

BEAVER COUNTY
REQUEST FOR PROPOSAL FOR
BLACK NUGGET LAKE PARK
CAMPGROUND OPERATOR

RFP Issue Date:	December 18th, 2018
RFP Closing:	January 25th, 2019 2:00 pm
RFP Contact:	Susan Lungal, Community Development Coordinator Box 140 Ryley, Alberta T0B 4A0
Telephone:	(780) 663-3730
Facsimile:	(780) 663-3602
Email:	slungal@beaver.ab.ca

TABLE OF CONTENTS

1	General	3
1.1	Introduction	3
2	RFP Process	3
2.1	Definitions	3
2.2	RFP Schedule of Events	4
2.3	On Site/Proponents' Meeting Date	4
2.4	Proponent Questions	4
2.5	Amendments to the RFP	5
2.6	Proponent Expenses	5
2.7	Multiple Proposals	5
2.8	Submission of Proposals	5
2.9	Acceptance or Rejection of Proposals	6
3	Confidentiality	6
4	FOIP	7
5	Conflict of Interest	7
6	Governing Law	8
7	Disclaimer of Liability and Indemnity	8
8	Selection Process	9
8.1	Evaluation Process	9
8.2	Evaluation Criteria	9
9	Notification to Proponents	10

1 General

1.1 Introduction

Beaver County (the “County”) has prepared this Request for Proposal (“RFP”) to retain an experienced and qualified Proponent(s) to operate and maintain Black Nugget Lake Park Campground and Day Use Area.

2 RFP Process

2.1 Definitions

“**Contractor**” means the successful Proponent awarded the Contract.

“**Consortium**” means two or more Proponents who submit a Proposal.

“**Contract**” means the formal written and binding agreement entered into pursuant to this Request for Proposal between the County and the successful Proponent(s) in the form agreed to by the County in its sole discretion.

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

“**Must**”, “**mandatory**”, “**required**”, “**shall**” means a requirement that must be met in a substantially unaltered form in order for the Proposal to receive consideration.

“**Optional**” means a requirement not considered essential, but for which preference may be given.

“**Prime Proponent**” means the Proponent in a Consortium that is responsible for the provision of Services as outlined in this RFP and is accountable for all terms and conditions of the contract.

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

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

“**Request for Proposal or RFP**” means the solicitation for the Services as outlined in this RFP.

“**RFP Closing**” means **the final date and time for acceptance of Proposals.**

“**Services**” means the functions, duties, tasks and responsibilities to be provided by the Proponent as described in this RFP.

“**Should**”, “**desirable**” means a requirement having a significant degree of importance to the objectives of this RFP.

“County” means Beaver County.

2.2 RFP Schedule of Events

RFP Issue Date:	December 18 th , 2018
Mandatory On Site/Proponents’ Meeting Date:	January 10 th , 2019 9:30 am*
RFP Closing:	January 25 th , 2019 2:00 pm*
Proponent Interviews (if required):	Jan. 28 th to Feb. 27 th , 2019
Selection of Preferred Vendor:	March 20 th , 2019
Contract Commencement Date:	April 17 th , 2019

* - All times in RFP are **Mountain Standard Time**.

2.3 On Site/Proponents’ Meeting Date

2.3.1 An On Site Proponents’ Meeting has been scheduled to provide an opportunity for clarification regarding the RFP’s requirements, and to address any other issues with this RFP:

Date: Thursday, January 10th, 2019
Time: 9:30 am
Location: 49117 RR 182
From the west:
Take HWY 14 to the east side of Tofield, south on Secondary Highway 834 15km to Twp Rd 492, east on Twp Rd 492 6.5km to Range Road 182, or
From the east:
Take HWY 14 to Holden, travel south down Secondary Highway 855 for 0.8km to Twp Rd. 492, travel west on Twp Rd 492 for 19.5km to Range Road 182

2.3.2 Proponents intending on attending the On Site/Proponents’ Meeting Date are asked to notify the RFP Contact by no later than 2:00 pm January 3rd, 2019.

2.3.3 **Attendance at the On Site Proponents’ Meeting is Mandatory. Failure to attend the on-site meeting will result in rejection of the proposal.**

2.4 Proponent Questions

2.4.1 All questions regarding this RFP must be directed to the RFP Contact in writing by 2:00 pm Friday January 11th, 2019. Enquiries and responses will be recorded and may, at the County’s discretion, be distributed to all Proponents. Answers to Questions will be provided by Friday January 18th, 2019.

2.4.2 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.

2.4.3 Verbal responses to enquiries are not binding on any party.

2.5 Amendments to the RFP

2.5.1 Beaver County reserves the right to issue addenda or amendments or change the schedule of events to this RFP.

2.5.2 Amendments to this RFP, if any, will be issued in writing and will form part of this RFP.

2.6 Proponent Expenses

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

2.7 Multiple Proposals

2.7.1 If multiple Proposals are offered, the Proponent must submit each Proposal separately in the same format as outlined in this RFP. Proposals must meet the fundamental intent of this RFP.

2.8 Submission of Proposals

2.8.1 The County will receive sealed Proposals until the RFP Closing.

2.8.2 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.

2.8.3 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 shall not be considered if it is conditional or incomplete.

2.8.4 Proposals must be submitted in the format described in this RFP and addressing the items listed in *Schedule A - Proposal Requirements*.

2.8.5 Proposals must be sealed and clearly marked with:

- RFP's name
- RFP Closing
- and addressed to the attention of the RFP Contact

2.8.6 All Proposals submitted should include:

- [2]** Two hard copies of the Proposal, **and**
- (1)** One Digital copy of proposal in PDF format.

2.8.7 Proposals may be delivered by hand, courier or mail. The County does not accept Proposals received via facsimile or email.

2.8.8 Proponents mailing proposals should allow for sufficient mail delivery time to ensure timely receipt of their proposals. Postmarks will not be accepted in lieu of actual receipt.

2.8.9 Delivery service disruptions will not be acceptable conditions for late Proposal submissions.

- 2.8.10 For RFP closing purposes the official time and receipt of Proposals shall be as determined by the time recorder used to date and stamp Proposals upon submission to the Beaver County Office. Proposals that are dated and time stamped after the Closing Date and Time will be deemed late.
- 2.8.11 Late or incomplete Proposals will not be considered. No exceptions will be made.
- 2.8.12 The Proposals will be opened by the RFP Contact and the bid amount duly recorded after the RFP Closing.
- 2.8.13 There is no public opening of Proposals.

2.9 Acceptance or Rejection of Proposals

- 2.9.1 At any time prior to the RFP Closing Date and Time, a Proponent may alter or withdraw its Proposal by submitting written notice to the RFP Contact.
- 2.9.2 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:
 - i. financial circumstances of the County change;
 - ii. political, economic or technical conditions change;
 - iii. any other event which was unforeseen occurs and in the opinion of the Evaluation Team is beyond the control of the County; or
 - iv. less than two (2) qualified Proponents submit Proposals.
- 2.9.3 The County reserves the right, in its sole discretion, to accept or reject any proposals; to waive minor informalities of proposals; or to cancel, revise or extend solicitation.
- 2.9.4 The RFP process is intended to identify prospective Proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and 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 the interested proponents in the preparation of the proposal.
- 2.9.5 Proposals shall be irrevocable and open for acceptance by the County anytime within ninety (90) days following the end of day of the RFP Closing Date.
- 2.9.6 Proposals will be retained by the County and will not be returned to proponents.

3 Confidentiality

- 3.1.1 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.

- 3.1.2 A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the RFP Contact.
- 3.1.3 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 Contract; must not be disclosed without prior written authorization from the County; and shall be returned by the Proponents to the County immediately upon the request of the County.

4 FOIP

- 4.1.1 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. 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 their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the RFP Contact. Any proposal submitted is subject to the Freedom of Information and Protection of Privacy Act.

5 Conflict of Interest

- 5.1.1 For the purpose of this section, Conflict of Interest shall mean:
 - i. 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 (a) having, or having access to, confidential information of the County in the preparation of its proposal that is not available to other proponents, (b) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
 - ii. in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (a) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (b) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- 5.1.2 Proponents must fully disclose, in writing to the RFP Contact on or before the Closing Date and Time of this RFP, 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.

- 5.1.3 The Evaluation Team shall 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.
- 5.1.4 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

- 6.1.1 Procedural terms of the RFP Process:
 - i. 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);
 - ii. are non-exhaustive (and shall not be construed as intending to limit the preexisting rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - iii. 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

- 7.1.1 By submitting a Proposal, the Proponent agrees:
 - i. to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
 - ii. that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
 - iii. that it has gathered all information necessary to perform all of its obligations under its Proposal;
 - iv. that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
 - v. to hold harmless 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;
 - vi. that it shall not be entitled to claim against the County, their 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;

- vii. 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
- viii. 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 contract whomever the County deems, in their 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 in this RFP and addressing the items listed in *Schedule A - Proposal Requirements*. 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.
- 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 shall be re-evaluated for the final ranking.
- 8.1.5 Key Proponent management and technical personnel will be expected to participate in the presentation and these presentations will be made at no cost to the County.
- 8.1.6 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 Beaver County Council.

8.2 Evaluation Criteria

8.2.1 Each Proposal shall be evaluated separately against the criteria listed below:

Evaluation Criteria:

1. Relevant Experience – 30%

Proposals will be evaluated based on the Proponent’s relevant experience with similar projects, and a demonstrated ability to translate those experiences into successful project delivery for the County. Included in this category will be the County interview of a minimum of three (3) references submitted by the Proponent.

2. Staff Resources – 30%

Ability to meet service and operation expectations

3. Cost and Fees – 30%

Proposal costs including rates, disbursements and materials, as well as fee structures and payment schedules are complete and clear. The County realizes that conditions other than a price are important and will award contract(s) based on the proposal that best meets the needs of the County and therefore the lowest priced Proposal need not be accepted.

4. Clarity and Presentation – 10%

Proposals will be evaluated based on the Quality of the submission, completeness of the submission and the ease of navigation to adequately and fully understand and review the material

9 Notification to Proponents

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

9.1.2 Selection of a successful Proponent does not obligate the County to negotiate or execute a Contract in the event that:

- i. financial circumstances of the County change;
- ii. political, economic or technical conditions change; or
- iii. any other event which was unforeseen occurs and in the opinion of the County is beyond its control.

9.1.3 The successful Proponent should note that if the parties cannot execute a Contract within thirty (30) days, the County may invite the “next-best-ranked” Proponent to enter into a Contract.

