

**BLACK NUGGET LAKE**  
**REQUEST FOR PROPOSAL**  
**CAMPGROUND OPERATION AND MAINTENANCE**

**ISSUE DATE: JANUARY 4, 2022**  
**CLOSING DATE AND TIME: 2 PM, FEBRUARY 15, 2022**

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1. GENERAL

1.1 Introduction

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

Black Nugget Lake Campground is located approximately 21 kms southeast of Tofield, accessible via a hard-surfaced road (Highway 14 and Range Road 182). The campground was developed from a former coal mine. It includes a long winding lake with waterfront sites and back-to-nature tenting. The campground is open to campers from May to September.

The campground includes both serviced and non-serviced individual and group sites, and washrooms and showers. Recreation activities include canoeing (non-powered vessels), hiking, trout fishing, bird watching, and horseshoes. Facilities include picnic/cookhouse shelters, and playground, volleyball, and basketball areas.

There is a concession building on-site and firewood is available.

Nearby is the Coal Creek Golf course, a professionally-developed 18-hole golf course, also developed from a former coal mine.

2. RFP PROCESS

2.1 Definitions

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

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

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

**“County”** means Beaver County.

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

**“must, mandatory, required, shall, will”** means a requirement that must be met in a substantially unaltered form in order for the RFP 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 who 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**” and “**Desirable**” means a requirement having a significant degree of importance to the objectives of this RFP.

## 2.2 RFP Schedule of Events

RFP Issue:	January 4, 2022
Optional On-Site/Proponents’ Meeting:	9:30 am MST, February 1, 2022
RFP Closing:	2 pm MST, February 15, 2022
Proponent Interviews (if required):	March 1 - 11, 2022
Selection of Preferred Proponent:	April 6, 2022
Contract Commencement Date:	May 16, 2022

## 2.3 Optional On-Site/Proponents’ Meeting

2.3.1 The On-Site Proponents’ Meeting is an opportunity for clarification regarding the RFP’s requirements and to address any other issues with this RFP:

Date: Tuesday, February 1, 2022

Time: 9:30 am MST

Location: 49117 RR 182

From the west or east:

Take Highway 14 to Range Road 182, then south to the campground, or

From the south:

Take Secondary Highway 834 to Township Road 492, then east to Range Road 182, then south to the campground

2.3.2 Proponents intending to attend the On-Site/Proponents’ Meeting are asked to notify the RFP Contact no later than 2 pm, January 15, 2022.

2.3.3 Attendance at the On-Site Proponents’ Meeting is optional, however is strongly recommended. The County will not be responsible for any misinterpretation, misunderstanding, or misrepresentation related to the Proponent’s interpretation of the RFP and/or the proposed Contract and its requirements, or any errors in the Proponent’s tendered amount if the Proponent chooses not to attend the On-Site Meeting.

## 2.4 Proponent Questions

- 2.4.1 All questions regarding this RFP must be directed to the RFP Contact in writing by 2 pm, Wednesday, February 2, 2022. Inquiries and responses will be recorded and may, at the County's discretion, be distributed to all Proponents. Answers to questions will be provided by Wednesday, February 9, 2022.
- 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 inquiries 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 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.

## 2.7 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 the RFP.

## 2.8 Submission of Proposals

- 2.8.1 The County will receive 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 will not be considered if it is conditional or incomplete.
- 2.8.4 Proposals must be submitted in the format described in this RFP and address the items listed in Schedule A – Proposal Requirements.
- 2.8.5 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. 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.
- 2.8.6 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.
- 2.8.7 Receipt of e-mail submissions will not be acknowledged by the County.
- 2.8.8 Delivery service disruptions (postal or technological) will not be acceptable conditions for late Proposal submissions.
- 2.8.9 For RFP Closing purposes, the official time and receipt of Proposals will be determined:
  - a) if received by mail, by the clock in the reception area used to date and stamp Proposals upon submission to the County, or
  - b) 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.
- 2.8.10 Proposals that are dated and time-stamped after the RFP Closing 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 will be no public opening of Proposals.
- 2.9 Acceptance or Rejection of Proposals
  - 2.9.1 At any time prior to the RFP Closing, a Proponent may alter or withdraw its Proposal by submitting written notice to the RFP Contact.
  - 2.9.2 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:
    - 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.
  - 2.9.3 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 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 the interested Proponents in the preparation of the Proposals.
- 2.9.5 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.
- 2.9.6 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 Proponents to the County immediately upon the request of the County.

### 4. FOIP

- 4.1 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 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:

- a) to be responsible for conducting its own due diligence on data and information upon which its Proposal is based,
- b) that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming,
- c) that it has gathered all information necessary to perform all of its obligations under its Proposal,



- d) 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,
- e) 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,
- f) 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,
- g) 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
- h) 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 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 will 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 will be evaluated separately against the criteria listed below:

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’s interview of a minimum of three (3) references submitted by the Proponent.

Staff Resources – 30%

Ability to meet service and operational expectations

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

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