



Alberta Municipal Affairs,
Municipal Services and Legislation
Planning Unit
17th Floor, Commerce Place
10155 – 102 Street NW
Edmonton, AB, T5J 4L4

REQUEST FOR PROPOSALS (“RFP”) NUMBER 01090-S08

2017 Subdivision and Development Appeal Board Training Program for clerks and members

Municipal Services and Legislation

RFP Issue Date:	September 20, 2017
RFP Closing Date and Time:	October 25, 2017 no later than 16:00 Alberta Time
Contracting Manager:	Olimpia Pantelimon
Telephone:	780-422-8314
Facsimile:	780-420-1016
Email:	olimpia.pantelimon@gov.ab.ca

1.	INTRODUCTION.....	4
1.1	PREAMBLE.....	4
1.2	RFP DEFINITIONS	4
1.3	INTERPRETATION	6
2.	PROJECT INFORMATION	7
2.1	PROJECT OVERVIEW.....	7
3	SERVICES, MANDATORY REQUIREMENTS, AND DESIRABLE PROVISIONS	8
3.1	SERVICES.....	8
3.2	REPORTING	9
3.3	MANDATORY REQUIREMENTS - CORPORATE	11
3.4	DESIRABLE PROVISIONS - CORPORATE.....	11
3.5	MANDATORY REQUIREMENTS – PROPOSED RESOURCES.....	12
3.6	DESIRABLE PROVISIONS - PROPOSED RESOURCES	12
3.7	FACILITIES	12
4.	PRICING	13
4.1	FORM OF PRICING.....	13
4.2	CALCULATIONS.....	13
4.3	PROJECT BUDGET	13
5.	PROPOSAL.....	13
5.1	HOW TO ORGANIZE THE PROPOSAL	13
5.2	WHAT TO PUT IN THE PROPOSAL.....	13
5.2.1	RESPONSE TO RFP REQUIREMENTS.....	14
5.2.2	PROONENT PROFILE	15
5.2.3	SERVICE DELIVERY APPROACH	16
5.2.4	APPENDICES	16
5.2.5	CONTRACT PROVISIONS	16
6.	EVALUATION	16
6.1	SCREENING.....	16
6.2	RATING	16
6.3	PROPOSAL EVALUATION CRITERIA	16
6.4	SHORT LISTING	18
6.5	REFERENCE CHECKS	18
6.6	SELECTION	18
6.7	RESOURCE REPLACEMENT.....	19
6.8	PROPOSAL CLARIFICATIONS	19
7.	RFP TERMS AND CONDITIONS	19
7.1	ACCESS TO RFP DOCUMENTS	19
7.2	RFP SCHEDULE OF EVENTS.....	19
7.3	PROONENT INFORMATION SESSION	19
7.4	PROPOSAL SUBMISSION	20
7.5	PROPOSAL PUBLIC OPENING.....	21
7.6	MULTIPLE PROPOSALS	21

7.7	PROPONENT TEAM PROPOSALS	21
7.8	PRICE	21
7.9	PROPONENT QUESTIONS	22
7.10	PROPOSAL ALTERATIONS AND IRREVOCABILITY	22
7.11	PERIOD OF COMMITMENT	23
7.12	PROPOSAL IRREGULARITY OR NON-COMPLIANCE	23
7.13	PROPOSAL RETURN	23
7.14	CONFIDENTIALITY AND SECURITY OF INFORMATION	23
7.15	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA) (FOIP)	23
7.16	CONSENT TO THE USE OF PERSONAL INFORMATION	24
7.17	CONFLICT OF INTEREST	24
7.18	LOBBYISTS ACT	24
7.19	AGREEMENT ON INTERNAL TRADE AND NEW WEST PARTNERSHIP TRADE AGREEMENT	25
7.20	MODIFIED RFP PROCESS	25
7.21	RFP TERMS AND CONDITIONS	25
7.22	EXTENSION, AMENDMENT TO OR CANCELLATION OF RFP	25
7.23	COSTS OF THE PROPOSAL	25
7.24	CONTRACT AWARD	26
7.25	REPRESENTATIONS AND WARRANTIES	26
7.26	RELEASE OF PROPOSAL INFORMATION	26
7.27	PROPONENT DEBRIEFING	26
7.28	LIMITATION OF LIABILITY	26
7.29	PROPOSAL ACCEPTANCE/REJECTION	26
	APPENDIX A– CONTRACT	27
	APPENDIX B– SERVICES	48
	APPENDIX C - PROPOSAL SUBMISSION FORM	59
	APPENDIX D – SERVICE DELIVERY APPROACH	65

1. INTRODUCTION

1.1 PREAMBLE

Proponents are invited to submit Proposals for the provision of Services in accordance with the specifications and terms and conditions set out in this RFP.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to the Province while offering Proponents a fair and equitable opportunity to participate.

Proponents are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term, condition or mandatory requirement of this RFP may result in rejection of the Proposal.

1.2 RFP AND PLANNING AND DEVELOPMENT DEFINITIONS

Terminology used throughout this RFP is defined as follows and in the Contract (Appendix A):

“**Alberta Purchasing Connection**” or “**APC**” means the Government of Alberta’s electronic tendering system.

“**Alberta Time**” means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* (Alberta).

“**Business Day**” means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.

“**Contract**” means the written agreement between the successful Proponent and the Province to provide the Services and Materials contemplated by this RFP.

“**Contracting Manager**” means the individual referenced on the cover page of this RFP.

“**Contractor**” means the legal entity that will enter into the Contract with the Province.

“**Evaluation Team**” means individuals who will evaluate the Proposals on behalf of the Province.

“**Facilities**” means adequate office space and equipment including desk and chair, personal computer, telephone and office supplies and access to printer and facsimile, as are determined to be necessary by the Province for the performance of the Services by the Contractor.

“**Fixed Hourly Rate**” means the definite and predetermined hourly rate charged for the performance of the Services by the successful Proponent’s resources.

“**Fixed Price**” means a definite and predetermined price charged for the performance of the Services by the successful Proponent’s resources.

“**Materials**” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;

“**must**” or “**mandatory**” or “**shall**” means that the requirement so described must be met in a substantially unaltered form in order for the Proposal to be compliant.

“**Personal Information**” means “**personal information**” as defined in the *Freedom of Information and Protection of Privacy Act* (Alberta) (*FOIP*)

“**Prime Proponent**” means the Proponent in a Proponent Team that is responsible for the provision of all Services and Materials, and with whom the Province will enter into the Contract should the Proponent Team be awarded the Contract pursuant to this RFP.

“**Project**” means the project outlined in section 2 of this RFP.

“**Proponent**” means an individual, organization or Proponent Team responding to this RFP with a Proposal.

“**Proponent Team**” means two or more individuals and or organizations that together submit a Proposal.

“**Proposal**” means the Proponent’s response to this RFP, and includes all the Proponent’s attachments and presentation materials.

“**Province**” means Her Majesty the Queen in right of Alberta as represented by the Minister of **Municipal Affairs**.

“**Request for Proposals**” or “**RFP**” means this solicitation for the Services and Materials including attached appendices.

“**RFP Closing Date and Time**” means the date and time as stated on the cover page of this RFP.

“**Services**” means the work, duties, functions and deliverables to be provided by the Contractor as specified in Appendix B to this RFP.

“**Service Delivery Approach**” means the requirements and provisions set out in Appendix

D to this RFP and a Proponent’s Proposal in relation to such requirements and provisions.

“**should**” or “**desirable**” means that a provision so described has a significant degree of importance to the Province and will be scored in the evaluation of the Proposal.

PLANNING AND DEVELOPMENT DEFINITIONS

“**Development authority**” means a development authority established by bylaw pursuant to section 624 of the *Municipal Government Act (MGA)*;

“**SDAB**” means Subdivision and Development Appeal Board established by a bylaw made pursuant to section 627 of the *MGA*;

“**Intermunicipal SDAB**” means a SDAB established through an agreement authorized by bylaw between two or more municipalities in accordance with section 627(1)(b) of the *MGA* ;

“**Statutory plan**” means an intermunicipal development plan, a municipal development plan, an area structure plan and an area redevelopment plan adopted by bylaw by a municipality under Part 17 Planning and Development, Division 4 of the *MGA*;

“**Subdivision**” means the division of a parcel of land by an instrument and “subdivide” has a corresponding meaning, in accordance with Part 17 Planning and Development of the *MGA*;

“**Subdivision authority**” means a subdivision authority established by bylaw pursuant to section 623 of the *MGA*;

“**SDAB member**” means a person appointed to the SDAB that meets the qualifications established under the regulation made in accordance with proposed section 627.3(b) of the *MGA*;

“**Clerk of the SDAB**” means a designated officer appointed by bylaw to serve as clerk to the SDAB and that has successfully completed the training program established under the regulations made pursuant to the proposed section 627.3(a) of the *MGA*;

1.3 INTERPRETATION

- a) Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
- b) Words in the singular include the plural and vice versa.

2. PROJECT INFORMATION

2.1 PROJECT OVERVIEW

a) Project Background

Municipalities must establish, by bylaw, a subdivision authority and a development authority or join an inter-municipal service agency to make decisions on subdivision applications and development permit applications (s. 623, 624 MGA). Municipalities must also establish, by bylaw, a Subdivision and Development Appeal Board (SDAB), or an Intermunicipal Subdivision and Development Appeal Board, to process and hear appeals of decisions on development permits, subdivision applications and stop orders issued under the Part 17 of the *Municipal Government Act*. Council appoints SDAB clerks and members to the SDAB. Through recent changes to the *MGA*, SDAB clerks are now required to successfully complete SDAB training established by regulation before being appointed as a Clerk of the SDAB. SDAB members have to meet the qualifications as set out in the regulation. The skills and competencies of the SDAB clerks and members have a significant impact on municipal operations, accountability and sustainability, and as well on public satisfaction with municipal planning decision making.

Since 2001, Municipal Affairs has tendered SDAB training manual updates and training session delivery across the province shortly after municipal elections. This was to address the provision of effective municipal government and fair, timely fact-reasoned local decision making as a result of the SDAB membership and clerk changes that occur post-municipal election.

Under the new provisions of the *Municipal Government Act (MGA)*, the ministry is responsible for developing the SDAB training program and curriculum and updating the SDAB training manual. Municipalities are responsible for ensuring clerks have successfully completed SDAB training established by regulation, and SDAB members have met the qualifications as set out in the regulation. The draft SDAB Regulation, posted for public input requires training be completed within six months after s. 627.1 and 627.3 of *MGAA* (2015) are proclaimed.

b) Project Objectives

To address changes in the *MGAA* and related regulations, the ministry is undertaking the development of the 2017 SDAB Training program, which includes the SDAB Training Curriculum for clerks and the SDAB Training Curriculum for members, the update of the SDAB Training Manual for clerks and members, and the delivery of a number of SDAB training sessions across the province.

The undertaking aligns with the Municipal Affairs ministry's key strategy 1.2 in the Business Plan 2017-20 - "implement approved amendments to the *Municipal Government Act*, develop new and updated regulations in support of the legislation, and

support municipalities in adapting to new provisions strengthening accountability, transparency, planning, and sustainability”. It supports the Minister’s commitment to implement the *MMGA* legislative changes, and the *MGA* Change Management Strategy. This will enable municipalities to comply with the new legislative requirements, support the local appeal process.

c) Project Structure / Business Model

The successful proponent will work with the Project Manager and a SDAB Training Committee to develop and agree on a workplan, and will provide a progress report on the status of the project to the Project Manager on a biweekly basis. The successful proponent will submit the deliverables as described in Appendix B, section 1 Services, services and deliverables chart, pages 48-50, when complete to the Project Manager for approval.

d) Related Project Documents

The successful proponent will be provided with project related documents as described in section 3.7 Facilities, identified as Resources, page 12, via email (with a memory stick backup copy). The successful proponent may be provided with additional documents on a sign-out basis.

All documents provided will be used for the sole purpose of completing the deliverables required, and must be kept in confidentiality, and must be returned to the Province, or destroyed, upon the completion of the contract.

3 SERVICES, MANDATORY REQUIREMENTS, AND DESIRABLE PROVISIONS

3.1 SERVICES

The Province requires the following services and deliverables as set out in Appendix B to this RFP. The anticipated duration of services is of 8 (eight) /to12 (twelve) months. The Province, in its discretion, will confirm actual start and end dates for the services and deliverables in finalizing the Contract. The Province may require services and deliverables outlined in Part I, numbered 1 to 8, or services and deliverables outlined in Part II numbered 9 to 10, or all services and deliverables outlined in Part I, and Part II fully detailed in the RFP Appendix B, Services / Deliverables Chart (pages 48-50).

The Province may initially require only deliverables in Part I of the RFP (as per described services / deliverables Chart in Appendix B, pages 48-50, and may further extend the Contract, under the same terms and conditions, for an additional term of up to 6 (six) months to perform services /deliverables in Part II, in the RFP Appendix B Services / Deliverables Chart (pages 48-50). The SDAB Training Sessions Delivery should be 2 (two) days (full day one day for SDAB clerks, and another day for SDAB members) in 5 (five) locations across Alberta.

3.2 REPORTING

The Contractor will be required to submit bi-weekly written status reports to the Province. These status reports should outline:

- 3.2.1 Overall summarization of the Project progress;
- 3.2.2 Services provided;
- 3.2.3 Remaining deliverables, progress, expected delivery on each, and
- 3.2.4 Issues and concerns affecting specific deliverables and the Project Schedule or any other aspect of the Project.

Services consist of completing the following deliverables:

Part	No	Service/Deliverable	Prompts	Format *
Part I	1	SDAB Training Program WorkPlan	Includes but is not limited to the following deliverables: tasks, milestones, resources, deliverables, risks mitigation, communication and reporting	SDAB Training Program WorkPlan 3 printed and electronic copy (Microsoft Word Document, and Microsoft Excel if needed)
	2	SDAB Training Program Biweekly Reports	Includes but is not limited to the following elements: meeting agenda, meetings minutes, and project deliverables status	SDAB Training Program Biweekly Reports electronic copy (Microsoft Word Document, and Microsoft Excel if needed)
	3	SDAB Training Curriculum for clerks and members	Includes but is not limited to: (A) Learning objectives, knowledge of planning law and subdivision and development approval processes, knowledge of administrative law procedures, roles and responsibilities for clerks and members, decision writing, approaches to certify a training participant as “trained” (given the legislative requirement of mandatory training for SDAB clerks and members), approaches to articulate qualifications for board members; (B) Complete program and courses outline for newly appointed clerks and members, and refresher program and courses outline for returning clerks and members; (C) Approaches to deem a training participant as “trained” after taking the training developed under the approved curriculum;	SDAB Training Curriculum for SDAB clerks and members 10 printed reports and electronic copy (Microsoft Word Document, and Microsoft Excel if needed)
	4	SDAB Training Manual for clerks and members	Includes but is not limited to: (A) Planning Law and subdivision and development approval processes, enforcement of planning rules, other legislation affecting land use and development, municipal plans and zoning, hierarchy of plans, planning ethics, evidence based decision making; (B) Administrative law and natural justice procedures, principles of natural justice; (C) Clerks roles and responsibilities, ethics, decision writing, communication with media and the community;	SDAB Training Manual for clerks and members electronic copy (Microsoft Word Document, and Microsoft Excel if needed)

			<p>(D) Board members roles and responsibilities, ethics, decision writing, communication with media and the community;</p> <p>(E) Case Law collection of a minimum 10 cases on SDAB hearings covering 2000-2017 (it could go further into the past if an important lesson is to be highlighted), including but not limited to: case presentation, discussion and lessons learned. Proponent may get inspired by reading Municipal and Planning Law monthly newsletters (for instance Aird&Berlis LLP) or the American Planning Association Commissioner’s Newsletter, etc.;</p> <p>(F) Mock-Up Collection of minimum of 12 exercises / cases outlining but not limited to: Context, Application, Background, Blueprints as needed, the Development Officer’s Report, the DO’s Decision, the Basis of Appeal, SDAB preparations before the Hearing, SDAB Hearing with hypothetic Evidence “pro” and “cons”, Board discussion (“in camera” to be considered in at least 3 exercises), Written Decision, Board release for communication, Lessons to be Learned;</p> <p>(G) A section of Frequent Q&A and SDAB pre hearing requirements, SDAB during the hearing requirements, SDAB evidence, roles and responsibilities for SDAB clerks, for SDAB members, bias and perceived bias, decision, notification, SDAB decision challenged in court;</p>	
5	SDAB Fact Sheets series (minimum 6 topics)	Includes but is not limited to the following topics: (A) Hearing Process (B) Timelines for Appeal (C) Writing Decisions (D) Provincial and Municipal Planning (E) SDAB vs MGB (F) SDAB Clerks and Members Responsibilities	SDAB Fact Sheets electronic copy (Microsoft Word Document)	
6	SDAB Training PowerPoint Presentation with Speaking Points for 1Day training for SDAB Clerks	Includes but is not limited to: outlines of the chapters in the manual in a condensed manner (3 hours), court cases (30 minutes) , exercises from the manual (3 hours), ethics and bias for SDAB clerks (30 minutes).	SDAB Training PowerPoint Full Day for clerks electronic copy (PowerPoint Document)	
7	SDAB Training PowerPoint Presentation with Speaking Points for 1Day training for SDAB Members	Includes but is not limited to: outlines of the chapters in the manual in a condensed manner (3 hours), court cases (30 minutes), exercises from the manual (3 hours), ethics and bias for SDAB members (30 minutes).	SDAB Training PowerPoint Full Day for members electronic copy (PowerPoint Document)	
8	SDAB Training Program Approval and Amended Manual, Fact Sheets and PowerPoints	Includes but is not limited to the following elements: amended Manual, Fact Sheets, and PowerPoints as per the Deputy Minister’s approval of the SDAB Training Program for clerks and members Curriculum MO.	<p>(A) SDAB Training Manual for clerks and members 100 printed and electronic copy (Microsoft Word Document, and Microsoft Excel if needed);</p> <p>(B) SDAB Fact Sheets 100 printed and electronic copy (Microsoft Word Document)</p> <p>(C) SDAB Training PowerPoint Full Day for clerks 100 printed and electronic copy</p>	

				(PowerPoint Document) (D) SDAB Training PowerPoint Full Day for members 100 printed and electronic copy (PowerPoint Document)
Part II	9	SDAB Training Sessions Delivery 2 Days (full day, one day for SDAB clerks, and another day for SDAB members) in 5 locations across Alberta	Includes but is not limited to the following deliverables for each session delivered: registration management and report, session delivery [introductions, theoretic material in manual presentation (3 hours), court cases (30 minutes), exercises from the manual and mock hearing (3 hours), ethics and bias for SDAB members (30 minutes), questions and answers], facility booking and management, info bulletin regarding the SDAB training session, preparation, administration and reporting on training using and existing questionnaire approved by the contract project manager.	In person approved training delivered on approved locations
	10	SDAB Training Registration Report and Existing Questionnaire Reports	Includes but is not limited to the following deliverables for all delivered sessions: registration management and report (number of requests for training, waiting list indicating the municipality and the SDAB where they serve), exiting questionnaire and report (inquiring about satisfaction with the training attended regarding the planning theory & legislation, administrative law, roles and responsibilities, ethics, evidence, decision writing, exercises practices, questions answered, readiness to sit on the appeal).	SDAB Training Registration Report and Exiting Questionnaire Report 10 printed reports and electronic copy (Microsoft Word Document, and Microsoft Excel if needed); SDAB Training Exiting Questionnaire - 200 printed documents and electronic copy (Microsoft Word Document).
<p><i>Note: * Project deliverables electronic copies must be provided in Microsoft Office 2010 series , and as indicated in the chart above using Word 2010 and PowerPoint 2010; should the need arise and upon approval other Microsoft 2010 series formats may be used, such as Excel 2010, Publisher 2010, Project 2010.</i></p>				

3.3 MANDATORY REQUIREMENTS - CORPORATE

The Proponent must demonstrate that it meets the mandatory requirements as set out in Attachment # 1 to Appendix C to this RFP.

Proposals which exceed the mandatory requirement numbers or provisions will receive additional scoring (see evaluation chart, section 6.3 Proposal Evaluation Criteria, pages 16-18).

3.4 DESIRABLE PROVISIONS - CORPORATE

The Proponent should demonstrate that it meets the desirable provisions as set out in Attachment # 1 to Appendix C to this RFP.

3.5 MANDATORY REQUIREMENTS – PROPOSED RESOURCES

The Proponent must demonstrate that it meets the mandatory requirements as set out in Attachment # 2 to Appendix C to this RFP.

Proposals which exceed the mandatory requirement numbers or provisions will receive additional scoring (see evaluation chart, section 6.3 Proposal Evaluation Criteria, pages 16-18).

3.6 DESIRABLE PROVISIONS - PROPOSED RESOURCES

The Proponent should demonstrate that it meets or exceeds the desirable provisions as set out in Attachment # 2 to Appendix C to this RFP.

Proposals which exceed the mandatory requirement numbers or provisions will receive additional scoring (see evaluation chart, section 6.3 Proposal Evaluation Criteria, pages 16-18).

3.7 FACILITIES

The Province will provide the following Resources to support the Contractor in its performance of the Services:

- Municipal Affairs Business Plan 2017-2020,
- Alberta Legislative Framework (digital copy in PDF format),
- Subdivision and Development Appeal Board (SDAB) Manual 2015 (digital copy in PDF format),
- Municipal Government Act (digital copy in PDF format),
- Municipal Government Amendment Act (Bill 20) 2015 (digital copy in PDF format),
- Modernized Municipal Government Act (Bill21) 2016 (digital copy in PDF format),
- Act to Strengthen Municipal Government (Bill 8) 2017(digital copy in PDF format),
- Municipal Affairs Business Plan 2017-2020,
- Municipal Government Act – A Post Amendment World – MGA Change Management Strategy (digital copy in PDF format)
- Draft or Final Subdivision and Development Regulation (digital copy in PDF format)

The Contractor shall be responsible for providing the following Facilities and Resources in order to perform the Services:

- Workshop facilities for a minimum of five locations. Consultant/contractor must be able to travel to selected and approved Alberta municipalities to deliver in person, 2 (two) full day training workshops (as per description in RFP Appendix B, Services / Deliverables Chart (pages 48-50),

- Telecommunications and audio-video functionality, and
- The contractor is responsible for their office and computing needs.

4. PRICING

4.1 FORM OF PRICING

The Proposal must provide the Fixed Price inclusive of the costing proposal, inclusive of all expenses required by the Proponent to produce all project deliverables as described in Appendix B of this RFP Services/Deliverables Chart (pages 48-50).

If a contingency is built into the pricing, please define the reasons for the contingency, and the amount of contingency.

4.2 CALCULATIONS

If the Proponent's "Total Fixed Price" as proposed in the Pricing Form, which is Attachment #3 to Appendix C, is miscalculated, then the Province will use the individual Fixed Price components comprising the Total Fixed Price to calculate the correct Total Fixed Price.

4.3 PROJECT BUDGET

The Province anticipates the budget for the services to be \$150,000.00.

5. PROPOSAL

5.1 HOW TO ORGANIZE THE PROPOSAL

To assist evaluation by the Evaluation Team, Proposals should be organized in the following format using the section titles and sequence listed below:

- a) Table of Contents;
- b) Proposal Submission Form;
- c) RFP Requirements (as set out in Attachments 1-3 to Appendix C to this RFP);
- d) Proponent Profile;
- e) Service Delivery Approach; and
- f) Appendices, if any.

5.2 WHAT TO PUT IN THE PROPOSAL

It is mandatory that Proposals include responses to requirements described with a "must",

“mandatory” or “shall” in this RFP. Failure to provide a response to requirements described with a “must” “mandatory” or “shall” will result in rejection of the Proposal. It is highly desirable that Proposals also respond to “should” provisions in this section. Proponent should ensure that all supporting information is included so that the Province can evaluate the Proponent’s ability and suitability to perform the Services. The Proposal response to all mandatory requirements and desirable provisions in this section will be evaluated, and desirable provisions scored. In addition, a Proponent should provide cross references to any parts of the Proposal that contain information that the Proponent wishes to be considered in the evaluation of any given requirement or provision.

5.2.1 Response to RFP Requirements

a) Proposal Submission Form

Submission of the Proposal shall be deemed agreement by the Proponent that if awarded the Contract, the Proponent will perform the Services in accordance with the Contract. The Proposal should include a cover letter in the form of a completed Proposal Submission Form found in Appendix C.

The Proposal should include the mandatory and desirable provisions as outlined in this RFP in Appendixes B, C, and D.

b) Mandatory Requirements and Desirable Provisions - Corporate

Proposals must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in the Mandatory Requirements -Corporate and Desirable Provisions - Corporate, Attachment # 1 to Appendix C.

c) Mandatory Requirements and Desirable Provisions - Proposed Resources

For each proposed resource, Proposals must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in Attachment # 2 to Appendix C to this RFP.

In addition, for each proposed resource, the Proposal should include the following information:

- A résumé detailing the proposed resource’s education, work experience;
- The earliest date the proposed resource is available to perform the Services; and
- At least three business-related references.

If a résumé or references are not included with the Proposal, the Proponent must provide them within two Business Days of a request by the Province to do so.

d) **Price**

In their Proposals, Proponents must use the Pricing Form, which is Attachment #3 to Appendix C, or a similar representation of the same information, to submit their pricing for the Services described in this RFP.

All prices must be in Canadian Dollars.

5.2.2 Proponent Profile

a) The Proposal must include the following:

- The legal name of the Proponent;
- A Proponent contact for all questions and clarifications arising from the Proposal. The contact information should include the person's title, address including email, telephone and facsimile number;
- Details of any subcontracting arrangements proposed by the Proponent

b) The Proposal should include:

- A brief corporate background, especially pertaining to experience on similar projects (including project references); and
- The location of the Proponent's head office and, if applicable, service centres.
- The legal name and address of any proposed sub-contractors.

c) In the case of Proponent Team Proposals, the Proposal must:

- Identify the members of the Proponent Team and the Prime Proponent who will be the Proponent Team's contact with the GoA department;
- Provide the legal name of the Prime Proponent; and
- Describe the role of the Prime Proponent and each Proponent Team member.

d) In the case of Proponent Team Proposals the Proposal should:

- Provide the location of the head office and, if applicable, service centres for each Proponent Team member;
- Provide the legal name of each Proponent Team member; and
- Demonstrate a Proponent Team management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services.

Where the information requested of a Proponent in 5.2.2 b) or a Prime Proponent in 5.2.2 d) above is not included with the Proposal, the information must be provided within two Business Days of a request by the Province to do so.

5.2.3 Service Delivery Approach

In their Proposals, Proponents must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in Appendix D-Service Delivery Approach to this RFP.

5.2.4 Appendices

If a Proponent wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the Proposal.

5.2.5 Contract Provisions

Proponents, by submitting a Proposal, are deemed to have accepted each of the provisions of the Contract in Appendix A exactly as drafted. Schedules A and B to the Contract and any blank items will be completed by the Province when preparing the Contract to be entered into with the successful Proponent.

6. EVALUATION

6.1 SCREENING

After receiving the Proposals, the Evaluation Team will screen each to determine if the Proponent met the mandatory requirements of this RFP. A Proponent must provide sufficient detail in its Proposal to demonstrate that it has met this RFP's mandatory requirements.

The Evaluation Team will then evaluate Proposals that have passed the initial screening.

6.2 RATING

The Evaluation Team will use the following criteria to evaluate Proposals. Subject to the requirements of FOIP, the evaluations shall be confidential, and not released to any party.

6.3 PROPOSAL EVALUATION CRITERIA

The RFP evaluation criteria will be distributed within the following categories.

Evaluation Categories		Weight
A	Expertise and skills of members of the Project Team and the consultant	20 %
B	Proposed Approach	10 %
C	Training Components (see in the Appendix B of the RFP, pages	25 %

	48-50, Part I, 1- 8)	
D	Project Management	10 %
E	Pricing	10 %
F	Value Add	5 %
	Subtotal	80%
G	Training Sessions Delivery (see in the Appendix B of the RFP, pages 48-50, Part II, 9-10)	20 %
	Total	100%

Each proposal will be evaluated using the following criteria, prompts, and weight:

Item	Evaluation Criteria	Prompts	Weight (%)
A	Expertise and skills of members of the Project Team and the consultant		20 %
	Demonstrated experience through prior engagements which included development of municipal plans and subdivisions applications in Alberta municipalities	The proposal clearly outlines Consultant’s expertise in Planning, Administrative Law, and Guidelines Development.	
	Demonstrated experience through prior engagements which included development of interdisciplinary studies / guidelines		
B	Proposed Approach		10 %
	Demonstrated experience in articulating lessons learned from recent cases of development and subdivision appeals	The proposal clearly outlines Consultant’s approach to build training materials, lessons learned based on adult training concepts / principles.	
	Knowledge of adult training and learning methodologies		
C	Training Components (see in the Appendix B of the RFP, pages 48-50, Part I, 1- 8)		25 %
	Demonstrated experience in developing planning guidelines for medium / small sized municipalities	The proposal clearly outlines Consultant’s experience in building training objectives, evaluation systems and training materials such as manuals, information bulletins, fact sheets, visual prompts, PowerPoints, speaking notes, exercises with key.	
	Demonstrated ability to develop quasi-judicial tribunal procedures guidelines		
D	Project Management		10%
	Demonstrated experience in project management (resource, milestones, workflow, communicating, monitoring, reporting) and risks mitigation	The proposal clearly unveils Consultant’s expertise in management of planning and development projects.	
	At least 1 resource with five (5) years experience in a creating, amending municipal plans / bylaws/subdivision applications		
	At least 1 resource with five (5) years experience in a creating planning guidelines		
	At least 1 resource with five (5) years experience in a quasi-judicial tribunal hearings		
E	Pricing		10%
	Proposed fee has comprehensive breakdown for each deliverable, see the Appendix B of the RFP, pages 48-50, Part I, 1- 8)	The proposal clearly outlines Consultant’s fixed fee for deliverables as set in this RFP	

	Proposed fee has comprehensive breakdown for each deliverable, see the Appendix B of the RFP, pages 48-50, Part II, 9-10)		
F	Value Add		5%
	At least 1 resource with full membership on the Canadian Institute of Planners / Alberta Professional Planners Institute	The proposal prompts Consultant’s strengths such as membership of designated resources with professional bodies such as the Canadian Institute of Planners / Alberta Professional Planners Institute, or the Council of Canadian Administrative Tribunals or the Canadian Bar Association/Law Society Alberta and thus added value for update on planning trends, administrative law, and the capacity to use visual and sketch drawings in training materials integrated with proponent’s proposal.	
	At least 1 resource with membership on the Council of Canadian Administrative Tribunals or the Canadian Bar Association/Law Society Alberta		
	At least 1 resource with five (5) years experience in developing visual planning documents		
	Demonstrated experience in developing informal networking and Knowledge Exchange opportunities with respective professional peers / SDAB clerks and members on planning and developing matters / appeal hearings for medium / small sized municipalities		
	SUB-TOTAL SCORE		80%
G	Training Sessions Delivery (see in the Appendix B of the RFP, 50-52, Part II, 9-10)		20%
	At least 1 resource with five (5) years experience in delivering workshops related to planning	The proposal clearly outlines Consultant’s approach to engage in training organization, and to deliver training sessions for adult professionals, and for adult appointed members on boards, councils.	
	Demonstrated experience in organizing, registering and facilitating planning and development hearings, workshops, charrettes for medium / small sized municipalities		
	TOTAL SCORE:		100.0

Proposals will be evaluated against criteria above to arrive at a total point score.

6.4 SHORT LISTING

The Province may establish a shortlist of Proponents who may be asked to make formal presentations regarding their Proposal to the Evaluation Team. Key Proponent management and technical resources will be expected to participate in such presentations. These presentations will be made at no cost to the Province.

6.5 REFERENCE CHECKS

The Province may conduct reference checks of Proponents or their proposed resources. The Province may contact references, including references other than those submitted by the Proponent. The Proposal may be rejected if, in the opinion of the Province, the Proponent or any proposed resource receives unsatisfactory references.

6.6 SELECTION

Proposals will be evaluated and scored based on the quality of response to the requirements and provisions of this RFP. The Evaluation Team will make the final selection, if any, based on the Proposal’s evaluation scoring, presentation (if applicable), and reference checks.

6.7 RESOURCE REPLACEMENT

Replacement of proposed resources is not encouraged, however, there could be circumstances following the RFP Closing Date and Time and prior to Contract execution that a Proponent may request in writing that a proposed resource be replaced. Any proposed resource replacement must have, in the opinion of the Province, equivalent or better qualifications than the resource originally proposed. Proponents will not receive additional credit in the evaluation process if the qualifications of the replacement resource exceed that of the originally proposed resource. The Province reserves the right to deny any request for replacement and reject any proposed resource replacement.

6.8 PROPOSAL CLARIFICATIONS

At any time during the evaluation process, the Province may ask the Proponent to clarify statements made in its Proposal.

7. RFP TERMS AND CONDITIONS

7.1 ACCESS TO RFP DOCUMENTS

The Province uses APC to post procurement opportunities. The Proponent should, when submitting a Proposal, obtain the RFP directly from APC to facilitate receiving any RFP updates or amendments issued by the Province. The Province will reject Proposals that do not comply with the RFP requirements, including RFP requirements that have been updated or amended by the Province through APC.

7.2 RFP SCHEDULE OF EVENTS

RFP Issue Date:	September 20, 2017
Proponent Information Session	October 4, 2017
Last Day for submitting written inquiries:	October 11, 2017
RFP Closing Date and Time:	October 25, 2017 at 16:00:59 Alberta Time
Evaluation of Proposals:	November 8, 2017
Selection of Preferred Proponent:	November 14, 2017

The above dates are provided for information only and are subject to change at the sole discretion of the Province.

7.3 PROPONENT INFORMATION SESSION

A Proponent information session has been scheduled to provide an opportunity for questions or clarification regarding this RFP's requirements.

Date: October 4, 2017
Time: 10:00:59 Alberta Time

Location: Boardroom 1703, 17th Floor, Commerce Place, 10155 102 Street NW, Edmonton, Alberta, T5J 4L4

Teleconference Coordinates:

Dial-in number: 1-866-792-1317 (toll-free) or 780-409-9282
Conference code: 9092696

The Province recommends that written questions be submitted to the Contracting Manager in advance so that comprehensive answers can be given at the session.

Attendance at the session is not mandatory, but is highly recommended.

The Province will post all written questions and answers arising from the Proponent information session on APC.

7.4 PROPOSAL SUBMISSION

Proposals must be delivered to the Province in hardcopy format, i.e. paper. Facsimile or digital Proposals in any form (e.g. CD/DVD, USB flash drive, e-mailed files, etc.) submitted in whole or in part will not be accepted as the Proponent's Proposal. To assist the Evaluation Team to perform searches within the Proposal, however, Proponents are asked to provide an electronic copy of the Proposal in Microsoft Word or Adobe Acrobat format on CD or USB flash drive. This electronic copy, when provided, will not be accepted in place of the required hardcopy version. If there are any conflicts, discrepancies, errors or omissions between the electronic and hardcopy versions of the Proposal, the hardcopy version will take precedence and govern.

Proposals may be delivered by hand, courier or mail.

Proponents should be aware that Canada Post only delivers Government of Alberta mail with Edmonton addresses to the main Canada Post depot in Edmonton. The Government of Alberta then picks up the mail and distributes it in accordance with the address label. Proponents should consider the above when choosing the method of delivery for their Proposal, as it is the Proponent's responsibility to ensure its Proposal is received before the RFP Closing Date and Time at the location specified in this RFP.

In responding to this RFP, the Proponent's attention is drawn to the following:

- a) Proposals received after the RFP's Closing Date and Time will be rejected.
- b) Ambiguous, unclear or unreadable Proposals may be rejected.
- c) Proposals must be delivered in a sealed, self addressed package clearly marked with the RFP's number and Closing Date and Time, and addressed as follows:

Attention: **Olimpia Pantelimon, Project Manager**
17th Floor, Commerce Place
10155-102 Street NW
Edmonton, Alberta, T5J 4L4
Municipal Affairs, Municipal Services & Legislation
RFP Number: **01090-S08**
Closing Date & Time: **16:00:59 Alberta Time, October 25, 2017**

(Note: Waybills accompanying deliveries of Proposals by courier should contain the RFP number and the RFP's Closing Date and Time.)

- d) The time and date of receipt of Proposals will be recorded on the Proposals upon delivery to the above address. Proposals must be received prior to the RFP's Closing Date and Time.
- e) Submit three (3) bound paper copies (bound in such a manner that the pages lie and remain flat when opened), one (1) unbound copy, and one (1) electronic copy of the Proposal.

7.5 PROPOSAL PUBLIC OPENING

Proposals will be opened publicly at **Municipal Affairs** immediately following the RFP Closing Date and Time.

7.6 MULTIPLE PROPOSALS

If a Proponent submits more than one Proposal, the Proponent must submit each Proposal separately in the same format as outlined in this RFP. Each Proposal submitted by the same Proponent must meet the mandatory requirements of this RFP. The Evaluation Team will decide the acceptability of each Proposal separately.

7.7 PROPONENT TEAM PROPOSALS

In the case of a Proponent Team Proposal, the Province requires that the Prime Proponent has responsibility for all terms and conditions of the Contract. If a Proponent Team is selected as the successful Proponent, only the Prime Proponent will be identified as the Contractor in the Contract.

7.8 PRICE

Prices proposed shall be in **Canadian dollars** and exclusive of the Goods and Services Tax and the Harmonized Sales Tax.

In the event of any inconsistency between words and numbers, words shall govern.

7.9 PROPONENT QUESTIONS

Unless otherwise advised by the Contracting Manager, all questions and any form of communication between the Proponents and the Province in relation to this RFP must be submitted in writing to the Contracting Manager. All questions and responses will be documented.

The Province intends to disseminate all questions and their corresponding responses to all Proponents. If a Proponent considers a question to be confidential, and requests that the question and the response not be disseminated to all Proponents, then the Proponents must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

If the Province, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Proponent that has asked the confidential question, and not to the other Proponents. If the Province determines that the question and the response ought not to be kept confidential, it will advise the Proponent and the Proponent will have the opportunity to withdraw the question.

The Proponent has the responsibility to notify the Province, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

Questions or concerns must be communicated in writing to the Contracting Manager at least three Business Days prior to the RFP's Closing Date and Time. Questions received after this time will be answered if time permits.

Verbal responses to enquiries are not binding on any party.

7.10 PROPOSAL ALTERATIONS AND IRREVOCABILITY

Proponents may only amend or rescind their Proposal before the RFP Closing Date and Time by submitting a clear and detailed written notice to the Province in accordance with section 7.4(c).

Subject to section 7.11 all Proposals become irrevocable after the RFP Closing Date and Time.

In either of the following circumstances:

- a) the Proponent has rescinded a Proposal before the RFP Closing Date and Time;
- or
- b) the Province has received the Proposal after the RFP Closing Date and Time;

such a Proposal will, at the Proponent's choice, either be returned to the Proponent at the Proponent's expense after the RFP Closing Date and Time, or destroyed by the Province after the RFP Closing Date and Time.

7.11 PERIOD OF COMMITMENT

Proposals shall be final and binding on the Proponent for ninety (90) days from the RFP's Closing Date and Time and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is asked to do so by the Province. The Proposal shall be used as the basis for the Contract.

7.12 PROPOSAL IRREGULARITY OR NON-COMPLIANCE

The Province reserves the right to waive an irregularity or non-compliance with the requirements of this RFP where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at the Province's sole discretion.

7.13 PROPOSAL RETURN

Subject to section 7.10, Proposals and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province.

7.14 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent, the Proponent's employees, subcontractors, and agents shall:

- a) keep strictly confidential all information concerning the Province or third parties, or any of the business or activities of the Province or third parties acquired as a result of participation in the RFP; and
- b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization from the Province.

The Proponent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

No press release or other public announcement relating to this RFP shall be issued without the prior written consent of the Province.

7.15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA) (FOIP)

The Proponent acknowledges that:

- a) FOIP applies to all information and records relating to, or obtained, generated, created, collected or provided under, the RFP or the Contract and which are in the custody or under the control of the Province. FOIP allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in FOIP; and
- b) The Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure under FOIP.

7.16 CONSENT TO THE USE OF PERSONAL INFORMATION

The purpose of collecting Personal Information for this RFP is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of the Province. Authority for this collection is the *Government Organization Act* (Alberta), as amended from time to time and section 33 (c) of FOIP. The Proponent may contact the Contracting Manager identified in the RFP regarding any questions about collection of Personal Information pursuant to this RFP.

The Proponent consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by the Province, the Province's employees, subcontractors and agents, to enable the Province to evaluate the Proposal and for other program purposes of the Province. The Proponent must provide those written consents within two Business Days of a request by the Province to do so.

7.17 CONFLICT OF INTEREST

On or before the Closing Date and Time of this RFP, Proponents must fully disclose to the Contracting Manager, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Proponent, all Proponent Team members or any employee, sub-contractor or agent, if the Proponent were to become the Contractor pursuant to this RFP. The Province shall review any submissions by Proponents under this provision and may reject any Proposal where, in the opinion of the Province, the Proponent, any Proponent Team member, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become the Contractor pursuant to this RFP.

7.18 LOBBYISTS ACT

The Proponent acknowledges that:

- a) the *Lobbyists Act* (Alberta), as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyists Act*; and

- b) it is responsible for complying with the *Lobbyists Act* (Alberta) during the RFP process, and if the successful Proponent, during the Contract.

7.19 AGREEMENT ON INTERNAL TRADE AND NEW WEST PARTNERSHIP TRADE AGREEMENT

This RFP is subject to Chapter 5 of the Agreement on Internal Trade, and the New West Partnership Trade Agreement.

7.20 MODIFIED RFP PROCESS

If no compliant Proposals are submitted in response to this RFP, the Province reserves the right to undertake a Modified RFP Process in order to select a successful Proponent. The Modified RFP Process, if used, will be conducted as follows:

- All Proponents submitting non-compliant Proposals, other than those who submitted Proposals after the RFP Closing Date and Time, will be asked to prepare a "Modified Proposal". The necessity, scope and the timing of such a Modified RFP Process will be solely at the Province's discretion;
- Details regarding the manner and form of the Modified RFP Process and the expected deliverables to be included therein will be provided in advance to all Proponents who submitted a non-compliant Proposal;
- Modified Proposals and accompanying documentation, upon receipt by the Province, will become the property of and be retained by the Province;
- Proponents submitting Modified Proposals must meet the mandatory requirements identified in the Modified RFP Process; and
- At the conclusion of the Modified RFP Process, following the Proponents' submission of the Modified Proposals, the Evaluation Team will evaluate Proposals in accordance with an evaluation plan developed for the Modified Proposal.

7.21 RFP TERMS AND CONDITIONS

By submitting a Proposal, the "RFP Terms and Conditions" contained in this section 7 of this RFP are deemed to be accepted by the Proponent in their entirety and without any changes.

7.22 EXTENSION, AMENDMENT TO OR CANCELLATION OF RFP

The Province may extend the RFP Closing Date and Time, or the Province may amend, suspend, postpone or cancel this RFP.

7.23 COSTS OF THE PROPOSAL

The Proponent is responsible for all costs of preparing and presenting its Proposal and, if applicable, entering into the Contract.

7.24 CONTRACT AWARD

Following the final selection, if any, the Province and the successful Proponent will enter into the Contract containing the terms and conditions in Appendix A. If, in the opinion of the Province, it appears that a Contract will not be entered into with the successful Proponent within 30 days, the Province may contract with another Proponent.

7.25 REPRESENTATIONS AND WARRANTIES

Statements made in a Proposal may be incorporated into, attached to, or otherwise included in Schedule A to the Contract, and shall constitute representations and warranties of the successful Proponent and shall form part of the Contract.

7.26 RELEASE OF PROPOSAL INFORMATION

The Province reserves the right to disclose the names of responding Proponents and any summary cost information deemed appropriate by the Province.

7.27 PROPONENT DEBRIEFING

At the written request of an unsuccessful Proponent, the Province may, in its discretion conduct a debriefing to tell the Proponent why its Proposal was not selected. The unsuccessful Proponent's written request for a debriefing must be received by the Province within 10 Business Days of notification to the Proponent that it was unsuccessful.

7.28 LIMITATION OF LIABILITY

Notwithstanding any other provision in this RFP, a Proponent who responds to this RFP agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:

- the RFP process;
- the evaluation of Proposals;
- the awarding of the Contract; or
- a decision by the Province not to award the Contract

shall be limited to the Proponent's actual Proposal preparation costs. "Proposal preparation costs" are the actual costs borne by a Proponent to prepare and submit its Proposal. By submitting a Proposal a Proponent acknowledges and accepts this limitation.

7.29 PROPOSAL ACCEPTANCE/REJECTION

The Province is not required to accept the lowest cost Proposal, and may reject any or all Proposals.

APPENDIX A– Contract
DRAFT CONTRACT TEMPLATE

May, 2013

NOTE: Use this template in conjunction with the “Instructions to Government of Alberta Departments for Use of the General Services Contract Template” to view permitted revisions. In this document, the Background, Clause 4(a) and Schedules A and B provide alternative wording. When using this template to prepare a contract, you must determine which alternative suits that particular contracting relationship and you must delete the alternative wording that is not used. **Choosing the alternative and deleting all shaded instructions must be done prior to attaching the form of Contract as Appendix A to the Request For Proposals.**

CONTRACT NUMBER: _____

THIS CONTRACT MADE EFFECTIVE THE ____ DAY OF _____, 20 ____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the Minister of _____
(the “Province”)

- and -

NAME OF CONTRACTOR
(the “Contractor”)

BACKGROUND

Pursuant to a request for proposals issued by the Province and a proposal submitted by the Contractor, the Contractor has agreed to provide certain services and materials related to _____;

OR IF AN RFP WAS NOT ISSUED (see Instructions) delete the above and use the following alternative wording:

The Province requires services to be provided and materials delivered related to _____ and the Contractor agrees to provide these services and materials.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (b) “Contract” means this document, Schedule A and Schedule B [list any other schedule(s) to be attached];
- (c) “Effective Date” means the date first above written;
- (d) “*FOIP Act*” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (e) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (f) “Personal Information” means personal information as defined in the *FOIP Act*;
- (g) “Proposal” means the proposal submitted by the Contractor dated [insert date];
- (h) “RFP” means the Request for Proposal issued by the Province dated [insert date the RFP was issued and the dates of any RFP updates if applicable];
- (i) “Services” means the work, duties, functions and deliverables described in Schedule A; and
- (j) “Term” means the contract period specified in clause 2.

TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until [insert date] unless terminated in accordance with this Contract.

PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services, and

statements regarding the performance of Services made by the Contractor in its Proposal that is incorporated into, attached to or otherwise included in Schedule A are representations and warranties of the Contractor and form part of this Contract.

PAYMENT

NOTE: FOR ALL-INCLUSIVE FIXED PRICE CONTRACTS, USE THIS WORDING FOR CLAUSE 4(a)

4.

(a) The Province agrees to pay the Contractor the fixed price sum of \$_____ (Canadian funds), including all expenses incurred by the Contractor, to perform the Services. The Contractor shall be paid:

- i. the amounts specified in Schedule B for completion of the Services in accordance with this Contract; and
- ii. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.

OR USE THIS WORDING FOR FIXED PRICE PLUS PRE-APPROVED EXPENSES

(a) The Province agrees to pay the Contractor the fixed price sum of \$_____ (Canadian funds), not including expenses, to perform the Services. The Contractor shall be paid:

- i. the amounts specified in Schedule B for completion of the Services in accordance with this Contract;
- ii. for pre-approved out-of-pocket expenses actually incurred by the Contractor in performance of Services to the maximum set out in Schedule B;
- iii. for business travel expenses as set out in Schedule B; and
- iv. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.

OR USE THIS WORDING FOR TIME AND MATERIALS (hourly/daily rates) PLUS PRE-APPROVED EXPENSES

- (a) The Province agrees to pay the Contractor a sum not to exceed \$_____ (Canadian funds), not including expenses, to perform the Services. The Contractor shall be paid:
- i. the rates specified in Schedule B for completion of the Services in accordance with this Contract;
 - ii. for pre-approved out-of-pocket expenses actually incurred by the Contractor in performance of Services to the maximum set out in Schedule B;
 - iii. for business travel expenses as set out in Schedule B; and
 - iv. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.

**OR USE THIS WORDING FOR TIME AND MATERIALS (hourly/daily rates)
INCLUSIVE OF ALL EXPENSES**

- (a) The Province agrees to pay the Contractor a sum not to exceed \$_____ (Canadian funds), including expenses, to perform the Services. The Contractor shall be paid:
- i. the rates specified in Schedule B for completion of the Services in accordance with this Contract; and
 - ii. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.
- (b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
- (c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
- (d) The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada).

5. The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

6. The Contractor shall:
- (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and
 - (b) keep the documents referred to in clause 6(a) for three years following the completion or termination of this Contract.
7. The Contractor shall submit a written status report to the Province every _____ during the Term indicating:
- (a) the Services completed during that reporting period;
 - (b) the time schedule for those portions which are not completed; and
 - (c) any other information requested by the Province in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

- 8.
- (a) The Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii. subcontract the Services (other than as specified in Schedule A)
- without the prior written consent of the Province, which shall not be unreasonably withheld.

- (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

9.

- (a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.
- (b) The Contractor shall:
 - i. remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
 - ii. only replace such removed employee, subcontractor or agent of the Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE

10. The Contractor shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and

- (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

11.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date (“Contractor Materials”) is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province’s assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.
- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and

provide the Province with copies of the written permissions that are satisfactory to the Province.

- (f) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province. The Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.
- (b) Subject to clause 13(b), the Contractor's obligations in clause 12(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of the Province's Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.

- (e) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.
- (c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (e) The Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;

- ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
 - iii. provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.
- (g) The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

14.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

15.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.

- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.
- (c) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.
- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 15(a).
- (e) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

16. The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

NOTICES

17.

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by fax to the fax number, as follows:

The Province: _____

Address: _____

Attention: _____

Fax: _____

The Contractor: _____

Address: _____

Attention: _____

Fax: _____

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 17(a) by giving notice to the other in the manner described in clause 17(a).
- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18.

- (a) The Province may at any time immediately terminate this Contract, without cause, upon written notice to the Contractor.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the Province; and
 - ii. the Province shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFETY AND SECURITY

19. The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

PARTIES' REPRESENTATIVES

20.

- (a) The Province designates _____ of the Department of _____ as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (b) The Contractor designates _____ as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

21.

- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;

- v. the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:
- (a) clause 6 Records and Reporting;
 - (b) clause 11 Material Ownership;
 - (c) clause 12 Non-Disclosure of Information;
 - (d) clause 13 Freedom of Information and Protection of Privacy; and
 - (e) clause 14 Indemnity and Liability.

GENERAL

23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:
- (a) The body of this document, and
 - (b) The Schedules to this document.
24. Time is of the essence of this Contract.

25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
28. The Parties may amend this Contract only by mutual written agreement signed by the parties.
29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
32. In this Contract words in the singular include the plural and words in the plural include the singular.

33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA, as represented by the Minister of

(Name of Contractor)

_____.

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Schedule A
(Services)

1. Services

The Contractor shall perform the Services as they are described in the RFP and the Proposal which are incorporated into and form part of this Schedule.

2. Order of Precedence

In the case of conflicts, discrepancies, errors or omissions among the RFP and the Proposal; the documents and amendments to them shall take precedence and govern in the following order:

- (a) the RFP; and
- (b) the Proposal.

OR -;

1. Services

The Contractor shall perform the Services as described in the RFP which is attached as Appendix 1 to this Schedule A, and as described in the Proposal which is attached as Appendix 2. Appendices 1 and 2 form part of this Schedule A.

2. Order of Precedence

In the case of conflicts, discrepancies, errors or omissions between Appendix 1 and Appendix 2; the documents and amendments to them shall take precedence and govern in the following order;

- (a) Appendix 1; and
- (b) Appendix 2.

OR-;

1. Services

In accordance with the Services Timetable below, the Contractor will perform the following:

- a. ...*
- b. ...*
- c. ...*
- d. ..., and*
- e.*

2. Services Timetable

The Contractor will perform the Services no later than the completion dates specified as follows:

Service/Deliverable	Completion Date
<i>(a)</i>	
<i>(b)</i>	
<i>(c)</i>	

3. Human Resource Requirements (where applicable)

The Contractor will provide resources to perform the Services who meet the following criteria:

4. Contractor Personnel

Subject to clause 9 of the Contract, the Contractor's resources, as specified below, will perform the Services:

Individual	Service/Project Role
<i>(Name)</i>	<i>(Role)</i>
<i>(Name)</i>	<i>(Role)</i>
<i>(Name)</i>	<i>(Role)</i>

5. Approved Subcontractors or Agents (if any):

6. Facilities (where applicable)

7. Service Delivery Approach (where applicable)

If the RFP requires the completion of Appendix D to the RFP, then the successful Proponent's response is to be adapted for this section.

Examples

- *A description of the Contractor’s proposed approach to the scope, objectives, priorities and requirements presented in the RFP;*
- *A work plan including major tasks, resource allocations, milestones, deliverables, dependencies, and start and end dates;*
- *Strategies that the Contractor will apply to resource the Project or Services, and to manage performance and quality assurance during the Project and Performance of the Services;*
- *The Contractor’s methodology to providing the Services and deliverables;*
- *The strategy to make optimum use of the Province’s and the Contractor’s resources to ensure that the value to the Province is maximized;*
- *The approach to sponsor/stakeholder engagement for a Project;*
- *A resource work effort matrix, including the total number of hours per resource on the Project, and a detailed description of which resource will work on the development of each deliverable and work product;*
- *Identification of significant factors upon which changes in resource effort may result;*
- *Identification of risks applicable to the Project, and proposed strategies to mitigate such risks; and*
- *Identification of the critical success factors for the Project.*

Schedule B
(Payment)

1. Pricing

Payments under the Contract will be as follows:

Service or Deliverable	Fixed Price
<i>Identify deliverable/service item</i>	\$
<i>Identify deliverable/service item</i>	\$
<i>Identify deliverable/service item</i>	\$
Total Fixed Price	\$

OR – for a Time and Materials (Fixed Hourly Rate) Contract:

1. Pricing

Payments under the Contract will be as follows using the rates specified below:

Individual	Service/Project Role	Fixed Hourly Rate
<i>(name)</i>	<i>(role)</i>	\$
<i>(name)</i>	<i>(role)</i>	\$
<i>(name)</i>	<i>(role)</i>	\$
<i>(name)</i>	<i>(role)</i>	\$

Use the following for a Fixed Price Contract or a Time and Materials Contract where pricing includes all expenses:

2. Expenses

The Contractor’s pricing as specified above is inclusive of all expenses and as such the Province will not be obliged to pay any expenses incurred by the Contractor in the performance of the Services.

Use the following where Contract pricing does not include expenses but pre-approved and business travel expenses (subject to a maximum) are contemplated:

2. Expenses

- (a) The Province will pay all pre-approved out-of-pocket expenses actually incurred by the Contractor in the performance of the Services provided that those expenses do not exceed in aggregate \$(insert maximum expenses value).
- (b) If business travel is required in the performance of the Services, the Contractor may claim the following expenses actually incurred by the Contractor's personnel:
 - i. use of a private vehicle at a rate of \$0.505 per kilometer travelled;
 - ii. meals in the amount shown on the bill, excluding alcoholic beverages, plus a gratuity of up to 20 percent; and
 - iii. accommodation in the amount shown on the bill if Service delivery requires overnight stay.

Business travel expenses shall not exceed in aggregate \$(insert maximum value).

APPENDIX B– Services

In accordance with any service requirements specified below, the Province requires the Contractor to perform the following:

1. Services

Services and deliverables outlined in the chart below, numbered from Part I, 1 to Part II, 10 must be completed in the stages as set out in section 3.1.of the RFP:

Part	No	Service/Deliverable	Prompts	Format *
Part I	1	SDAB Training Program WorkPlan	Includes but is not limited to the following deliverables: tasks, milestones, resources, deliverables, risks mitigation, communication and reporting	SDAB Training Program WorkPlan 3 printed and electronic copy (Microsoft Word Document, and Microsoft Excel if needed)
	2	SDAB Training Program Biweekly Reports	Includes but is not limited to the following elements: meetings agenda, meetings minutes, and project deliverables status	SDAB Training Program Biweekly Reports electronic copy (Microsoft Word Document, and Microsoft Excel if needed)
	3	SDAB Training Curriculum for clerks and members	Includes but is not limited to: (D) Learning objectives, knowledge of planning law and subdivision and development approval processes, knowledge of administrative law procedures, roles and responsibilities for clerks and members, decision writing, approaches to certify a training participant as “trained” (given the legislative requirement of mandatory training for SDAB clerks and members), approaches to articulate qualifications for board members; (E) Complete program and courses outline for newly appointed clerks and members, and refresher program and courses outline for returning clerks and members; (F) Approaches to deem a training participant as “trained” after taking the training developed under the approved curriculum;	SDAB Training Curriculum for SDAB clerks and members 10 printed reports and electronic copy (Microsoft Word Document, and Microsoft Excel if needed)
	4	SDAB Training Manual for clerks and members	Includes but is not limited to: (H) Planning Law and subdivision and development approval processes, enforcement of planning rules, other legislation affecting land use and development, municipal plans and zoning, hierarchy of plans, planning ethics, evidence based decision making; (I) Administrative law and natural justice procedures, principles of natural justice; (J) Clerks roles and responsibilities, ethics, decision writing, communication with media and the community; (K) Board members roles and responsibilities, ethics, decision writing, communication with media and the community; (L) Case Law collection of a minimum 10 cases on SDAB hearings covering 2000-2017 (it could go further	SDAB Training Manual for clerks and members electronic copy (Microsoft Word Document, and Microsoft Excel if needed)

			<p>into the past if an important lesson is to be highlighted), including but not limited to: case presentation, discussion and lessons learned. Proponent may get inspired by reading Municipal and Planning Law monthly newsletters (for instance Aird&Berlis LLP) or the American Planning Association Commissioner’s Newsletter, etc.;</p> <p>(M) Mock-Up Collection of minimum of 12 exercises / cases outlining but not limited to: Context, Application, Background, Blueprints as needed, the Development Officer’s Report, the DO’s Decision, the Basis of Appeal, SDAB preparations before the Hearing, SDAB Hearing with hypothetical Evidence “pro” and “cons”, Board discussion (“in camera” to be considered in at least 3 exercises), Written Decision, Board release for communication, Lessons to be Learned;</p> <p>(N) A section of Frequent Q&A and SDAB pre hearing requirements, SDAB during the hearing requirements, SDAB evidence, roles and responsibilities for SDAB clerks, for SDAB members, bias and perceived bias, decision, notification, SDAB decision challenged in court;</p>	
5	SDAB Fact Sheets series (minimum 6 topics)	Includes but is not limited to the following topics: (G) Hearing Process (H) Timelines for Appeal (I) Writing Decisions (J) Provincial and Municipal Planning (K) SDAB vs MGB (L) SDAB Clerks and Members Responsibilities	SDAB Fact Sheets electronic copy (Microsoft Word Document)	
6	SDAB Training PowerPoint Presentation with Speaking Points for 1Day training for SDAB Clerks	Includes but is not limited to: outlines of the chapters in the manual in a condensed manner (3 hours), court cases (30 minutes) , exercises from the manual (3 hours), ethics and bias for SDAB clerks (30 minutes).	SDAB Training PowerPoint Full Day for clerks electronic copy (PowerPoint Document)	
7	SDAB Training PowerPoint Presentation with Speaking Points for 1Day training for SDAB Members	Includes but is not limited to: outlines of the chapters in the manual in a condensed manner (3 hours), court cases (30 minutes) , exercises from the manual (3 hours), ethics and bias for SDAB members (30 minutes).	SDAB Training PowerPoint Full Day for members electronic copy (PowerPoint Document)	
8	SDAB Training Program Approval and Amended Manual, Fact Sheets and PowerPoints	Includes but is not limited to the following elements: amended Manual, Fact Sheets, and PowerPoints as per the Deputy Minister’s approval of the SDAB Training Program for clerks and members Curriculum MO.	<p>(E) SDAB Training Manual for clerks and members 100 printed and electronic copy (Microsoft Word Document, and Microsoft Excel if needed);</p> <p>(F) SDAB Fact Sheets 100 printed and electronic copy (Microsoft Word Document)</p> <p>(G) SDAB Training PowerPoint Full Day for clerks 100 printed and electronic copy (PowerPoint Document)</p> <p>(H) SDAB Training PowerPoint Full Day for members 100 printed and electronic copy (PowerPoint Document)</p>	

Part II	9	SDAB Training Sessions Delivery 2 Days (full day, one day for SDAB clerks, and another day for SDAB members) in 5 locations across Alberta	Includes but is not limited to the following deliverables for each session delivered: registration management and report, session delivery [introductions, theoretic material in manual presentation (3 hours), court cases (30 minutes), exercises from the manual and mock hearing (3 hours), ethics and bias for SDAB members (30 minutes), questions and answers], facility booking and management, info bulletin regarding the SDAB training session, preparation, administration and reporting on training using and existing questionnaire approved by the contract project manager.	In person approved training delivered on approved locations
	10	SDAB Training Registration Report and Existing Questionnaire Reports	Includes but is not limited to the following deliverables for all delivered sessions: registration management and report (number of requests for training, waiting list indicating the municipality and the SDAB where they serve), exiting questionnaire and report (inquiring about satisfaction with the training attended regarding the planning theory & legislation, administrative law, roles and responsibilities, ethics, evidence, decision writing, exercises practices, questions answered, readiness to sit on the appeal).	SDAB Training Registration Report and Exiting Questionnaire Report 10 printed reports and electronic copy (Microsoft Word Document, and Microsoft Excel if needed); SDAB Training Exiting Questionnaire - 200 printed documents and electronic copy (Microsoft Word Document).
<p><i>Note: * Project deliverables electronic copies must be provided in Microsoft Office 2010 series , and as indicated in the chart above using Word 2010 and PowerPoint 2010; should the need arise and upon approval other Microsoft 2010 series formats may be used, such as Excel 2010, Publisher 2010, Project 2010.</i></p>				

Part I – SDAB Training Curriculum:

The successful bidder will create a curriculum for SDAB training for clerks and for members to reflect current provisions in the MGA.

Part I – SDAB Training Manual:

The successful bidder will create the updated SDAB Training Manual for SDAB clerks and SDAB members for Trainer and Trainee, based on the SDAB Training Manual, March 2015.

The content should cover the following sections: SDAB Training Manual scope, SDAB delegated authority, Alberta planning considerations, SDAB history and context, planning legislative considerations, Alberta administrative law, recent case law with learning points, subdivision and development applications, subdivision and development appeals, SDAB function, SDAB appeal process, SDAB hearing evidence, SDAB communication skills, handling difficult situations in the SDAB, making decisions for the SDAB, writing a decision for the SDAB, SDAB workshops exercises with key, and any other complementary issues, including dealing with media and impacts of social media on the SDAB function.

The SDAB manual will be accompanied by a series of Fact Sheets with information on the SDAB process to SDAB members and SDAB clerks. The contractor may propose new chapters to the current manual. Within their proposal, the Contractor shall describe

briefly the intent and the structure of each existing or new proposed chapter, and of the completely revised content. The updates should address significant learning experience from case law and new regulations affecting subdivision review and approvals.

Part I – SDAB Fact Sheets: should address, in plain language, the following: SDAB functions, purpose, process, legislative highlights, writing decisions, knowing planning and related bylaws.

Part I – SDAB Training Full Day PowerPoint Presentation and Speaking Notes for SDAB Clerks and for SDAB members: should address all the chapters in the manual and reflect requirements in the SDAB training curriculum.

Part I – SDAB Training Program WorkPlan and Meetings Schedule Reporting: should address consultant's proposed approach for the whole program, reporting, milestones, resources, risks mitigation, and overall project management approach.

Part I – SDAB Training Program amended Manual, Fact sheets and PowerPoints: should address changes as per approval of Municipal Affairs Deputy Minister's SDAB training program curriculum for clerks and members Ministerial Order.

Part II – SDAB Training Sessions Delivery:

The successful bidder will also act as the SDAB Training Workshop Trainer for a minimum of 2 (two) full days training sessions, one full day for SDAB clerks and one full day for SDAB members in 5 (five) locations across the province. A representative from the Planning Unit will accompany the consultant to ensure all questions are recorded and addressed during the training sessions.

Contractor may also propose solutions for knowledge transfer and workshop delivery efficiency measures.

Part II – SDAB Training Registration and Exiting Questionnaire Report: should address interest for training, registration numbers, wait listing people, as well as feedback on the sessions delivered as per a ministry approved questionnaire.

The successful proponent will be responsible for the provision /delivery of the deliverables as indicated above, in the chart on pages 48-50.

SDAB Manual and Training Objectives: Overall, the objectives for the SDAB Manual and Training Sessions are:

- To provide training to new SDAB members, and clerks who assist with the SDAB function;
- To provide a refresher for current SDAB members;
- To provide an opportunity for SDAB members to share SDAB experiences to build capacity and competency;
- To inform SDAB members of the availability of the online manual and learn about the features: searching, writing notes, printing and Municipal Affairs contacts;

- To provide basic information on the SDAB process in a Fact Sheet format;
- To inform SDAB members and municipal staff of the availability of SDAB training sessions.

The purpose of this training manual is to provide information on how to:

- Conduct effective hearings;
- Write effective decisions; and
- Act within the scope of the SDAB's authority.

The objective for the SDAB Training Manual presentation at the sessions is to provide a general understanding of the appeal process and responsibilities in order to assist municipal staff/elected officials, appellants, and applicants to better navigate the SDAB appeal process. The manual addresses the formation, authority, responsibility, operation, and conduct of SDABs. Users of this manual will be able to assess their own participation in the appeal process as well as that of others. The manual provides examples and diagrams of the SDAB appeal process, SDAB board member responsibilities and writing decisions of the board.

The Consultant will provide SDAB manual and training materials updates to the overall content of the existing documents to reflect currency with

- amendments in the MGA,
- provincial legislation affecting municipal land use planning decision making , and
- recent case law.

The consultant will address permit longevity and expiry date, permit conditions, development permit versus development agreement, and writing the decisions. The consultant will add a chapter dedicated to vocabulary of common planning and development terms used for subdivision and development permits and appeals. The consultant will also suggest visual enhancements to the existing training documents. Updated SDAB training materials will be posted on the Municipal Affairs public website.

Visual enhancements for the SDAB Manual and the fact sheets series may be considered, and will constitute value add if they facilitate the understanding and effective delivery of adult learning.

The SDAB workshop sessions will focus on delivering a set of fundamentals including:

- the jurisdiction of the SDAB;
- administrative law and natural justice principles;
- planning principles, development permitting, subdivision permitting,
- effective hearings, factual base decision making, ethics,
- writing decisions;
- recent case law;
- mock hearing practice; and
- greater detail on the role, responsibilities and administrative procedures for clerks and members.

Consultants should provide two workshop sessions formats:

- Full Day Workshop for SDAB clerks - One daylong session running from 9:00 am to 4:00 pm , including lunch and two refreshment breaks.
- Full Day Workshop for SDAB members - One day long session running from 9:00 am to 4:00 pm , including lunch and two refreshment breaks.

Specifically, consultants with demonstrated knowledge of Alberta planning legislation should address workshop delivery for adult learners. The consultant will convey practical information on SDAB jurisdiction and mandate, on how to conduct a hearing, and formulate a decision. Using a variety of tools, the consultant will address session objectives to enhance SDAB effectiveness and efficiency: the workshop participants need to learn and practice such skills as separating relevant from irrelevant information, how to ask questions, formulating and making a decision, drafting a motion, and writing a decision.

The Consultant will:

- Develop a training program for a one-day workshop and a half-day workshop to train SDAB members. The format of the workshop will include a mix of lecture, exercises, case studies and other materials to engage adult learners, mock hearing.
- Deliver a series of minimum five workshops before June 29, 2018. Each workshop should accommodate a minimum of 25 participants. Consultant must be able to travel to Alberta municipalities to deliver the training sessions in person. The following locations are required:
 - 1) Two (2) in southern Alberta,
 - 2) Two (2) in Central Alberta, and,
 - 3) One (1) in Northern Alberta.
- Duplicate and transport course materials to workshop locations.
 - 1) Consultant will be responsible for arranging for any necessary equipment to deliver the workshop.
 - 2) A microphone and sound system is recommended as facilities and acoustics will vary.
 - 3) The consultant will be responsible for arranging/booking the workshop facility. Cost for the workshop hosting, and logistics are to be outlined separately. The successful consultant may or may not be delegated the hosting responsibilities for the workshops.
- Develop an exit evaluation questionnaire about the effectiveness of the training, administer and analyze the questionnaire after each session. This questionnaire should ask, but not be limited to, additional content and areas where the participants felt they needed more information or training. A report is to be provided to Municipal Affairs after each training session outlining, as per section 3.2, the feedback received from participants.

The consultant will define all assumptions pertaining to having the above products and services achieved by specified completion dates. If time and resources permit, other training sessions will be added.

2. Services and Deliverables Timetable

The Contractor shall perform the Services no later than the completion dates specified as follows:

Part	No.	Service/Deliverable	Completion Date
Part I	1	SDAB Training Program WorkPlan	November 15, 2017
	2	SDAB Training Program Biweekly Reports	Every second Wednesday from November 15, 2017 to June 29, 2018
	3	SDAB Training Curriculum for clerks and members	December 13, 2017
	4	SDAB Training Manual for clerks and members	January 17, 2018
	5	SDAB Fact Sheets series (minimum 6 topics)	January 31, 2018
	6	SDAB Training PowerPoint Presentation with Speaking Points for 1 Day training for SDAB Clerks	January 31, 2018
	7	SDAB Training PowerPoint Presentation with Speaking Points for 1 Day training for SDAB Members	January 31, 2018
	8	SDAB Training Program Approval and Amended Manual, Fact Sheets and PowerPoints	April 14, 2018, 2018
Part II	9	SDAB Training Sessions Delivery 2 Days (full day, one day for SDAB clerks, and another day for SDAB members) in 5 locations across Alberta	June 15, 2018,
	10	(A) SDAB Training Registration Report and (B) Existing Questionnaire Reports	June 1, 2018, June 29, 2018

3. Facilities

The Contractor will provide the following Facilities in order to perform the Services as outlined in the Services/Deliverables chart (pages 48-50):

- Technical equipment and support for workshops: audio - video, telecom functions, computer, projector and any other technical support for the successful delivery of the workshop,
- Workshop venues : adequate workshop rooms to deliver training sessions to locations indicated in the RFP,

- Workshop booking support, participants confirmation letters, participants name tags, participants packages including directions to the training venue
- Workshop participants materials (manual and PowerPoint, fact sheets, training exercise directions, key, exit questionnaire, any other supporting materials)
- Lunch and refreshments for workshop participants (considerations for special requirements).

The Contractor must be able to travel to Alberta municipalities to deliver the workshops in person.

4. Standards of Care

The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this RFP.

Subdivision and Development Appeal Manual and Training Background

Alberta Municipal Affairs Planning Policy and Advisory Unit provides planning advice and legislative assistance to a wide audience including the public, municipal elected officials, planners and development officers. Advice and assistance is provided by way of information bulletins, training courses, information sessions, workshops, and telephone, to promote the understanding of the planning system in Alberta. The Legislative Framework for Planning in Alberta, a document which describes the Provincial planning system, can be accessed at:

www.municipalaffairs.alberta.ca/documents/ms/THE_LEGISLATIVE_FRAMEWORK_2012-08_Version.pdf.

SDAB Training Program is critical to the implementation of the changes to the subdivision and development complaints system, because:

- appointed clerks and members of the SDAB must be knowledgeable about the planning theory, administrative law procedures and natural justice, and thus better trained clerks and board members equals better board decisions;
- the legislation requires mandatory training; if a participant will need to be certified as “trained” it is in our best interest to ensure that he/she receives quality instruction on a variety of topics deemed essential;
- The legislation requires that all SDAB decisions be written; appointed clerks and members will acquire knowledge and tools to be able to provide written formal decision;
- SDAB training participants have expressed a desire for more comprehensive training, and more opportunities to integrate what they have learned in an informal and interactive setting.

The SDAB Training Curriculum for SDAB clerks should include but should not be limited to:

- Learning objectives, planning law and subdivision and development approval processes, administrative law procedures, roles and responsibilities for clerks, decision writing, approaches to certify a training participant as “trained” (given the legislative requirement of mandatory training for SDAB clerks);
- Complete program and course outline for newly appointed clerks, and Refresher program and course outline for returning clerks;
- Approaches to deem a training participant as “trained” after taking the training developed under the approved curriculum.

The SDAB Training Curriculum for SDAB members should include but should not be limited to:

- Learning objectives, planning law and subdivision and development approval processes, administrative law procedures, roles and responsibilities for board members, decision writing, approaches to certify a training participant as “trained” (given the legislative requirement of mandatory training for SDAB members), approaches to articulate and assess qualifications for board members;
- Complete program and course outline for newly appointed board members, and Refresher program and course outline for returning board members;
- Approaches to deem a training participant as “trained” after taking the training developed under the approved curriculum.

The purpose of the SDAB Training Manual is to provide information to SDAB clerks and members that will support an SDAB in:

- conducting effective, fair hearings,
- understanding and applying the theory and principles of administrative law and natural justice,
- understanding and assessing factual evidence presented at hearings based on the planning theory and principles,
- writing effective decisions, and,
- demonstrating ethics and acting within the scope of its authority.

The SDAB Training Manual for SDAB Clerks and Members shall be developed starting from the SDAB Training Manual March 2015, and should include but is not limited to:

- Planning Law and subdivision and development approval processes, enforcement of Planning Rules, other legislation affecting land use and development, municipal plans and zoning, hierarchy of plans, planning ethics;
- Administrative law and natural justice procedures, principles of natural justice;
- Clerk roles and responsibilities, ethics, decision writing, communication with media and the community,
- Board member roles and responsibilities, ethics, decision writing, communication with media and the community,
- Case Law collection of a minimum 10 cases on SDAB hearings covering 2000-2017 (it could go further into the past if an important lesson is to be highlighted), including but not limited to: case presentation, discussion and lessons learned. Proponent may get inspired by reading Municipal and Planning Law monthly

- newsletters (for instance Aird&Berlis LLP) or the American Planning Association Commissioner’s Newsletter, etc.,
- Mock-Up Collection of minimum of 12 exercises / cases outlining but not limited to: Context, Application, Background, Blueprints as needed, the Development Officer’s Report, the DO’s Decision, the Basis of Appeal, SDAB preparations before the Hearing, SDAB Hearing with hypothetical evidence “pro” and “cons”, Board discussion (“in camera” to be considered in at least 3 exercises), Written Decision, Board release for communication, Lessons to be Learned, and
 - A section of Frequent Q&A and SDAB pre-hearing requirements, SDAB requirements during the hearing SDAB evidence, roles and responsibilities for SDAB clerks, for SDAB members, bias and perceived bias, decision, notification, SDAB decision challenged in court.

SDAB Additional Training Materials shall be developed starting from the SDAB Training Manual and Fact Sheets, March 2015, and should include but should not be limited to:

- Fact Sheets on such topics as :
 - 1) Hearing Process
 - 2) Timelines for Appeal
 - 3) Writing Decisions
 - 4) Provincial and Municipal Planning
 - 5) SDAB vs MGB
 - 6) SDAB Clerks and Members Responsibilities
- A SDAB PowerPoint Presentation with Speaking Notes for one-day training for SDAB clerks, which should include but is not limited to: outlines of the chapters in the manual in a condensed manner (3 hours), court cases (30 minutes), exercises from the manual (3 hours), ethics and bias for SDAB clerks (30 minutes);
- A SDAB PowerPoint Presentation with Speaking Notes for one-day training for SDAB members, which should include but is not limited to: outlines of the chapters in the manual in a condensed manner (3 hours), court cases (30 minutes), exercises from the manual (3 hours), ethics and bias for SDAB members (30 minutes).

Therefore, the SDAB Training Manual updates should reflect relevant cases and suggestions reported since previous training sessions; while the training sessions should provide the participants opportunity to learn about and discuss current practices and standards of SDABs.

There are several factors affecting local delivery of SDAB services such as capacity, timing and member knowledge. In many municipalities, SDAB hearings are less frequent and professional staff or resources may not readily available. The training sessions should address the questions of new and continuing board members, including how to run an effective hearing, how to separate evidence from information, or how to address difficult situations that can arise in a hearing.

Membership of the SDAB can be comprised of current and former municipal councillors

and public members. Members may not have a foundation in planning, administrative law, evidence based decision making, writing decisions, or legislation when they are appointed, yet they are expected to make decisions based on the legislation, relevant planning considerations, and factual evidence.

APPENDIX C - Proposal Submission Form

(Date , 20##)

Olimpia Pantelimon, Project Manager
17th Floor, Commerce Place
10155-102 Street NW
Edmonton, AB, T5J 4L4

RE: Request for Proposals (RFP) Number 01090-S08

Proponent's Legal Name: _____

Mailing Address: _____

Contact Name: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

Proposal:

**ATTACHMENT #1 MANDATORY REQUIREMENTS - CORPORATE
AND DESIRABLE PROVISIONS - CORPORATE**

Mandatory REQUIREMENTS - CORPORATE

MANDATORY REQUIREMENT(S)		MINIMUM EXPERIENCE REQUIRED
1.	Demonstrated understanding of Alberta's Planning System	3 years experience in planning projects /studies
2.	Demonstrated understanding of administrative law	3 years experience in administrative law projects/studies
3.	Demonstrated ability to deliver in-person training at various locations in Alberta	3 years

DESIRABLE Provisions - CORPORATE

DESIRABLE PROVISION(S)		DESIRED EXPERIENCE
1.	Demonstrated experience through prior engagements which included development of municipal plans and subdivisions applications in Alberta municipalities	3 years
2.	Demonstrated experience in developing planning guidelines for medium / small sized municipalities	5 years
3.	Demonstrated experience in articulating lessons learned from recent cases of development and subdivision appeals	3 years
4.	Demonstrated ability to develop quasi-judicial tribunal procedures guidelines	3 years
5.	Knowledge of adult training and learning methodologies	3 years
6.	Demonstrated experience in project management (resource, milestones, workflow, communicating, monitoring, reporting) and risks mitigation	5 years

ATTACHMENT #2 MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS - PROPOSED RESOURCES

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in this RFP, however, it is required that the Proponent identifies the assembled Team Members which includes, but is not limited to, the following disciplines:

- Team Lead / Project Manager
- Planning
- Administrative Law

Mandatory Requirement(s)		Minimum Requirement / Experience	Name of Proposed Resource	Experience Claimed	Résumé Cross Reference	Employee of Proponent, Subcontractor, or Employee of Subcontractor
1.	<i>At least 1 resource with</i>	<i>a degree or diploma in law</i>				
2.	<i>At least 1 resource with</i>	<i>a degree or diploma in urban / rural/regional/town planning</i>				
3.	<i>At least 1 resource with</i>	<i>three (3) years experience in project management</i>				

Desirable Provision(s)		Minimum Requirement / Experience	Name of Proposed Resource	Experience Claimed	Résumé Cross Reference	Employee of Proponent, Subcontractor, or Employee of Subcontractor
1.	<i>At least 1 resource with</i>	<i>five (5) years experience in a creating, amending municipal plans / bylaws/subdivision applications</i>				
2.	<i>At least 1 resource with</i>	<i>five (5) years experience in a creating planning guidelines</i>				

3.	<i>At least 1 resource with</i>	<i>five (5) years experience in a quasi-judicial tribunal hearings</i>				
4.	<i>At least 1 resource with</i>	<i>full membership on the Canadian Institute of Planners / Alberta Professional Planners Institute</i>				
5.	<i>At least 1 resource with</i>	<i>membership on the Council of Canadian Administrative Tribunals or the Canadian Bar Association/Law Society Alberta</i>				
6.	<i>At least 1 resource with</i>	<i>five (5) years experience in developing visual planning documents</i>				
7.	<i>At least 1 resource with</i>	<i>five (5) years experience in delivering workshops related to planning guidelines / subdivisions and development documents</i>				

ATTACHMENT #3 PRICING FORM

The pricing for the performance of the Services described in this RFP, as per Appendix B chart (pages 48-50) are on a Fixed Price basis, including all expenses.

Anticipated Start Date: November 15, 2017

Anticipated End Date: June 29, 2018

1. Fixed Price Services

The Proponent proposes the following Fixed Prices for completing the Services identified below:

Part	No.	Service or Deliverable	Fixed Price
Part I	1.	SDAB Training Program Work Plan	\$
	2.	SDAB Training Program Biweekly Reports	\$
	3.	SDAB Training Curriculum for clerks and members	\$
	4.	SDAB Training Manual for clerks and members	\$
	5.	SDAB Fact Sheets series (minimum 6 topics)	\$
	6.	SDAB Training PowerPoint Presentation with Speaking Points for 1 Day training for SDAB Clerks	\$
	7.	SDAB Training PowerPoint Presentation with Speaking Points for 1 Day training for SDAB Members	\$
	8.	SDAB Training Program Approval and Amended Manual, Fact Sheets and PowerPoints	\$
Part II	9.1.	SDAB Training Sessions Delivery 2 Days (full day, one day for SDAB clerks, and another day for SDAB members) in two (2) locations in southern Alberta	\$
	9.2.	SDAB Training Sessions Delivery 2 Days (full day, one day for SDAB clerks, and another day for SDAB members) in two (2) locations in central Alberta	\$
	9.3.	SDAB Training Sessions Delivery 2 Days (full day, one day for SDAB clerks, and another day for SDAB members) in one (1) location in Northern Alberta	\$
	10.	(A) SDAB Training Registration Report and (B) Existing Questionnaire Reports	\$
Total Fixed Price			\$

2. Expenses

The Proponent's pricing as specified above is inclusive of all expenses and as such the Province will not be obliged to pay any expenses incurred by the Contractor in the performance of the Services.

Costs incurred for any Proponent resource to travel to and from approved five (5) locations in Alberta to perform the Services, and living and accommodations costs incurred while the Proponent's resource is in any of the five (5) locations in Alberta, are included in the Fixed Price proposed in the Pricing Form above.

3. Facilities

Whether or not the Proponent is required to provide Facilities for the proposed resource to perform the Services, the Fixed Price quoted must be inclusive of all overhead; office space and equipment including supplies, administrative burden, mark-up and all other costs to perform the Services for the duration of the performance of the Services.

APPENDIX D – Service Delivery Approach

It is mandatory that the Proposal include an approach to the Project, which should include the following:

- A narrative of the proposed approach, reflecting the Proponent’s understanding of the scope, objectives, priorities and requirements presented in this RFP for completing the following deliverables:
 - o SDAB Training Curriculum for clerks and members
 - o SDAB Training Manual for clerks and members
 - o SDAB Fact Sheets series
 - o SDAB Training PowerPoint Presentation with Speaking Points for 1Day training for SDAB Clerks
 - o SDAB Training PowerPoint Presentation with Speaking Points for 1Day training for SDAB Members
 - o SDAB Training Sessions Delivery 2 Days (full day, one day for SDAB clerks, and another day for SDAB members) in five (5) locations across Alberta
 - o SDAB Training Registration Report and Existing Questionnaire Reports;
- A work plan including major tasks, resource allocations, milestones, deliverables, dependencies, and start and end dates;
- Strategies that the Proponent will apply to resource the Project and to manage performance and quality assurance during the Project;
 - o The proposal should outline if a partnership between a planning consultancy and law consultancy is proposed, roles and responsibilities for deliverables as noted in RFP Appendix B (pages 48-50);
- The rationale behind the Proponent’s proposed team structure and composition;
- A narrative of the rationale behind the Proponent’s proposed methodology to providing the Services and deliverables;
- A description of proposed deliverables, including recommended tables of content;
- The proposed strategy to make optimum use of the Province’s and the Proponent’s resources to ensure that the value to the Project is maximized;
- The proposed approach to engage with selected SDAB appointed members / clerks for an added value on this Project;
- A resource work effort matrix; including the total number of hours per resource on the Project, and a detailed description of which resource will work on the development of each deliverable and work product;
- Any assumptions as to the scope or nature of the work, which the Proponent has made in completing the Proposal, or any other significant factors upon which changes in resource effort may result;
- An identification of risks applicable to the Project, and proposed strategies to mitigate such risks;
- An indication why the Proponent considers itself, its Proposal and its resources to be the “right” ones and what key strengths it will bring to the Project; and
- What the Proponent sees as the critical success factors for the Project.

Our assumptions:

- The proponent is knowledgeable of the current Alberta Planning system, Alberta Planning history and other Canadian planning systems;
- The proponent is knowledgeable of the current administrative law and quasi-judicial tribunal procedures;
- The consultant is knowledgeable of the current process of development permits and of the subdivision application process including multi-level jurisdictional responsibilities, referral process, potential impact of urban design committees, public hearings and engagement;
- The consultant is knowledgeable of the current challenges relative to subdivision and development appeals,
- The proponent is versatile in conducting planning research, developing planning guidelines, developing visual documents, developing PowerPoint documents with visual elements and clear, focused message;
- The proponent excels in delivering adult education sessions;
- The proponent is knowledgeable of challenges related to planning issues in urban and rural Alberta, and with planning capacity challenges in medium sized and small sized municipalities.