

# REQUEST FOR PROPOSAL

## **PLANNING SERVICES**

**Request for Proposal (RFP) #:** RFP2024-14PD

**Issued:** April 23, 2024

**Submission Deadline:** May 24, 2024, at 12 Noon local time



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# 1 GENERAL

## 1.1 Introduction

Beaver County (the County) has prepared this Request for Proposal (RFP) to invite proposals from qualified planning services agencies or consultants to provide municipal planning services. The term of the contract will be a period of 3 years from the date that the contract is signed, with a potential extension of an additional 2 years.

Beaver County is a rural municipality located in central Alberta with its western boundary located approximately 30 minutes east of Edmonton. The County straddles Highway 14 for 120 kms from the Strathcona County border to the Municipal District of Wainwright border. The 2021 Federal census reported a population of 5868 with a regional population (including two towns and two villages) of 9721.

The County's west end, adjacent to Strathcona County's east boundary, is home to approximately 57% of the County's population. While multi-lot country residential subdivisions predominate in this area, there is an effort to balance acreage living with the environmentally sensitive Beaver Hills moraine, which was awarded a UNESCO biosphere designation in 2016.

Throughout the rest of the County, farming is the primary land use with some gravel/oil/gas extraction in the east. Acreages dot the landscape; however, subdivision of land is restricted to a maximum of two subdivisions (plus the remnant) per quarter section. Three Hutterite Colonies are settled in the County and there are some large landholdings, however for the most part, family farms are the norm. There are two hamlets in the County.

The County is also home to two industrial parks - the Equity Industrial Park adjacent to the Village of Ryley, and the Viking/Beaver Business Park, jointly owned with the Town of Viking, at the intersection of Highways 14 and 36.

For the purposes of this procurement process, the "County Contact" shall be:  
Margaret Jones, Assistant CAO  
Direct: 825-385-0061  
Email: [mjones@beaver.ab.ca](mailto:mjones@beaver.ab.ca)

## 1.2 Provision of Planning Services in the Past

For the past several years, the County has employed both an in-house Subdivision Authority (performed by the Assistant CAO) and an in-house Development Authority. The Development Authority has recently resigned and this is the third turn-over in staff in the last seven years. In the interim, the County has entered into a temporary contract with a planning services agency to provide the necessary services.

Going forward, the County desires consistency and continuity in this position, therefore is seeking the services of a qualified planning consultant/service agency.

In addition, the County has a contract with Inspections Group for all safety codes applications, permits, and compliance (except the fire discipline, which is accredited to a regional fire services commission). The other disciplines are covered under a Joint Quality Management Plan with the towns and villages.

### 1.3 Current Planning Activities

Over the last 5 years, the County has processed an average of 73 development applications per year (primarily Permitted Use applications). Approximately 12 compliance certificates are issued annually.

Subdivision applications average 16 per year. Virtually all applications are first or second parcel subdivisions in agricultural quarter sections. The last multi-lot, high-density subdivision application was approved over 10 years ago. In February 2013, the County adopted a “west-end growth management plan” which restricts development in the County’s west end and in the Beaver Hills Biosphere.

The County has intermunicipal development plans with each of its urban neighbours and a Highway 14 Corridor Plan. Annexation is rare and the last annexation application by the Town of Viking in 2018 was uncontested.

The County is in the process of updating its Municipal Development Plan, Land Use Bylaw, and the Area Structure Plan for the Equity Industrial Park.

In 2023, over 300 safety codes permits (building, electrical, gas, plumbing, private sewage disposal) were issued (County, towns, and villages). The annual internal review conducted by the County with a sampling of five files identified no major issues with the administration of safety codes permitting services in the region.

Proponents are strongly encouraged to review the County’s planning documents on its website at [beaver.ab.ca/on-line-services/planning-development/bylaws-and-policies](http://beaver.ab.ca/on-line-services/planning-development/bylaws-and-policies).

### 1.4 Qualifications of Proponent

The following qualifications will be considered in the evaluation of the proposals:

- a) Education - a minimum certification in Applied Alberta Land Use Planning or equivalent post-secondary degree. Designation as an Alberta Registered Professional Planner is preferred.
- b) Knowledge - demonstrated working knowledge of Alberta’s land use legislation, policies, principles, and practices. Innovative thinking and good judgement are required.
- c) Experience - related experience in community planning, rural land use functions, and hands-on experience processing development and subdivision applications. Experience with defense and attendance at appeal hearings is also required.
- d) Communication - highly effective verbal and written communication skills with a client-centred focus.
- e) Technology - familiarity or willingness to use eSITE for development applications, MRF’s webmapping program, and SharePoint to remotely access County files.

## 2 RFP PROCESS

### 2.1 RFP Schedule of Events

RFP Issue:	April 23, 2024
RFP Closing:	Noon, May 24, 2024
RFP Reviews:	May 27 - June 14, 2024
Selection of Preferred Proponent:	No later than June 28, 2024
Contract Commencement Date:	Upon signing

### 2.2 Proponent Questions

- 2.2.1 All questions regarding this RFP must be directed to the RFP Contact in writing by noon, May 6, 2024. Inquiries and responses will be recorded and may, at the County's discretion, be distributed to all Proponents. Answers to questions will be provided no later than May 10, 2024.
- 2.2.2 The Proponent has a responsibility to notify the RFP Contact 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.
- 2.2.3 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 2.2.4 Proponents are hereby required to satisfy themselves as to the accuracy and/or completeness of the information provided in this RFP.
- 2.2.5 No implied obligation of any kind, by or on behalf of the County, shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 2.2.6 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents, or advisors as part of the procurement process, is provided for the convenience of the Proponent only, and none of the County, its elected officials, officers, employees, agents, and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.
- 2.2.7 Verbal responses to inquiries are not binding on any party.

### 2.3 Amendments to the RFP

- 2.3.1 Beaver County reserves the right to issue addenda or amendments or change the schedule of events to this RFP.
- 2.3.2 Amendments to this RFP, if any, will be issued in writing and will form part of this RFP.

## 2.4 Proponent Expenses

2.4.1 Proponents will bear their own costs associated with or incurred in the preparation and presentation of their Proposals, including, if applicable, costs incurred for meetings, interviews, or demonstrations related to this RFP prior to the issuance of a contract.

## 2.5 Submission of Proposals

2.5.1 The County will receive Proposals until the RFP Closing.

2.5.2 Proposals are to be prepared in such a way as to provide a straightforward and concise description of capabilities to satisfy the requirements of this RFP.

2.5.3 Emphasis should be concentrated on the conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Proposals must be complete in all aspects. A Proposal will not be considered if it is conditional or incomplete.

2.5.4 Proposals must be submitted in the format described in this RFP and address the items listed in Schedule A - Proposal Requirements and Schedule B - Services to be Provided.

2.5.5 Proposals may be submitted by either:

- a) postal mail, sealed and clearly marked with the RFP's name, Closing, and addressed to the attention of the RFP Contact at Box 140, Ryley, AB T0B 4A0. TWO (2) paper copies and ONE (1) digital copy of the Proposal in pdf format is required.
- b) e-mail clearly noted with the RFP's name, Closing, and sent to the RFP Contact. The Proposal must be submitted in pdf format.

2.5.6 Proponents mailing Proposals must allow for sufficient mail delivery time to ensure timely receipt of their Proposals. Postmarks will not be accepted in lieu of actual receipt.

2.5.7 Receipt of e-mail submissions will not be acknowledged by the County.

2.5.8 Delivery service disruptions (postal or technological) will not be acceptable conditions for late Proposal submissions.

2.5.9 For RFP Closing purposes, the official time and receipt of Proposals will be determined:

- c) if received by mail, by the clock in the Beaver County Services Centre reception area used to date and stamp Proposals upon submission to the County, or
- d) if received by e-mail, by the date noted on the e-mail sent by the Proponent and received by the RFP Contact. In the case of a discrepancy, the RFP Contact's e-mail will be deemed the date and time of receipt.

2.5.10 Proposals that are dated and time-stamped after the RFP Closing will be deemed late.

2.5.11 Late or incomplete Proposals will not be considered. No exceptions will be made.

2.5.12 The Proposals will be opened by the RFP Contact after the RFP Closing.

2.5.13 There will be no public opening of Proposals.

## 2.6 Acceptance or Rejection of Proposals

2.6.1 At any time prior to the RFP Closing, a Proponent may alter or withdraw its Proposal by submitting written notice to the RFP Contact.

2.6.2 The County reserves the right, in its sole discretion to cancel this RFP without award or compensation to any Proponent, their officers, directors, employees, or agents in the event that:

- a) financial circumstances of the County change,
- b) political, economic, or technical conditions change,
- c) any other event occurs which was unforeseen, and in the opinion of the Evaluation Team, is beyond the control of the County, or
- d) less than two (2) qualified Proponents submit Proposals.

2.6.3 The County reserves the right, in its sole discretion, to determine whether any Proposal meets the submission requirements of this RFP, and to accept or reject any Proposals, to waive minor informalities of Proposals, or to cancel, revise, or extend solicitation.

2.6.4 The RFP process is intended to identify prospective Proponents for the purposes of negotiating a service agreement. This procurement process is not a tendering process. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and the County by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services. The County will not be responsible for any costs incurred by interested Proponents in the preparation of the Proposals.

2.6.5 Proposals will be irrevocable and open for acceptance by the County anytime within ninety (90) days following the end of day of the RFP Closing.

2.6.6 Proposals will be retained by the County and will not be returned to Proponents.

## 3 CONFIDENTIALITY

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

3.2 A Proponent may not, at any time directly or indirectly, communicate with the media in relation to the RFP or any agreement awarded pursuant to the RFP without first obtaining the written permission of the RFP Contact.

3.3 All information provided by or obtained from the County in any form in connection with the RFP either before or after the issuance of the RFP is the sole property of the County and must be treated as confidential, is not to be used for any purpose other



than replying to the RFP and the performance of any subsequent agreement, must not be disclosed without prior written authorization from the County, and shall be returned by the Proponent to the County immediately upon the request of the County.

## 4 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 4.1 All documents submitted to the County will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the County and what harm could reasonably be expected from its disclosure. The confidentiality of such information will be maintained by the County, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be publicly disclosed and may be scrutinized by the community through public presentations, or on a confidential basis, to the County's advisers retained for the purpose of participating in the evaluation of the Proposals. A Proponent's questions about the collection and use of personal information pursuant to the RFP are to be submitted to the RFP Contact.

## 5 CONFLICT OF INTEREST

- 5.1 For the purpose of this section, conflict of interest will mean:
- a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
    - i) having, or having access to, confidential information of the County in the preparation of its Proposal that is not available to other Proponents,
    - ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision-makers involved in the RFP process),
    - iii) engaging in conduct that compromises or could be seen to compromise, the integrity of the RFP process, or
  - b) in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the Proponent's other commitments, relationships, or financial interests that:
    - i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment, or

- ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

5.2 Proponents must fully disclose in writing to the RFP Contact on or before the RFP Closing, the circumstances of any potential conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP.

5.3 The Evaluation Team will review any submissions by Proponents under this provision and may reject any Proposals where, in the sole opinion of the Evaluation Team, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP.

5.4 If no written disclosure is provided, the Proponent will be deemed to declare that:

- a) there was no conflict of interest in preparing its Proposal, and
- b) there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

## 6 GOVERNING LAW

### 6.1 Procedural terms of the RFP process:

- a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision),
- b) are non-exhaustive (and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations), and
- c) are to be governed by and construed in accordance with the laws of the Province of Alberta and the Federal laws of Canada applicable therein.

## 7 DISCLAIMER OF LIABILITY AND INDEMNITY

### 7.1 By submitting a Proposal, the Proponent agrees:

7.1.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based,

- a) that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming,
- b) that it has gathered all information necessary to perform all of its obligations under its Proposal,

- c) that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal,
- d) to hold harmless the County, its elected officials, officers, employees, insurers, agents, or advisors and all of their respective successors and assigns, from all claims, liability, and costs related to all aspects of the RFP process,
- e) that it will not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents, or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents, or advisors, regardless of the manner of form in which the information is provided) is incorrect or insufficient,
- f) that the County will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Proponent as a result of or arising out of submitting a Proposal, or due to the County's acceptance or non-acceptance of its Proposal, and
- g) to waive any right to contest in any proceeding, case, action, or application, the right of the County to negotiate with any Proponent for the agreement whomever the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County.

## 8 SELECTION PROCESS

### 8.1 Evaluation Process

- 8.1.1 Proponents should carefully note the mandatory requirements listed in this RFP and address the items listed in Schedules A and B. Proposals that do not meet the mandatory requirements at the submission deadline will be disqualified.
- 8.1.2 All Proposals will be subject to a standard review process by the County.
- 8.1.3 During the evaluation process, Proponents may be required to provide additional information to clarify statements made in their Proposals. Such clarification shall be deemed an amendment to such Proponent's Proposal.
- 8.1.4 The County reserves the right to invite the highest-ranked Proponent(s) for an interview by and/or presentation made to the Evaluation Team. Should the County choose this option, all Proponents invited for the interview and/or presentation will be re-evaluated for the final ranking.
- 8.1.5 The Evaluation Team will make the final decision(s) as to which Proposal(s) will be considered for approval. Final approval will be made by the Approving Authority authorized by County Policy.

### 8.2 Evaluation Criteria

- 8.2.1 After the RFP Closing, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 8.2.2 In evaluating the Proposals received, the County will consider all of the criteria listed below as well as the qualifications outlined in this RFP, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 8.2.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below.
- 8.2.4 The evaluation criteria and the maximum number of points for each criterion are as follows:

Knowledge and Understanding of Municipal Planning Approval Processes (32%)

Educational requirements and ability to demonstrate expertise (including prior experience) and understanding of municipal planning approval processes and their complexity. Included in this category will be the County's interview of a minimum of two (2) municipal government references submitted by the Proponent that will, among other things, explore the Proponent's qualifications as outlined in this RFP.

Staff Resources (32%)

Ability to meet service and operational expectations. The County requires a range of services as outlined in Schedule B. Proponents are required to confirm that the mandatory services can be provided and whether the optional services will be provided.

Cost and Fees (32%)

Costs for providing the services, either as a lump-sum or other fee structure. The fee structure, including rates, disbursements, and materials, as well as payment schedules must be complete and clear.

Fee increases for each year subsequent to the year of the award must be outlined and explained.

The County realizes that conditions other than price are important and will award the Contract(s) based on the Proposal that best meets the needs of the County, and therefore the lowest-priced Proposal need not be accepted.

Overall Impression (4%)

The quality of the submission, completeness of the submission, and the ease of navigation to adequately and fully understand and review the material.

8.2.5 Points will be assigned for each criteria based on the information provided in the Proponent’s submission. Scoring will be consistently applied by the County’s Evaluation Team through the use of the specified scoring system noted below. Should all the Proposals received by the County score less than 60 points, the County will not be obliged to proceed with the RFP in any way and the County reserves the discretion and privileges outlined in this RFP.

<i>Score</i>	<i>Description</i>
0 - 2 points per criterion	Unacceptable to Poor: does not satisfy the requirements of the criterion in any way or addresses some of the requirements of the criterion but is lacking in critical areas
3 - 4 points per criterion	Acceptable to Good: meets the requirement of the criterion to a minimum acceptable level
5 points per criterion	Above average to Exceptional: meets the requirements of the criterion at an above average or exceptional level

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

## 9 NOTIFICATION TO PROPONENTS

9.1 All Proponents will be notified in writing as soon as possible after acceptance of a Proposal.

9.2 Selection of a successful Proponent does not obligate the County to negotiate or execute an agreement in the event that:

- a) financial circumstances of the County change,
- b) political, economic, or technical conditions change, or
- c) any other event occurs which was unforeseen and in the opinion of the County, is beyond its control.

9.3 The County is not bound to accept any Proposal. At any time prior to execution of a Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the RFP, or proceed with procurement on different terms. All of this may be done with no compensation to the Proponents or any other party.

9.4 The County reserves the right, in its sole and unfettered discretion, to negotiate with any Proponent regardless whether that Proponent is the Proponent that received the highest evaluation score, and/or negotiate with any and all Proponents, regardless whether the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

- 9.5 The successful Proponent should note that if the parties cannot execute an agreement within ninety (90) days, the County may invite the “next-best-ranked” Proponent to enter into an agreement.
- 9.6 Files opened or in progress prior to execution of a Contract with the successful Proponent are excluded from the Work contemplated under this Contract.

# SCHEDULE A – PROPOSAL REQUIREMENTS

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## Opportunity Overview

Beaver County anticipates that a variety of planning services will be required during the term of the Contract. The scope of the services is outlined in Schedule B.

No guarantee is given with respect to the number or type of files to be processed; rather the information provided in the RFP is to assist with the Proponent's preparation of the RFP only.

The intent of the RFP is to select a Proponent that has the required experience and resources to provide all required planning services to the County during the term of the Contract. Note that more than one Proponent may be selected to negotiate the terms of a Contract at the sole discretion of the County if the scope of services proposed by a preferred Proponent is limited. For example, the County may exercise its discretion to negotiate contracts with one preferred Proponent for development authority services and with another preferred Proponent for subdivision authority services.

Other planning services may be required from time to time as requested by Council or the Chief Administrative Officer (or delegate).

The Contract Term is for a period of 3 years from the date of execution of a Contract with the successful Proponent, with the potential for a 2-year extension. Files opened or in progress prior to execution of a Contract with the successful Proponent will not be considered Work under the Contract.

## RFP and Proponent Requirements

### **Proponent Profile/Technical Skills/Experience**

Each Proponent must provide an overview of its service agency, how the required qualifications as indicated within this RFP can be met, and must attest to the qualifications of the planning team. The agency's approach to meeting the varied and complex needs of the County should be highlighted.

### **Delivery of Service**

The County acknowledges that planning legislation provides timelines for various aspects of the application processes and that a Proponent cannot guarantee the response time for every application. The Proponent will include in its proposal a commitment to meet the following timelines at a 95% success rate:

- a) Initial response to inquiries - 2 business days,
- b) Initial review of all types of applications - 3 business days.

Notwithstanding the timelines imposed by legislation, the Proponent will make a decision on each application as soon as it is able. The County will not accept a delay in a decision simply because the legislated timeframe has not yet expired.

## **Compensation**

The proposal will identify the fee schedule for the range of planning services provided. The manner of reimbursement for administrative, travel, and other expenses incidental to the planning service fees will also be outlined in the proposal.

## **Insurance**

The successful Proponent must agree to an indemnification (hold harmless) clause in the Contract.

The following insurance coverage is required (proof of coverage will be requested once the Contract is awarded):

- a) Standard automobile, bodily injury, and property damage insurance of at least \$5 million, inclusive, and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- b) Comprehensive general liability insurance in the amount of at least \$5 million, inclusive, and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include non-owned automobiles, independent subcontractors, contractual liability (including the Contract to be negotiated from this RFP), broad form property damage endorsement, environmental liability, and products and completed operations coverage.
- c) Professional liability in the amount of at least \$5 million, not limited to fees;
- d) Employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than \$5 million per employee for each accident, accidental injury, or death of an employee or any subcontractor engaged by the Proponent;
- e) Workers' Compensation coverage for all employees.

The successful Proponent will be required to add the County as an Additional Insured on the insurance policies and provide the County with 30 days' notice of cancellation.

## **Health and Safety Plan/Training**

The Proponent will be required to demonstrate its ability to adhere to health and safety requirements inherent to the services to be provided. A Certificate of Recognition is preferred (if applicable).

## **Submission/Proposal Format**

Proponents should submit their proposal response in the following preferred format to a maximum of 12 pages:

1. Letter of introduction, confirmation that the service requirements are understood and accepted, and that qualified resources are available.
2. Contact information regarding the following individual(s):
  - a) representative(s) of the firm for purposes of the RFP and negotiation of a Contract,
  - b) individual who will be appointed as the Development Authority,
  - c) individual who will be appointed as the Subdivision Authority,
  - d) individual(s) who will be processing applications.



3. Proponent profile, technical skills, and municipal experience, including the number and type of appeal hearings attended (development or subdivision, and SDAB, LPRT, or Court of Appeal) and the outcome of each hearing).
4. Confirmation of services to be provided and service delivery approach.
5. Commitment to level of service (including details regarding inquiry response times, processing timelines, decision deadlines, etc.).
6. Compensation.
7. Documentation supporting insurance, WCB, and other requirements, or confirmation of the ability to obtain documentation if Proponent is successful.
8. Contact information for references.
9. Other appendices or attachments relevant to the RFP.

The Proposal will be signed by authorized signatories with corporate seal if applicable.

# SCHEDULE B – SERVICES TO BE PROVIDED

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## Mandatory Services

### **General**

1. Advise Council and senior municipal employees in matters of planning affecting the County.
2. Attend meetings as required by the CAO (or delegate).
3. Review and/or recommend planning policies, not including statutory plans.

### **Development**

1. Respond to development inquiries and provide advice where necessary.
2. Accept applications.
3. Process applications (including referrals when advisable/necessary).
4. Conduct site inspections (when advisable/necessary).
5. Decide on applications (appointed as Development Authority).
6. Prepare relevant documents (e.g. development agreements).
7. Register decisions on eSITE.
8. Prepare permit advertisement for County communication staff.
9. Notify relevant stakeholders of decision (including County staff and Inspections Group).
10. Electronically file all documentation in County's SharePoint files.
11. Follow up conditions of approval.
12. Follow up unauthorized developments as identified by the County.
13. Liaise with Inspections Group re: outstanding permits.
14. Prepare statistical reports for County, Provincial, and Federal agencies.
15. Defend decisions and attend SDAB hearings (and Court of Appeal, if required).
16. Respond to intermunicipal referrals.

### **Subdivision**

1. Respond to subdivision inquiries and provide advice where necessary.
2. Accept applications.
3. Process applications.
4. Conduct site inspections.
5. Prepare documents (e.g. MR or \$-in-lieu, ER/ERE, CE, caveats, development agreements, etc.).
6. Decide on applications (appointed as Subdivision Authority).
7. Notify relevant stakeholders of decision.
8. Follow up conditions of approval.
9. Send reminder letters re: expiry of approvals and decide on requests for extensions.
10. Endorse subdivision plans.
11. Electronically file all documentation in County's SharePoint files.
12. Prepare statistical reports for County, Provincial, and Federal agencies.
13. Defend decisions and attend SDAB hearings (and Court of Appeal, if required).
14. Respond to intermunicipal referrals.

## **Verifications of Compliance**

1. Respond to inquiries and provide advice where necessary.
2. Accept applications.
3. Process applications (in cooperation with County staff).
4. Issue letters of compliance.
5. Electronically file all documentation in County's SharePoint files.
6. Prepare statistical reports for County.

## **MDP/LUB Amendments** (*redistricting and minor text amendments*)

1. Respond to inquiries and provide advice where necessary.
2. Accept applications.
3. Process applications.
4. Prepare recommendation to Council (using CivicWeb RFD protocol).
5. Prepare bylaw and supporting documentation (e.g. text or map).
6. Attend public hearing, if requested by the CAO or delegate.
7. Notify relevant stakeholders of decision.

## **Road Closures**

1. Respond to inquiries and provide advice where necessary.
2. Accept applications.
3. Process applications (including liaison with Land Titles and applicant's surveyor).
4. Prepare recommendation to Council (using CivicWeb RFD protocol).
5. Prepare resolution/bylaw and supporting documentation (e.g. map/diagram).
6. Notify relevant stakeholders of decision.

## Optional Services

### **Municipal Land Leases**

1. Respond to inquiries and provide advice where necessary.
2. Accept applications.
3. Process applications.
4. Prepare recommendation to Council (using CivicWeb RFD protocol).
5. Prepare public advertisement for County communication staff.
6. Attend public hearing, if requested by the CAO or delegate.
7. Notify relevant stakeholders of decision and ensure execution of lease agreement.

### **Safety Codes**

1. Liaise with safety codes agency regarding existence of development permits (County only).
2. Participate in meetings with safety codes agency as required (usually once per year).
3. Conduct annual internal audit as required by Safety Codes Council (sampling of closed permits amongst all municipalities).
4. Support municipalities with external audit conducted by Safety Codes Council, as needed.

# **ADDENDUM #1**

(issued May 9, 2024)

# REQUEST FOR PROPOSAL

## ***PLANNING SERVICES***

**Request for Proposal (RFP) #:** RFP2024-14PD

**Issued:** April 23, 2024

**Submission Deadline:** May 24, 2024, at 12 Noon local time



In accordance with Section 2.2 - Proponent Questions, the following questions were submitted. The responses are organized as follows:

- Relevant section of the RFP
- *Question submitted (Q)*
- Response provided (R)

## RFP and Proponent Requirements

### **Insurance**

The following insurance coverage is required (proof of coverage will be requested once the Contract is awarded):

...

- a) Professional liability in the amount of at least \$5 million, not limited to fees;

*Q: Will Beaver County consider \$2,000,000 in Professional Liability insurance coverage rather than \$5,000,000?*

R: The County requires \$5 million insurance coverage to adequately protect itself against liability claims.

### **Insurance**

The following insurance coverage is required (proof of coverage will be requested once the Contract is awarded):

...

- e) Workers' Compensation coverage for all employees.

*Q: The consulting services that (redacted) provides are an "exempt industry" and we are not required to carry WCB coverage.*

*Q: Please confirm that Beaver County will not require WCB coverage for the respondent. Workers Compensation Board identifies "municipal planning" as a WCB exempt industry.*

R: Proponents must submit documentation regarding their exempt status in response to this proposal requirement.

### **Insurance**

The following insurance coverage is required (proof of coverage will be requested once the Contract is awarded):

...

The successful Proponent will be required to add the County as an Additional Insured on the insurance policies and provide the County with 30 days' notice of cancellation.

*Q: Will Beaver County be requiring that insurance coverage co-name Beaver County as additionally insured?*

R: Where applicable (whether proposal awarded to a company or a private consultant), the County may require that the County be named as an Additional Named Insured.

## **Health and Safety Plan/Training**

The Proponent will be required to demonstrate its ability to adhere to health and safety requirements inherent to the services to be provided. A Certificate of Recognition is preferred (if applicable).

Q: *Will Beaver County be requiring the successful Proponent to hold COR certification?*

R: The RFP indicates that a COR is preferred (if applicable). Lack of COR certification will not disqualify a Proponent from this opportunity. Proponents must indicate whether they hold COR certification.

## Schedule B - Services to be Provided

### Mandatory Services

#### **Development**

1. Defend decisions and attend SDAB hearings (and Court of Appeal, if required).

#### **Subdivision**

1. Defend decisions and attend SDAB hearings (and Court of Appeal, if required).

Q: *Is representation required at hearings? Or will the County accept written submissions? As well, are the hearings virtual?*

R: The County requires representation at hearings. The method of attendance will be at the discretion of the Board that hears the appeal. The Intermunicipal Subdivision and Development Appeal Board typically prefers in-person hearings. The Land and Property Rights Tribunal appears to accept virtual attendance.

### Additional Questions:

Q: *Will Beaver County consider remote/hybrid proposals which satisfactorily address Proposal Requirements (Schedule "A") for the Delivery of Services?*

R: The County will consider remote/hybrid proposals that satisfactorily address the Services to be Provided in Schedule B. Proponents should indicate the intended method of delivery and the Compensation section should clearly differentiate fees for remote vs in-person services.

Q: *Will the selected Proponent have full access to the County's MRF Geosystems online mapping tool?*

R: The County will provide the successful Proponent with the access it needs to provide the services required.

Q: *Are there any other geospatial tools the County uses?*

R: No

Q: *Are historical planning approvals digitized and accessible to the selected Proponent?*

R: The County has not digitized its historical planning files (although it has plans to initiate that project in the future). As needed, the County will digitize historical planning decisions and other planning information and make them accessible.

Q: *Are inquiries primarily handled by phone, e-mail, or a combination? Will the selected Proponent have access to a phone line/e-mail?*

R: The County receives a significant number of inquiries, both by phone and e-mail. The Proponent is expected to accept calls and e-mail inquiries directly from residents/developers and respond accordingly. The County's telephone system will be programmed to direct callers to the successful Proponent's phone number. The County's website will provide both the successful Proponent's phone number and email address.

Q: *Does the County have a levy bylaw?*

R: The County does not have a levy bylaw at this time.

Q: *Does the County have a template for Development Agreements and any other agreements the successful Proponent may have to draft?*

R: The County routinely requires development agreements for road approaches, and occasionally requires environmental reserve easement agreements. The County has templates for both these agreements.