REQUEST FOR PROPOSAL
for
PREPARATION OF
EMERGENCY MANAGEMENT PLANS
and
EMERGENCY RESPONSE TRAINING & EXERCISE

ISSUE DATE: MAY 27, 2022
CLOSING DATE AND TIME: 4:30 PM, JUNE 17, 2022

RFP CONTACT:
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1. **GENERAL**

1.1 Introduction

The Beaver County Region (the Region) consists of the Towns of Tofield and Viking, the Villages of Ryley and Holden, and the surrounding rural municipality of Beaver County (including the Hamlets of Bruce and Kinsella).

The Region is located in central Alberta with its western boundary located approximately 30 minutes east of Edmonton. The County straddles Highway 14 (parallel to the CN rail line) for 120 kms from the Strathcona County border to the Municipal District of Wainwright border. Its property tax base ranges from country residential (acreage) living on the west end to agriculture in the centre to mixed agriculture/oil and gas in the east end. The urban municipalities within the Region are home to residential, commercial, and light industrial uses. The total land base of the Region is 3235 square kilometres with a population of 9721.

Fire protection services in the Region are provided by a regional services commission (Beaver Emergency Services Commission (BESC)). The Commission oversees the operation of 6 fire departments manned by approximately 92 volunteer firefighters. Fire halls are located in each urban municipality/hamlet, strategically located at intervals of approximately 20 km along Highway 14 throughout the length of Beaver County.

Each municipality has also delegated emergency management services to the Commission.

The Region has prepared this Request for Proposal (RFP) to invite proposals from qualified consultants to prepare a regional emergency management plan and conduct an emergency response exercise at the conclusion of the Project.

2. **RFP PROCESS**

2.1 RFP Schedule of Events

RFP Issue:	May 27, 2022
RFP Closing:	4:30 pm MST, June 17, 2022
RFP Reviews:	June 20 - 30, 2022
Selection of Preferred Proponent:	July 2022
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 2 pm, Friday, June 3, 2022. Inquiries and responses will be recorded and may, at the Region's discretion, be distributed to all Proponents. Answers to questions will be provided no later than Tuesday, June 7, 2022.

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 Region 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 Region, shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Region via the RFP Contact, 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 Region 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 Region, 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 RFP Contact 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 The Region 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 RFP Contact 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.

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 Beaver County, 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 RFP Contact.

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:

a) 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 RFP Contact on behalf of the Region, 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.

2.5.10 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 and the bid amount duly recorded 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 Region 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 Region 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 Region, or
d) less than two (2) qualified Proponents submit Proposals.

2.6.3 The Region 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 Region by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services. The Region will not be responsible for any costs incurred by the interested Proponents in the preparation of the Proposals.

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

2.6.6 Proposals will be retained by the Region 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 Region in any form in connection with the RFP either before or after the issuance of the RFP is the sole property of the Region 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 Region, and shall be returned by the Proponents to the Region immediately upon the request of the Region.

4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

4.1 All documents submitted to the RFP Contact 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 Region's custody or control. It also prohibits the Region 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 Region and what harm could reasonably be expected from its disclosure. The confidentiality of such information will be maintained by the Region, 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 Region'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.

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 Region 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 Region, 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 Region, its elected officials, officers, employees, insurers, agents, or advisors on grounds that any information, whether obtained from the Region 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 Region 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 Region'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 Region to negotiate with any Proponent for the agreement whomever the Region deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Region.

8. **SELECTION PROCESS**

8.1 Evaluation Process

8.1.1 The Evaluation Team consists of the Chief Administrative Officers within the Region, BESC's Regional Emergency Manager, and the RFP Contact.

8.1.2 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.

8.1.3 All Proposals will be subject to a standard review process by the Region.

8.1.4 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.

8.1.5 The Region reserves the right to invite the highest-ranked Proponent(s) for an interview by and/or presentation made to the Evaluation Team. Should the Region choose this option, all Proponents invited for the interview and/or presentation will be re-evaluated for the final ranking.

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 the majority vote of the municipal Councils in the Region.

8.2 Evaluation Criteria

8.2.1 After the RFP Closing, the Evaluation Team 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 Evaluation Team will consider all of the criteria listed below and the Evaluation Team 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 Evaluation Team 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 Region to award points in respect of the criteria noted below. The evaluation criteria and the maximum number of points for each criterion are as follows:

Category	Details	(A) Score (0-5)	(B) Weight	(AxB) Weighted Score
Proponent Profile/ Skills/ Experience (25)	Breadth of experience with municipal ER plans; team skills		15	
	Approach to unique needs of municipalities		5	
	References		5	
Project Methodology (30)	Detailed methodology		15	
	Identification of necessary resources		5	
	Staff training and emergency response exercise		10	
Work Plan (20)	Detailed work plan (including sequencing/staging/timelines)		15	
	Ability to meet deadline		5	
Compensation (20)	Fixed fee		15	
	Reimbursable expenses		5	
Insurance (10)	Indemnification clause		5	
	Coverage		5	
Health & Safety (5)	Demonstrated ability to adhere to requirements		5	
Submission Format (5)	Organized and complete		5	

A score will be assigned for each criteria based on the information provided in the Proponent's submission. Scoring will be consistently applied by the Evaluation Team through the use of the specified scoring system noted below. Score will be awarded on a scale of 0 to 5. Should all the Proposals received by the Region have a weighted score equal to or less than 115, the Region will not be obliged to proceed with the RFP in any way and the Region reserves the discretion and privileges outlined in this RFP.

Score	Description
0	**Low**: non-compliant. Response indicates a complete misunderstanding of the requirements. Very low probability of success.
1	**Fair**: somewhat meets expectations. Minor weakness and/or deficiencies. Fair probability of success.
2-3	**Good**: meets expectations. Proponent demonstrates a good understanding of the requirements. Good probability of success.
4	**Very Good**: substantial applicability
5	**Exceeds Expectations**: proponent clearly understands the requirements. Excellent probability of success.

8.2.4 The Region 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 Region to negotiate or execute an agreement in the event that:

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

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

9.4 The Region 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 sixty (60) days of the Contract award, the Region may invite the “next-best-ranked” Proponent to enter into an agreement.

SCHEDULE A – PROPOSAL REQUIREMENTS

SCOPE OF WORK

The project will include the following:

1. Liaise with Steering Committee comprised of Chief Administrative Officers from each municipality and the Commission. Meetings with the Steering Committee should be scheduled in the work plan at critical stages of the Project.
2. Interview Councils, Chief Administrative Officers, BESC Regional Emergency Manager, and pertinent emergency management staff from each municipality
3. Review and update the regional hazard and risk assessment
4. Develop an integrated regional emergency management plan with municipal appendixes, using the Incident Command System (ICS) format and compliant with Provincial legislation.
5. Review and provide recommendations to standardize Emergency Coordination Centre/Emergency Operations Centre for respective municipalities
6. Review Terms of Reference for the Regional Emergency Advisory Committee
7. Review Terms of Reference for the Regional Emergency Management Agency
8. Review each municipality's emergency management bylaw
9. Plan and conduct a training session(s) for staff with responsibilities in the ECC/EOC
10. Plan and conduct an emergency response exercise

DELIVERABLES

At the conclusion of the Project, the successful Proponent will deliver the following (where applicable, documents will be provided in both digital and paper copy forms):

1. Regional hazard and risk assessment
2. Integrated regional emergency management plan with municipal appendixes
4. Recommendations for a standardized ECC/EOC
5. Updated Terms of Reference for a Regional Emergency Advisory Committee, if necessary
7. Updated Terms of Reference for a Regional Emergency Management Agency, if necessary
8. Presentation to a Joint Council meeting with the BESC Regional Emergency Manager present
9. Emergency response exercise with de-briefing

RFP AND PROPONENT REQUIREMENTS

Proponent Profile/Skills/Experience

Proponents must provide an overview of their firm and its breadth of experience with development of municipal emergency management plans, highlighting the firm's approach to meeting the varied and complex needs of each municipality in the Region. Included in this category will be the Region's interview of a minimum of three (3) references submitted by the Proponent.

Project Methodology

Proponents must provide a detailed methodology for the Scope of Work, including identification of the all pertinent emergency management staff, organizations, and resources needed to provide the required input/expertise into development of the various emergency management plans.

Work Plan

The maximum length of time permitted for the Project is 1 year from the date that the Contract is signed by the successful Proponent. Proponents must provide a work plan and timeline for completion of the Project's Scope of Work and Deliverables, including milestone achievements. The work plan must be in sufficient detail to identify the sequencing and staging of tasks, key decision points, and the expected completion date for each milestone.

Compensation

The proposal will identify the fixed fee for the services provided and if applicable, a payment schedule for significant milestone achievements. The manner of reimbursement for administrative, travel, and other expenses incidental to the Project will also be outlined in the RFP.

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 their ability to adhere to health and safety requirements inherent to the services to be provided.

Submission/Proposal Format

Proponents should submit their proposal response in the following preferred format:

1. Letter of introduction and confirmation that the requirements of the RFP are understood
2. Contact information regarding the individual(s) who will be the representative(s) of the firm for purposes of the RFP and negotiation of a Contract
3. Proponent profile, technical skills, and municipal emergency management plan experience
4. Members of the firm who will be performing the various aspects of the Project, including relevant experience and resumés
5. Confirmation that the service requirements are understood and accepted, and that qualified resources are available
6. Project methodology
7. Work plan
8. Compensation
9. Documentation supporting insurance, WCB, and other requirements, or confirmation of the ability to obtain documentation if Proponent is successful
10. References from municipal clients
11. Other appendices or attachments relevant to the RFP

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