parties agree that nothing in this Agreement shall create an employment relationship between the Consultant and the Owner. At all times the Consultant, in the execution of this Agreement, shall be considered an independent contractor.
14. The Consultant shall indemnify and hold harmless the Owner, its employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Consultant, its employees or agents, in the performance by the Consultant, its employees or agents, of this Agreement. In the event that any such claim or demand is made, the Owner shall:
 - (a) promptly notify the Consultant;
 - (b) permit the Consultant, if requested, to conduct and control the Consultant's own expense, the defense of such claim or demand and any related settlement negotiations; and

- (c) provide all reasonable assistance to the Consultant, and make no prejudicial admission in respect of the defense of any such claim or demand.

Such indemnification shall survive termination or expiry of this Agreement for a period of three years from the said termination or expiry.

15. The Owner shall indemnify and hold harmless the Consultant, its employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Owner, its employees or agents, in the performance by the Owner, its employees or agents, of this Agreement. In the event that any such claim or demand is made, the Consultant shall:

- (a) promptly notify the Owner, and;
- (b) permit the Owner, if requested, to conduct and control the Consultant's own expense, the defense of such claim or demand and any related settlement negotiations, and;
- (c) provide all reasonable assistance to the Owner, and make no prejudicial admission in respect of the defense of any such claim or demand.

Such indemnification shall survive termination or expiry of this Agreement for a period of three years from the said termination or expiry.

16. The Owner shall not be liable nor responsible for any bodily or personal injury or property damage whatsoever which may be suffered or sustained by the Consultant, its employees or agents, in the performance of this Agreement.

17. The Consultant shall, without limiting its obligation or liabilities herein, at its own expense, provide and maintain the following insurance in a form acceptable to the Owner with an insurer licensed in Alberta:

- (a) Comprehensive General Liability Insurance. NOTE: We suggest that the client (agency) check with its insurance provider to determine if the amounts and types of insurance are adequate for the particular work being requested in the RFP. The insurance to be inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof. Such insurance shall include:
 - (i) Premises, Property and Operation Liability;
 - (ii) Products and Completed Operations Liability;
 - (iii) Owner's and Contractor's Protective Liability;
 - (iv) Blanket Written Contractual Liability;
 - (v) Contingent Employer's Liability;
 - (vi) Personal Injury Liability, and;

- (vii) Liability With Respect to Non-Owned Vehicles;
 - (b) Commercial General Liability policy meeting these conditions is acceptable provided that its annual aggregate is at least TWO MILLION DOLLARS (\$2,000,000.00);
 - (c) Automobile Liability Insurance on all vehicles owned, operated or licensed, in the name of the Consultant, in the amount of TWO MILLION DOLLARS (\$2,000,000.00);
 - (d) Errors and Omissions - Professional Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) inclusive per occurrence, with an annual aggregate of at least TWO MILLION DOLLARS (\$2,000,000.00).
 - (f) The Consultant shall provide to the Owner, whenever requested, acceptable evidence of appropriate insurance. All required insurance shall be endorsed to provide the Owner with THIRTY (30) days advance notice of material change or cancellation.

- 18. Nothing in this Agreement shall be construed to obligate the Consultant to participate in, prepare for or appear as a witness in relation to any litigation or any other legal or court matter on behalf of the Owner, unless the Consultant is compensated for such Services as negotiated in a separate agreement.

- 19. This Agreement may be terminated:
 - (a) by either party upon giving at least thirty (30) days' notice in writing to the other party unless both parties mutually agree to a lesser notice period;
 - (b) automatically in the event that the Alberta Legislature brings into effect legislation that is fundamentally incompatible with the premises of this Agreement, or any relationship between the parties implied by this Agreement.

- 20. In the event of termination pursuant to Section 19 of this Agreement, the Consultant shall be entitled to the compensation provided in the Agreement and the Owner shall be entitled to receive the Services as per this Agreement until the date the Agreement terminates as the parties agreed to in Section 19.

- 21. This Agreement shall not be assignable by the Consultant without the written approval of the Consultant which will not be unreasonably withheld.

22. On or before _____, 20XX, that is the expiry date of this Agreement, the parties may enter into negotiations to extend and/or renew this Agreement, at which time the terms of this Agreement will be adjusted to account for any changes in the costs associated with undertaking this Agreement over time or any additional services undertaken.

IN WITNESS WHEREOF the parties hereunto affixed their signatures, on the date and year first written above.

IN the _____,
PROVINCE of ALBERTA

Owner

WITNESS or SEAL

Consultant

SCHEDULE A (MOA)

MEDIATION PROVISIONS

If any dispute shall arise between the parties with respect to any of the provisions of this Agreement, the party desiring the mediation may require same by giving a written notice to mediate to the other party. In such event, the parties shall within ten (10) days after the giving of such notice to mediate, agree upon a sole mediator who shall determine the dispute having regard to all the provisions of this Agreement, (provided that if the parties fail to agree on the nomination of a further mediator, either of the parties to the mediation may apply upon notice to the other to a Justice of the Court of Queen's Bench of Alberta who shall have jurisdiction to nominate such mediator). The decision of the mediator shall be binding upon the parties. The cost of each mediation shall be borne equally between the parties to the mediation unless the mediator shall otherwise decide. If any dispute has not been determined by the mediator within sixty (60) days of the giving notice to mediate, any party to the mediation at any time thereafter, but prior to a determination being made by the mediator, shall have jurisdiction to have recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any such purpose, the jurisdiction of the mediator in respect of such dispute shall cease.

Appendix B

Sample RFP Template

REQUEST FOR PROPOSALS

(Community)

REQUEST FOR PROPOSALS / ADVERTISEMENT

The _____ (the "Community") is seeking proposals in response to this RFP in relation to: **[describe the work or project]**. Proposals will be received by:

[INSERT NAME OF RESPONSIBLE PERSON AND CONTACT INFORMATION]

Time and date for the closing of the RFP is:

2:00:00 p.m. MST on _____, 20_____

(the "RFP Closing Date")

1. The proposal package can be obtained by contacting **[insert contact information]**.
2. Proposals must be open for consideration for a period of ninety (90) days after the RFP Closing Date **[or insert other number of days]** in order to allow for the Community to evaluate the various proposals and to undertake the negotiations with the selected proponents.
3. The Community reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion.
4. All written inquiries regarding the technical aspects of the Request for Proposals shall be faxed to **[insert contact information]**, however, each proponent acknowledges and agrees that the Community does not have an obligation to provide a response to any written inquiry. Telephone inquiries and email inquiries will not be replied to.
5. If the Community, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all proponents who have requested a copy of the Request for Proposals and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to the Request for Proposals and will be deemed to be part of the Request for Proposals.

_____ **(Community)**
REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:

[Community to insert title of the RFP] (the “Work”)

1.0 INTRODUCTION

1.1 Purpose of RFP

1.1.1 The _____ (the “Community”) seeks innovative proposals from interested parties for the following:

[Community to insert detailed description of the work]
(“the Work”).

1.1.2 If the Community receives a proposal acceptable to it, the Community will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the Community, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in an envelope marked “_____ **[name of Community]** Request for Proposal for **[Community to insert title of RFP]** (the “Proposals”) on or before 2:00:00 p.m. (Mountain Standard Time) on **[Community to insert date]** (the “RFP Closing Time”) to:

_____ **(Name of Community)**

[Community to insert address for delivery]

Attention: _____, SAO

No faxed or electronically submitted Proposals will be accepted by the Community.

1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.

1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the Community without further consideration.

1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:

[Community to insert contact person name and fax number]

- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the Community, may be communicated. The name and contact information is to be emailed to the Community's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The Community is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the Community, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the Community will be responded to after **[Community to insert date]**.

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the Community.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the Community, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;

- 1.3.2.6 that it shall not be entitled to claim against the Community, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Community or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the Community will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Community's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the Community to negotiate with any Proponent for the Contract whom the Community deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Community and acknowledges that the Community may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and no Contractual Relationship**

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

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 **Discretion of Community**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The Community is not bound to accept any Proposal. At any time prior to execution of the Contract, the Community may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Community reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the Community.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by Community, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The Community makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

- 1.7.3 No implied obligation of any kind by, or on behalf of, the Community shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Community, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the Community or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the Community, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Community any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents to review the General Specifications attached hereto as Schedule "A".

[Community to insert as Schedule "A" the description of the work on what the Community wants proposals on. This should outline the work in a general fashion as well as provide any specific items that the Community wants addressed so as to provide the proponents with sufficient information on which to base their proposals to accomplish the work]

3.0 PROPOSAL REQUIREMENTS

The Community reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The Community reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontractor, agent or employee, which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.

- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the Community as set out in this RFP.
- 3.1.5 Prices for the Work shall be inserted by the Proponent in the form attached hereto as Schedule "B" and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

[Community to insert Price form to be completed by proponent as Schedule "B"]

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as Schedule "B", must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Proof of Workers' Compensation account in good standing at the time of Proposal submission;
- 4.1.2 A copy of a valid and subsisting Certificate of Recognition ("COR") issued by the Northern Safety Association;
- 4.1.3 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP; and

- 4.1.4 A Consent of Surety for a Performance Bond and a Labor and Material Payment Bond each in the amount of 50% of the Proposal price. Please discuss with Northern Communities Insurance Program insurance advisor

4.2 Insurance to be carried by Successful Proponent

[NOTE: WE SUGGESTS THAT THE COMMUNITY CHECK WITH ITS INSURANCE PROVIDER TO DETERMINE IF THE AMOUNTS AND TYPES OF INSURANCE ARE ADEQUATE FOR THE PARTICULAR WORK BEING REQUESTED]

The Contractor shall without limiting its obligations or liabilities hereto, obtain and maintain at its sole expense and pay for during the period of this contract the following insurance coverage. The amount and type of insurance specified herein in no way reduces or limits the liability or responsibility of the Contractor hereunder.

Within 14 days after acceptance of the Contractors tender the Contractor shall, unless otherwise directed in writing be the Community, deposit with the Community an Insurer's Certificate of Insurance in a form acceptable to the Community and if requested, the originals or certified true copies of all insurance contracts maintained by the Contractor pursuant to the insurance coverage requirements shown hereunder.

The provisions of the insurance coverage requirements contained hereunder are not intended to cover all of the Contractors risk under this contract. Any additional risk management measures or additional insurance coverage the Contractor may deem necessary to fulfill its obligations under this contract shall be at the Contractors own discretion and expense.

The Contractor agrees to waive all rights of recourse against the Community for damages to any of the Contractor's property or property of others for which the Contractor is responsible and the Contractor's Insurers have no right of subrogation against the Community except those claims which are the result of the negligent acts or omissions of the Community.

Minimum insurance required is as follows:

- 4.2.1 **Commercial General Liability Insurance** with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and property damage including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than 12 months from the date of the Final Certificate of Completion. The insurance policy shall include but is not limited to:

- Premises, Property and Operations Liability
- Products and Completed Operations Liability
- Owners and Contractor's Protective Liability
- Blanket Written Contractual Liability

- Broad Form Property Damage Extension
- Personal Injury Liability
- Employees as Additional Insured
- Cross Liability
- Contingent Employers Liability
- Non-owned Automobile Liability SPF # 6

The Policy must show the Community Government as an additional but only with respect to the operations of the named insured. The policy will also be endorsed to provide 30 days written notice of cancellation or reduction in the insurance coverage to the Community Government.

- 4.2.2 **Automobile liability insurance** with respect to Contractor's owned and leased, licensed vehicles used directly or indirectly in the performance of the work with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury death and property damage as per Standard Policy Form # 1.
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than \$2,000,000.00 any one occurrence;
- 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels if required.
- 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Northwest Territories;
- 4.2.6 Such other insurance as the Community may from time to time reasonably require.

4.3 Evaluation

- 4.3.5 After the RFP Closing Time, the Community will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.6 In evaluating the Proposals received, the Community will consider all of the criteria listed below in Section 4.3.3, and the Community will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the Community has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.3.7 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the

Community to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Evaluation Criteria	Mark (%)	Points available	Subtotal
Total Points Available		100	

The Community may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the Community's evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

- 4.3.8 The Community also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

- 4.3.9 At all times, the Community reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain open for the Community's consideration for a period of ninety (90) days following the RFP Closing Date in order to allow for the Community to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the Community and the selected Proponent(s) is attached hereto as Schedule "C".
[Community to insert a copy of the draft contract]

4.5 Information Disclosure and Confidentiality

All documents submitted to Community will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in Community's custody or control. It also prohibits Community from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the Community cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

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

4.7 Documents

All documents submitted by a Proponent shall become the property of Community upon being presented, submitted, or forwarded to Community. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of Community upon their being presented, submitted or forwarded to Community.

4.8 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the Community may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their

agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other Community works. For clarity, the confidentiality obligations set out herein applicable to the Community's use of information shall not interfere with the Community's right to use concepts, ideas, suggestions and directions as herein described.

4.9 Agreement on Internal Trade and New West Partnership Trade Agreement

The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

4.10 Site Conditions

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

4.10.5 the nature of the Work;

4.10.6 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;

4.10.7 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

4.10.8 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

4.10.9 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The Community is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. Community and Community's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the Community nor the Community's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the Community, the Community's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the Community, the Community's consultants or any of their respective representatives.

4.11 Law and Forum of Proposal

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