

REQUEST FOR PROPOSALS

Terms of Reference for Investment Promotion Strategy



1. INTRODUCTION

The City of Fort Saskatchewan invites proposals from qualified site selection consultants to provide services for the development of an Investment Promotion Strategy for the City of Fort Saskatchewan.

2. BACKGROUND

The City of Fort Saskatchewan, the largest urban municipality within Alberta's Industrial Heartland, is in the process of developing an investment promotion strategy to attract investment and development to the municipality.

3. SCOPE OF WORK

The scope of work is to provide:

- Identification of key assets, resources, partnerships, and infrastructure
- Identification of key sectors and industries where the municipality/region has a competitive value proposition (exclusive of heavy industrial/petrochemical investment)
- Best method(s) of reaching target sectors and industries
- Review of existing promotion efforts and materials
- Review of regulatory environment and investor servicing processes
- Recommend improvements to existing materials and identification of new tools/resources to incorporate into the strategy
- Identify information/data relevant to investment promotion and site selection
- Comparative benchmarking of other municipalities attraction efforts
- Recommendations for future consideration to improve investment attraction opportunities
- Other tasks as identified by the proponent to support the outcomes of this project

4. PROJECT TASKS

The project tasks for this project are:

- 4.1. PHASE 1 – PROJECT KICK-OFF & REVIEW OF MATERIALS**
- 4.2. PHASE 2 – IDENTIFICATION OF ASSETS**
- 4.3. PHASE 3 – IDENTIFICATION OF DATA & BENCHMARKING**
- 4.4. PHASE 4 – IDENTIFICATION OF TARGET SECTORS/MARKETS**

5. ESTIMATED FEES

The fee structure shall be tabulated in a spreadsheet format with each phase and its related tasks itemized including sub-consultant fees, disbursements, and G.S.T.

The proposal fee for each phase combined shall be the maximum (upset price) price for all consulting services. **The upset price will not be increased unless the scope of work is expanded with the approval of the City of Fort Saskatchewan.** A separate schedule of hourly rates for the consultant team members, survey crews, clerical staff etc., shall be included.

6. INFORMATION AVAILABLE

Information available includes:

- Fort Saskatchewan Strategic Plan
- Industrial and Commercial Investment Profiles
- Fort Saskatchewan Municipal Census
- Fort Saskatchewan Market Retail Gap Analysis

7. SCHEDULE

This project shall be completed by October 20, 2017

8. EVALUATION CRITERIA AND PROPOSAL SELECTION

Submissions will be evaluated on the basis of the written response to the RFP. Evaluation criteria and weighting are as follows:

Understanding of project requirements	15
Comparable projects and experience	15
Familiarity with Fort Saskatchewan & region.....	5
Knowledge and expertise of proposed staff resources	25
Detailed work program, scheduling, and project control	20
Project costs and associated value for money.....	20

9. PROPOSAL DEADLINE

Proposals to provide consulting services will be accepted until **2:00 PM Mountain Time, May 17, 2017**. Proposals received after this time will not be considered. Proposals are to be submitted in a sealed envelope clearly marked with the proponents name and address and marked "Investment Promotion Strategy". The proposal package is to include one bound copy and one digital copy (pdf format on a USB flash drive).

10. CONDITIONS OF THE RFP

All conditions and provisions of this RFP are deemed accepted by the proponent through the proponent's response to this RFP.

10.1. CONFIDENTIALITY

Information pertaining to this project and to the City of Fort Saskatchewan obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed by the proponent except as authorized, in writing by the City of Fort Saskatchewan.

10.2. INCURRED COSTS

The City of Fort Saskatchewan shall not be liable for any costs of preparation of proposals or any other cost associated with responses to the RFP.

10.3. PROPOSAL ACCEPTANCE / REJECTION

The City of Fort Saskatchewan reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the lowest price or highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides price and capability to perform the work in its sole and unfettered discretion.

The City of Fort Saskatchewan reserves the right to cancel the Request for Proposals if quoted prices are beyond the budget constraints of the City of Fort Saskatchewan.

10.4. PROPOSAL RETURN

The proposals and accompanying documentation shall become the property of the City of Fort Saskatchewan and not be returned.

10.5. PERIOD OF COMMITMENT

Proposals must be firm for a period of not less than 60 days from the closing date.

10.6. WORKING AGREEMENT

The successful proponent will enter into a contract for services with the City based upon the information contained in this RFP, the successful proponent's submission, and any modifications thereto.

The successful proponent shall accept the terms and conditions exactly as stated in the City of Fort Saskatchewan standard working agreement (see attached sample) unless any modifications to the agreement that the proponent deems necessary have been identified in their proposal and found to be acceptable by the City.

11. PROJECT CONTACT

Questions concerning this project may be directed to:

Mark Morrissey.
Director of Economic Development

City of Fort Saskatchewan
10005 – 102 Street
Fort Saskatchewan, Alberta T8L 2C5

Telephone: (780) 992-6231
Email: mmorrissey@fortsask.ca

SAMPLE WORKING AGREEMENT

THIS CONTRACT made the _____ day of _____, 20_____.

BETWEEN:

CITY OF FORT SASKATCHEWAN
(the "City")

OF THE FIRST PART

- and -

NAME OF CONSULTANT

(the "Consultant")

OF THE SECOND PART

WHEREAS the City requires the services of the Consultant in connection with **insert project description/title;**

AND WHEREAS the Consultant is qualified or has in its employment personnel qualified to provide the required services;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. The Consultant will undertake and provide services as described in Schedule "A" hereto (the "Services").
2. The Consultant will provide from its staff the following named individual **insert name, inter alia,** to provide the Services required under this Contract.
3. In carrying out its obligations hereunder, the Consultant shall be bound by and observe all applicable federal, provincial and municipal legislation and related

regulations which, without limiting the generality of the foregoing, shall include the provisions of the *Environmental Protection and Enhancement Act*, RSA 2000, Chapter E-12, as amended from time to time, and the Consultant shall cause all of its employees and approved sub-consultants to be so bound.

4. The Consultant shall be responsible for appropriate and safe usage of wireless communication devices while conducting City-related business pursuant to City Policy Gen-019-A.
5. Prior to commencing the Services described hereunder and prior to receiving payment on completion, the Consultant shall provide evidence of compliance with all requirements of the Province or Territory of the place of building with respect to Workers' Compensation including payment due thereunder.

At any time during the term of this Contract, when requested by the City's representative, the Consultant shall provide such evidence of compliance by himself and any or all of his sub-consultants.

6. The term of the Contract shall be from **insert date** to **insert date** (the Term). The Consultant shall complete all of its work as set out in Schedule "A" before the expiry of the Term.
7. In return for the work and Services to be provided by the Consultant pursuant to the terms of this Contract, the City shall pay the Consultant the hourly rates and charges, to a maximum of **\$\$\$\$\$\$\$\$\$\$\$\$**, for the Services as set out in Schedule "B" hereto. The Consultant shall provide to the City a monthly invoice showing the total amount due and owing from the City to the Consultant pursuant to this Contract incurred during the prior calendar month, and the City shall pay the Consultant the amount set out within thirty (30) days from receipt of such

invoice. Invoices shall be inclusive of any and all expenses incidental and related hereto.

8. All amounts payable by the City to the Consultant for Services hereunder shall be exclusive of any Goods and Services Tax ("GST") payable thereon and the City shall, in addition to the amounts payable, pay to the Consultant all amounts of GST applicable thereon.
9. The Consultant shall be responsible to collect, remit and pay all source deductions, income tax, Canada Pension contributions, employment insurance premiums, and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* which arise or may hereafter arise with respect to the performance of the obligations of the Consultant under this Contract and the City shall have no liability for the same.
10. (a) Nothing in this Contract shall be construed as:
 - (i) constituting either party as the agent, employer or representative of the other party;
 - (ii) creating a partnership; or
 - (iii) imposing upon either party any partnership duty, obligation or liability to the other party.(b) The relationship created by this Contract between the City and the Consultant is that of independent consultant.
11. The Consultant will report on a regular basis, and as required by the City, on the progress of Services to be provided pursuant to this Contract. The Consultant will make available such information, including data and documents, as the City may require from time to time to allow the City to evaluate the quality and progress of Services provided under this Contract.

12. (a) Where the City determines that the Consultant is in default of its obligations as set out in the Contract, the City shall, by written Notice of Default, require the Consultant to remedy such default, at the Consultant's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Consultant. The Consultant shall be in compliance with the City's instructions if:
- (i) the Consultant corrects the default within the time specified in the Notice of Default; or
 - (ii) if the default cannot be corrected within the time specified in the Notice of Default, the Consultant commences the correction of the default within the time specified in the Notice of Default; and
 - (iii) the Consultant provides a schedule to correct the default acceptable to the City; and
 - (iv) the Consultant corrects the default within the time set out in the schedule agreed to by the City.
- (b) In the event that the default is not corrected in accordance with this clause to the City's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the City in its sole and unfettered discretion, the City may, without prejudice to any other right that the City has pursuant to this Contract, or at law:
- (i) terminate the Consultant's right to continue with the work of this contract, in whole or in part; or
 - (ii) terminate the Contract forthwith; or
 - (iii) correct the default.

- (c) The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the City as a result of the Consultant's failure to correct the default, or the termination of the Consultant's right to continue with the work of this Contract, in whole or in part, or the termination of the Contract, shall be a debt immediately due and owing by the Consultant to the City which debt may be offset by the City against any monies payable to the Consultant pursuant to this Contract or any other monies payable by the City to the Consultant. The exercise by the City of the rights pursuant to this clause shall not limit any other remedy the City may have pursuant to this Contract or at law.
13. All information and data received and compiled by the Consultant, while performing Services pursuant to this Contract, shall be treated as confidential for the benefit of the City and shall not be disclosed or made known to any other person except as authorized by the City.
14. The Consultant acknowledges that information and records compiled or created under this Contract which are in the custody of the Consultant are subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter F-25. If a request is received for any of these records, the Consultant shall forward the information and records, at the Consultant's expense, to the City within five (5) calendar days of official notification by the City.
15. The Consultant shall retain all information and records received by or compiled by the Consultant in accordance with this Contract for a period of one (1) year from the date of termination of this Contract, after which the information and records shall be transferred to the possession of the City.
16. Ownership of any work, information, records or materials, regardless of form, and including, but not limited to, any copyright, patent, industrial design process or

trademark, acquired or produced under this Contract by the Consultant, or provided by the City for use by the Consultant, vests in the City.

17. The City shall, during the progress of the Services required pursuant to this Contract, cooperate with the Consultant and shall furnish to the Consultant such information or records, as are in its possession, required for the proper performance of the Services, and shall, in every way provide such cooperation as is reasonable in order for the Consultant to be able to perform the Services required pursuant to this Contract in a satisfactory manner.
18. The Consultant hereby represents and warrants with and to the City, and acknowledges that the City is relying upon such representation and warranty, that the Consultant is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
19. The Consultant shall at all times and without limitation, indemnify and save harmless the City, its officials, officers, employees, servants, agents, consultants and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature or kind which any of the City, its officials, officers, employees, servants, agents, consultants and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter relating in any manner whatsoever to this Contract including the

action or failure to act, as the case may be, of the Consultant and/or those persons for whom the Consultant is responsible at law, relating to the work to be performed by the Consultant under this Contract.

20. Without in any way limiting the liability of the Consultant under this Contract, the Consultant shall obtain and maintain in force during the term of this Contract the following insurance:
- (a) professional liability coverage including errors and omissions liability for damages which may result from the Services provided by the Consultant in the amount of not less than **Two Million (2,000,000.00)** Dollars per claim;
 - (b) comprehensive general liability insurance in an amount of not less than **Two Million (\$2,000,000.00)** Dollars per claim, which insurance shall include:
 - (i) cross liability;
 - (ii) contingent employer's liability;
 - (iii) owned, non-owned and rented automotive equipment, including mobile equipment;
 - (iv) contractual liability; and
 - (v) products and completed operation
 - (c) the Consultant shall, at its expense and without limiting its liabilities herein, insure all vehicles owned, operated or licensed, in the name of the Consultant under a contract of Automobile Insurance, in an amount of not less than **Two Million (\$2,000,000.00)** Dollars per occurrence in respect to any one claim for bodily injury to or the death of any one or more persons, and damage to property including loss of use thereof.

The Consultant shall be liable for the cost of all of the insurance required to be held by the Consultant as set forth herein and for payment of all deductible amounts from such policies of insurance.

21. The Consultant shall ensure that:
 - (a) the comprehensive general liability maintained by the Consultant in accordance with this Contract shall name the City as an additional insured with respect to the Services provided to the City by the Consultant;
 - (b) all insurance coverage maintained by the Consultant in accordance with this Contract shall remain effective for a full two (2) consecutive years following completion of this Contract;
 - (c) no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the City; and
 - (d) a Certificate of Insurance is furnished, satisfactory to the City, evidencing the required insurance coverage.

22. This Contract may be terminated for convenience by the City at any time by giving forty-eight (48) hours written notice of termination for convenience to the Consultant. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Consultant's right to consideration shall be limited to payment for services performed and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Consultant specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Consultant as a result of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Consultant shall perform the services required by this Contract up to and including the effective date set out in

the Notice of Termination for Convenience and shall, upon request, provide the City with a written report on the services rendered to the time of termination for convenience. Except for any such report, the Consultant shall not perform any further services subsequent to the effective date set out in the Notice of Termination for Convenience.

23. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

24. For the purposes of this Contract, the addresses of the parties are:

CITY OF FORT SASKATCHEWAN
10005 - 102 Street
Fort Saskatchewan, Alberta T8L 2C5

Attention: **insert name**
Title

and

Insert company name and address

Attention: **insert name**

Any communication, notice or service of documents required to be made during the course of this Contract will be good and sufficient if delivered to, or posted by ordinary mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of

delivery or upon the 3rd day after the date of mailing PROVIDED that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal service, any party giving notice hereunder shall be required to deliver the same.

25. The laws of the Province of Alberta shall govern this Contract.
26. The Consultant without the prior written consent of the City may not assign this Contract.
27. If any term, covenant or condition of this Contract or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.
28. This Contract constitutes the entire contract between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract save as expressly set out in this Contract.
29. This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
30. The parties acknowledge and agree that the provisions of this Contract which, by their context, are meant to survive the termination or expiry of the Term, shall

survive the termination or expiry of the Term and shall not be merged therein or therewith.

- 31. This Contract shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
- 32. Time is of the essence in this Contract, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Contract, the other party may elect to terminate the Contract.

IN WITNESS WHEREOF the parties have executed this Contract as of the date first above written.

CITY OF FORT SASKATCHEWAN

General Manager, (INSERT TITLE)

Director, Legislative Services

INSERT CONSULTANT'S NAME

Witness

Per: _____

Witness

Per: _____

SCHEDULE "A"

SERVICES

SCHEDULE "B"
FEE FOR SERVICES

AFFIDAVIT OF EXECUTION

CANADA) I, _____
)
PROVINCE OF ALBERTA) of the _____ of _____
)
TO WIT:) in the Province of Alberta

MAKE OATH AND SAY:

1. THAT I was personally present and did see _____ named in the within (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Fort Saskatchewan, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said _____ and he/she is, in my belief, the full age of eighteen (18) years.

SWORN before me at the City of Fort)
Saskatchewan, in the Province of Alberta,)
this _____ day of _____, 20____.) _____
)
)
_____)

A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
My appointment expires _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA) I, _____
)
PROVINCE OF ALBERTA) of the _____ of _____
)
TO WIT:) in the Province of Alberta

MAKE OATH AND SAY:

1. I am the officer or director of _____ named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Fort)
Saskatchewan, in the Province of Alberta,)
this _____ day of _____, 20____.) _____
)
)
_____)

A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
My appointment expires _____