

Edmonton Metropolitan Region Board  
Suite 1100, Bell Tower  
10104 – 103 Avenue  
Edmonton, Alberta  
T5J 0H8

## **REQUEST FOR PROPOSAL (RFP) 44 - 2021**

Regional Solid Waste Data Strategy

**Closing Time:**

November 18, 2021, at 14:00:00 hours MST (as determined conclusively by the clock located in EMRB Office 1100- Bell Tower 10104-103 Avenue, Edmonton, AB).

## Table of Contents

SECTION 1 – INSTRUCTION TO PROPONENTS.....	3
1.1 INVITATION TO SUBMIT PROPOSAL.....	3
1.2 PROPOSAL SUBMISSIONS .....	3
1.3 MANDATORY PROPOSAL REQUIREMENTS.....	4
SECTION 2 – PROPOSAL DOCUMENTS.....	6
2.1 EMRB BACKGROUND .....	6
2.2 PROJECT PURPOSE.....	6
2.3 PROJECT BACKGROUND.....	7
2.4 PROJECT SCOPE.....	8
2.5 PROJECT DELIVERABLES .....	9
2.6 REFERENCE DOCUMENTS .....	12
2.7 RFP AND PROJECT MILESTONES.....	12
2.8 REPORTING STRUCTURE AND PROJECT GOVERNANCE .....	12
SECTION 3 – PRICING.....	14
SECTION 4 – PROPOSAL ADMINISTRATION .....	15
SECTION 5 – GENERAL TERMS AND CONDITIONS OF CONTRACT .....	20
SECTION 6 – CERTIFICATION .....	25

## SECTION 1 – INSTRUCTION TO PROPONENTS

### 1.1 INVITATION TO SUBMIT PROPOSAL

Your firm is hereby invited to submit a proposal (the “Proposal”) in response to the Request for Proposal (“RFP”) for the Edmonton Metropolitan Region Board (EMRB) for the provision of a Regional Solid Waste Data Strategy as set out in this RFP documentation.

Request for Proposal:	RFP # 44 - 2021
Description:	Regional Solid Waste Data Strategy
Date Issued:	November 4, 2021
Closing Date:	November 18, 2021
Closing Time:	14:00:00 hours MST

#### **Indicate RFP Number and description on all correspondence.**

This RFP does not commit the EMRB to award a contract or pay any costs incurred in the preparation of a Proposal, or meeting with EMRB staff, or otherwise.

Proponents shall carefully read the RFP documentation and submit proposals subject to all conditions contained in the RFP documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. By submitting a Proposal, the proponent agrees to abide by and carry out all conditions set forth in the RFP documents.

### 1.2 PROPOSAL SUBMISSIONS

Proposals shall be sealed and enclosed in envelopes or containers marked with the RFP Number as well as the supplier’s name and complete address on the upper left-hand corner and addressed to:

Edmonton Metropolitan Region Board  
Suite 1100, Bell Tower  
10104 – 103 Avenue  
Edmonton, Alberta  
T5J 0H8  
Attention: Shannon Munday, Project Manager

Proposals must be received at the front reception desk before Closing Time on the Closing Date or they will not be accepted for this RFP.

Faxed or emailed Proposals **will not** be accepted nor considered. Any Proposals that are received via facsimile will be returned by mail to the proponent.

The EMRB is not responsible for the timeliness of documents delivered nor will the EMRB accept any Proposals delivered to a location other than the Reception Desk at the above-specified address.

Each proponent may submit more than one (1) option for proposal submission provided that all options are clearly identified and follow the requirements of this RFP.

### **1.2.1 PROPOSAL COPIES**

The proponent shall provide one (1) original and three (3) copies of their Proposal. In addition to the foregoing, the proponent shall provide a complete scanned electronic copy of its Proposal in .pdf format on a USB stick or other electronic media acceptable to EMRB. For greater clarity, electronic copies of the Proposal submitted by electronic mail will not be accepted.

## **1.3 MANDATORY PROPOSAL REQUIREMENTS**

It is mandatory that Proposals include responses to requirements described with a “must”, “mandatory” or “shall” in this RFP. Failure to provide a response to requirements described with a “must”, “mandatory” or “shall” will result in rejection of the Proposal.

It is highly desirable that Proposals also respond to “should” provisions in this Section. The Proposal response to all mandatory requirements and desirable provisions in this Section will be utilized in evaluating each Proposal. In addition, the proponent should provide cross references to any parts of the Proposal that contain information that the proponent wishes to be considered in the evaluation of any given requirement or provision.

Proposals shall adhere to the following format/requirements:

### **1.3.1 Letter of Transmittal**

A Letter of Transmittal or covering letter, dated, and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the Proposal on behalf of the proponent.

### **1.3.2 Executive Summary**

An Executive Summary, touching on pertinent points in the Proposal you wish to highlight, including an overview of the project approach, schedule and/or costs.

### **1.3.3 Corporate Profile**

The Proposal must include the following Corporate Profile:

- The legal name of the Company.
- A Company contact for all questions and any clarification required arising from the Proposal. The contact information should include the person’s title, address including email, and pertinent telephone numbers.
- Details of any subcontracting arrangements proposed by the proponent.
- A brief corporate background, especially pertaining to experience on similar projects and the location of the proponent’s head office and, if applicable, service centres.

### **1.3.4 Response to Requirements**

Proponents are required to detail their organization’s ability to satisfy, at minimum, all aspects of the requirements as outlined in Section 2 – Proposal Documents.

Proponents are also required to review, in detail, Section 5 – General Terms and Conditions of Contract.

### **1.3.5 Project Team**

Proponents are to clearly identify each member on the project team, including the project lead, and fully describe the involvement that they have on the team. Each team member must have included a resume complete with related experience in similar projects.

### **1.3.6 Related Experience and Expertise**

The proponent will provide a comprehensive list of related experience and expertise in the preparation of projects similar to, or relevant in scope to, the Regional Solid Waste Data Strategy, starting with the most recent project.

### **1.3.7 References**

The proponent shall include applicable references with their proposal package that align with the related experience described above wherever possible. Each of the references shall include the complete corporate name and contact person complete with title, email, and phone number including area code. If there is a sub-consultant as part of the Proposal, references for the sub-consultant must be included.

### **1.3.8 Certification**

All proponents responding to this Request for Proposal are required to sign the certification under Section 6. Failure to complete, sign and submit the certification will disqualify the Proposal.

### **1.3.9 Pricing**

The pricing for this project is to be provided as outlined in Section 3.

## **SECTION 2 – PROPOSAL DOCUMENTS**

### **2.1 EMRB BACKGROUND**

The Edmonton Metropolitan Region Board is a regional growth management board mandated by the Province of Alberta to prepare a regional servicing plan, to develop a model for sharing of costs for regional projects, and to implement *Re-imagine. Plan. Build.*, the Region's 30-year Growth Plan. We are committed to working together as a Board to ensure long-term economic prosperity and quality of life for all citizens of the Edmonton Metropolitan Region.

EMRB's main functions, as defined by the Government of Alberta, are to plan for and manage the growth of the Region in a strategic, coordinated and integrated way through the implementation of the Edmonton Metropolitan Region Growth Plan (EMRGP), and to create a Metropolitan Region Servicing Plan (MRSP) that preserves the unique characteristics of each municipality while ensuring the long-term sustainability and prosperity of the Region as a whole.

The EMRB initiated work on the inaugural MRSP in 2018. This work included an extensive environmental scan of high priority municipal servicing areas, including an analysis of Geographical Information System (GIS) data from across the Region. The MRSP recommended establishing regional Collaboratives for four municipal servicing areas, Solid Waste, Stormwater, Fire and Emergency Medical Services, and Emergency Management. The MRSP has an ongoing obligation to demonstrate alignment with EMRGP goals and measures. The MRSP was approved by the EMRB December 19, 2019.

In October of 2020, the EMRB established the Solid Waste Collaborative (Collaborative) to help achieve the regional goal of "Zero Waste." With representation from each of the 13 member municipalities, the Collaborative leverages regional efforts and expertise, provides a supportive forum to foster research, supports sharing best practices, and enables evidence-based decisions and actions. The Collaborative has outlined the work it intends to focus on in an Action Plan where specific projects have been scheduled within a 5-year roadmap. The Solid Waste Collaborative Action Plan was approved by the EMRB on August 12, 2021.

The Collaborative reports to the MRSP Standing Committee and the EMRB Chief Executive Officer. The MRSP Standing Committee is made up of 8 elected officials from across the Region and provides direction and oversight to ensure the implementation of the MRSP proceeds in a timely manner and meets the intended objectives of a servicing plan, as specified by the EMRB Regulation. As part of this responsibility, the MRSP Standing Committee is responsible for reviewing the Solid Waste Action Plan and recommending approval of projects to the Board, when required.

### **2.2 PROJECT PURPOSE**

Today, the Region has a complex system for solid waste management where each of the municipalities operates largely independently or through sub-regional waste commissions. There are different waste programs, funding approaches, and management systems and tools in use across the Region. This has led to significant differences in how each municipality collects, tracks and reports data for solid waste management. This variation prevents a clear understanding of overall system capacity, performance, and opportunities at the regional level.

The Collaborative requires a Regional Data Strategy to improve understanding of the increasingly complex environment for waste management. As the Collaborative looks to achieve progress towards a vision of Zero Waste and to accelerate growth of the Circular Economy for the Region, managing data is a critical element of success. Other Canadian jurisdictions viewed as leaders in solid waste management have consistently identified data as a critical success factor.

As data will be collected from all 13 municipalities and will have significant implications for regional planning, service design, and investment, it is important that the data used is trusted and secure. A data strategy and the necessary controls and structures required to ensure it can be successfully implemented and maintained over time are required.

A Regional Solid Waste Data Strategy is anticipated to have the following benefits for member municipalities and the Region:

- **Improved Resource Efficiency** – Common requirements, methodologies, and data formats enable comprehensive, accurate and timely data that can be managed more efficiently and cost-effectively.
- **Improved Communication** – A single and complete set of tools enables communication to better leverage municipal and regional expertise.
- **Enhanced Collaboration** – A common platform enables members to quickly and easily share information, cooperate on work-in-progress, and manage workflow.
- **Improved Analysis and Trend Identification** – Improved data, which in turn, improves understanding, highlights opportunities, and identifies best practices.
- **Minimized Risks** – Strong data governance minimizes the inherent risks of sharing information beyond municipal borders.
- **Enabled Regional Modelling** - Complete and accurate data provides a foundation from which future programs, services, and strategies can be designed or adapted.
- **Informed Decision Making** – Provides a shared framework for all stakeholders to work together on a common set of goals in alignment with each other.
- **Long-Term Regional Investment Plan** – Creates a regional plan to target limited resources and engage and mobilize all stakeholders needed to achieve shared goals.
- **Assess and Manage Performance** – Provides a baseline of system performance and a framework to assess return on investment in regional solid waste initiatives.

The Regional Solid Waste Data Strategy will be used to enable future strategic planning activities and can be used as a template for other collaboratives, future municipal servicing priorities, or other EMRB initiatives.

## 2.3 PROJECT BACKGROUND

In October of 2020, the EMRB established the Solid Waste Collaborative to help achieve the regional goal of “Zero Waste.” Improving regional solid waste data is an important first step to achieving this vision. Earlier this year, the Collaborative engaged Eunomia Research & Consulting Inc. (Eunomia) to assist with development of a Regional Monitoring and Measurement Program. Between February and May of 2021, the Collaborative worked with Eunomia to complete a jurisdictional review, common definitions for key terms, a set of Key Performance Indicators (KPIs), and a common material classification system.

Eunomia also developed a regional solid waste data template. Each member municipality was asked to provide their municipal waste data for a period of one year. Following completion of the project, each member of the Collaborative agreed there is substantial value in maintaining and improving regional waste data and committed to providing an additional two years of municipal data. To be effective in strategic planning, the data model will need to be expanded to include additional streams of waste and minimize the assumptions to enhance the accuracy of the data.

Implementation and long-term maintenance of the regional solid waste data model will require the EMRB to work with the member municipalities to determine the best format, platform, and security requirements for the model. In addition, a formal agreement will be required to define roles and responsibilities for accuracy, completeness, and frequency of the required data as well as clear expectations for sharing information with external parties.

Elements of the Regional Monitoring and Measurement Program were used as input for the Solid Waste Action Plan. The Action Plan defines the purpose, regional vision, and goals for the Collaborative. Key actions supported by the Collaborative are described and outlined within a 5-year Roadmap. Successful execution of the Action Plan will require collaboration with industry, regional stakeholders, academic institutions, and other levels of government. The quality and credibility of the data underlying these interactions will significantly contribute to the success of these partnerships.

## **2.4 PROJECT SCOPE**

The project scope shall include but is not necessarily limited to the following:

1. Work with EMRB Administration and Collaborative members to identify, implement and/or configure a collaboration platform that supports ongoing information sharing, collaboration, and project management activities.
2. Work with EMRB Administration, Collaborative members, and data Subject Matter Experts (SMEs) to develop a data strategy for regional solid waste that:
  - Outlines the longer-term goals needed to achieve the regional vision for solid waste and the short-term goals needed to monitor progress along the way.
  - Defines how data will be used to help meet regional solid waste goals.
  - Maps solid waste data to support Collaborative KPIs, MRSP and Growth Plan metrics, and linkages to other regional priorities.
  - Describes the data model or tool changes needed to maximize the value of strategic planning activities and outlines a plan to make those changes.
  - Establishes a timeline for completing the proposed activities, defines milestones and priorities and describes a strategy for moving forward.
  - Establishes and documents processes for the Collaborative and data SMEs to maintain data quality and integrity.
  - Develops a framework to calculate return on investment for data and the Solid Waste Collaborative.
  - Defines the process to update the Data Strategy annually, or as needed.
3. Work with data SMEs to establish a Regional Solid Waste Data Working Group to:
  - Build on the Regional Monitoring and Measurement Program data template to define the right structure for the Regional Solid Waste Data Model.
  - Populate the data model with at least 3 years of data from each member municipality.



- Complete a quality assurance review of the data and resulting KPIs.
  - Explore data visualization approaches.
  - Propose data collection, analysis, and reporting processes needed to keep the Regional Solid Waste Data Model up to date and accurate over time.
4. Assist EMRB Administration to identify and procure needed tools and data sets.
  5. Work with EMRB Administration and Collaborative members to develop a visualization model for regional solid waste data.
  6. Work with Collaborative members and SMEs to draft a Terms of Reference for a Solid Waste Data Working Group that would be responsible for maintaining and continuously improving the Regional Solid Waste Data Model over time.
  7. Work with EMRB Administration and Collaborative members to develop a Data Governance Agreement between the EMRB, member municipalities, and the Leduc and District Regional Waste Management Commission and Roseridge Regional Waste Services Commission that manage solid waste data on behalf of the municipalities.

## 2.5 PROJECT DELIVERABLES

The consultant shall provide the EMRB a workplan detailing how the following deliverables will be developed, including time estimates, resource and budget allocations, and key activities and milestones.

The Consultant should understand the collaborative nature of EMRB projects entail regular meetings with the Collaborative and the MRSP Standing Committee. In addition, this project will require additional meetings with technical sub-committees focused on regional solid waste data. As each deliverable will have different stakeholders and acceptance criteria, they have been broken out in the table below. Additional information can be found in Section 2.8 - Reporting Structure and Project Governance.

Proponents must provide a proposal encompassing all core services. Proponents may choose to include one or more optional services within the proposal (costs must be provided for each optional deliverable). If sub-contractors will be used, documentation evidencing an existing, long-term working relationship, between the proponent and sub-contractors, will be required

### 2.5.1 Core Deliverables

<b>RFP Core Project Deliverable #1: Collaboration Platform</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative
<b>Description:</b>	Selecting, implementing and/or configuring the platform and tools needed to support communication and collaboration so that Collaborative members can share information and solve regional problems more efficiently. This should include creating the policies and processes required to reduce the risk of sharing information between municipalities and regional stakeholders. The Collaborative should be clear on how to treat information that has not been made public, may be considered sensitive, or could be perceived as having commercial value.
<b>Acceptance Criteria:</b>	EMRB Administration and Collaborative members have a space to share information and data that is easy to access and use and there is a clear understanding of the rules governing communication, collaboration, and data sharing and reporting.
<b>RFP Core Project Deliverable #2: Data Strategy</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative

<b>Description:</b>	<p>A data strategy that provides a framework for how the Collaborative will collect, store, manage, share, and use data. A key component of the data strategy will include defining a data vision. The vision should identify the information required to determine progress towards the regional goals of zero waste and accelerating the Circular Economy and a model that articulates how this data fits within a larger framework for MRSP and EMRGP measures and KPIs.</p> <p>In addition to the Data Vision, the Data Strategy should include guidance on:</p> <ul style="list-style-type: none"> <li>• Communication and Collaboration Models and Tools</li> <li>• Data Type and Format Standards</li> <li>• Data Analysis Models and Tools</li> <li>• Visualization Models and Tools</li> <li>• Data Governance</li> <li>• Storage and Retention</li> <li>• Security</li> </ul> <p>The document must define each data strategy element, identify the partners and data sets required, and provide a roadmap for implementation and adoption.</p>
<b>Acceptance Criteria:</b>	EMRB Administration validates the data strategy is comprehensive and actionable and sufficient to address reasonable concerns that municipalities, regional stakeholders, and the Board may have regarding information sharing and reporting.
<b>RFP Core Project Deliverable #3: Mid-Project Review</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative
<b>Description:</b>	Presentation to Collaborative members to review the purpose and goals of the project. This should include an introduction to the collaboration platform and a review of the draft Regional Solid Waste Data Strategy. There must be an opportunity to provide feedback and input into the proposed workplan for developing the remaining deliverables.
<b>Acceptance Criteria:</b>	The Collaborative understands the Solid Waste Data Strategy and how it will be implemented. The Collaborative supports an approach to engage data SMEs and agrees that the proposed workplan is reasonable.
<b>RFP Core Project Deliverable #4: Regional Solid Waste Data Model</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative
<b>Description:</b>	Building on the regional solid waste data template, identify and work with SMEs to develop a data format and structure to enable collection, analysis, and reporting of solid waste data on a regular basis. Work with SMEs to establish a process to collect and validate at least 3 full years of data from each municipality. The Regional Solid Waste Data Model must support a common methodology and reporting conventions to ensure comparability of data. Data quality and integrity must be sufficient to generate solid waste and other regional KPIs with a high level of confidence. The Regional Solid Waste Data Model must be able to demonstrate that adequate data integrity and process controls have been implemented to enhance transparency and ensure auditability of the data and resulting indicators and metrics. The ideal data model can be managed in-house by the EMRB and its SMEs without ongoing reliance on contractors.
<b>Acceptance Criteria:</b>	SMEs and Collaborative members indicate sufficient confidence in the data to share results with the MRSP Standing Committee.
<b>Project Core Deliverable #5: Data Visualization Model</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative, SME's

<b>Description:</b>	Develop a high-level design plan to maximize the utility and value of the solid waste data. Identify the graphs, charts, maps, and data stories needed to boil large amounts of data into useable information that will guide the future actions of the Collaborative. The model should identify how this data will generate the solid waste KPI's as well as be linked into the broader MRSP and EMRGP measures.
<b>Acceptance Criteria:</b>	The Collaborative agrees the visualization model is focussed on the highest value information and is easy to understand.
<b>Project Core Deliverable #6: Data Working Group Terms of Reference</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative, SME's
<b>Description:</b>	A document that proposes the membership of a Solid Waste Data Working Group and how they will work together to maintain the Regional Solid Waste Data Model over time. The TOR should include authority, roles and responsibilities, a decision-making structure, and critical success factors.
<b>Acceptance Criteria:</b>	SMEs agree to the content of the TOR. EMRB Administration and Collaborative members express confidence the TOR will be supported by the MRSP Standing Committee.
<b>Project Core Deliverable #7: 2021 Data Governance Agreement</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative, SME's
<b>Description:</b>	A formal document that defines overarching goals for information sharing, the authority used to share the data, roles and responsibilities, data management controls and processes, the duration of the agreement, provisions for review and revision of the agreement, and the required signatory spaces for all member municipalities and the regional waste commissions.
<b>Acceptance Criteria:</b>	EMRB Administration and Collaborative members express confidence the Data Governance Agreement will be supported by the relevant parties.
<b>Project Core Deliverable #8: Final Presentation</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative, MRSP Standing Committee
<b>Description:</b>	Presentation to the MRSP Standing Committee to review the purpose and goals of the Regional Solid Waste Data Strategy project and to outline the key deliverables and achievements. The presentation should include the important role that the MRSP Standing Committee and Board can play in enabling data sharing and strategic planning for the Region.
<b>Acceptance Criteria:</b>	The Solid Waste Data Strategy project must be described to the MRSP Standing Committee's satisfaction.

### 2.5.1 Optional Deliverables

<b>RFP Optional Project Deliverable #1: Solid Waste Data Visualization</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative, SME's
<b>Description:</b>	Implementation of the solid waste data visualization model. Work with Collaborative members and SMEs to develop user acceptance criteria and display the information needed to guide regional solid waste decisions and actions. The solution must be intuitive and easy to navigate and interact with. The user interface should be easily accessible, clean, and attractive. The ideal solution can be managed in-house by the EMRB and its SMEs without ongoing reliance on contractors, with the exception of future enhancement or additional development. This includes system documentation to guide regular data updates and as a reference for future maintenance.
<b>Acceptance Criteria:</b>	All user acceptance criteria for the solution has been met.
<b>RFP Optional Project Deliverable #2: Solid Waste EMRGIS</b>	
<b>Stakeholders:</b>	Consultant, EMRB Administration, Collaborative, SME's

<b>Description:</b>	Work with data SMEs to integrate the Solid Waste Data and Data Visualization Models with EMRGIS (ArcGIS) to produce geospatial information corresponding with the collection, sorting, and processing volume and capacity relevant to management of solid waste within the Region. The ideal solution can be managed in-house by the EMRB and its SMEs without ongoing reliance on contractors, with the exception of future enhancement or additional development. This includes system documentation to guide regular data updates and as a reference for future maintenance.
<b>Acceptance Criteria:</b>	All user acceptance criteria for the solution has been met.

All project deliverables will be reviewed with the EMRB Project Manager prior to broader distribution to Collaborative members or other stakeholders. The EMRB Project Manager will coordinate project deliverable reviews, consolidate input and feedback, and work with the vendor to ensure acceptance criteria has been met for each deliverable.

## 2.6 REFERENCE DOCUMENTS

1. [Municipal Government Act](#)
2. [Edmonton Metropolitan Region Board Regulation](#)
3. [Edmonton Metropolitan Region Growth Plan](#)
4. [Edmonton Metropolitan Region Board Strategic Plan 2021-2024](#)
5. [Metropolitan Region Servicing Plan](#)
6. Solid Waste Collaborative Action Plan (Attachment 1)
7. Regional Monitoring and Measurement Program (Attachment 2)

## 2.7 RFP AND PROJECT MILESTONES

The following are milestones related to the RFP and project kick-off.

Proposal Distribution	<u>November 4, 2021</u>
Proposal Deadline	<u>November 18, 2021</u>
Proposal Selection Awarded	<u>Week of November 22, 2021</u>
Project Start	<u>Week of November 29, 2021</u>

## 2.8 REPORTING STRUCTURE AND PROJECT GOVERNANCE

The proponent will report to Shannon Munday, Project Manager, Edmonton Metropolitan Region Board. Regular and consistent project status discussions are expected to take place to manage project parameters (scope, budget, timelines, process, strategy, and deliverables), identify and resolve issues, review progress, and prepare for key meetings and communications.

Oversight of the contract and development of project deliverables will be managed by the EMRB Project Manager. Prior to acceptance, the Project Manager may request that a project deliverable is vetted and supported by the Collaborative and/or SMEs. Formal agreement that all project criteria has been successfully met will be provided by EMRB Chief Executive Officer (CEO) approval.

A working group, or multiple working groups, composed of key data SME contacts will be initiated based on the needs of the project. The proponent will be expected to facilitate

meetings and working sessions, prepare presentation materials, and provide presentations on project updates, milestones, and project deliverables. The proponent will be expected to provide all materials for distribution to the EMRB Project Manager for review a minimum of one week in advance of each scheduled Collaborative or MRSP Standing Committee meeting and as required with working groups, as well as attend and present at each of these meetings, if requested.

### **2.8.1 Key Project Governance Meetings**

To achieve the major project milestones and deliverables, the proponent is expected to meet with the EMRB Project Manager bi-weekly throughout the duration of the project. Collaborative meetings are expected bi-monthly with multiple Working Group meetings occurring in between formal Collaborative meetings. MRSP Standing Committee meetings occur quarterly.

A schedule will be developed collaboratively between the EMRB Project Manager and proponent, as part of the Project Kick-off.

### **SECTION 3 – PRICING**

The Proposal must provide a Total Fixed Price along with the following details:

- Clearly identify the level of effort required to complete the scope of work for the total project, and by firm if more than one firm is involved. The work estimate should include a logical breakdown that itemizes resource costs (broken down by role), expenses, travel, administration, and other costs as applicable.
- If any additional services are proposed, they should be clearly identified. Include fixed rate information that would be used for contracting proposed additional services.
- Clearly state and describe any items that are not included in the Total Fixed Price quotation, with rationale and cost allowance stated.

Costs are to be presented without including goods and services tax (GST).

In the event of any inconsistency between words and numbers, words shall govern.

The Proposal must include any assumptions made by the Consultant in the preparation for this RFP.

## **SECTION 4 – PROPOSAL ADMINISTRATION**

### **4.1 INQUIRIES AND ADDENDA**

All written inquiries and the replies thereto will be provided as in “question and answer” format posted to the Alberta Purchasing Connection (APC) as an addendum. It will be the proponent’s responsibility to check APC for any additional information.

Should the proponent find, during examination of the RFP documents, any discrepancies, omissions, ambiguities, or conflicts on or between the RFP documents or be in doubt as to their meaning, the proponent shall bring the question to the attention of the person noted above, not less than three days before the Closing Date. Should the proponent fail to bring the discrepancy, omission, ambiguity or conflict to the attention of the EMRB within the aforesaid time, the proponent shall accept the decision of the EMRB as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the proponent has included the most costly alternative in its Proposal.

The EMRB reserves the right to amend or revise the RFP documents by addenda up to 48 hours prior to the Closing Time. Verbal instructions given in person are null and void and shall not be accepted by the proponent. All addenda will be posted to the APC. It will be the proponent’s responsibility to check APC for any additional information. It is the proponent’s responsibility to ascertain and verify, prior to the Closing Time that it has received any and all addenda issued in relation to this RFP.

### **4.2 EVALUATION**

#### **4.2.1 First Stage**

The first stage of the evaluation process will consist of a review of all Proposals to ensure that each submission was received on time.

Additionally, the Evaluation Team will screen each Proposal to determine if the submission has met the mandatory requirements of this RFP outlined in Section 1.3. The Proposal must provide sufficient detail to demonstrate that it has met this RFP’s mandatory requirements.

The Evaluation Team will then evaluate Proposals that have passed the First Stage.

#### **4.2.2 Second Stage**

The Second Stage will consist of an evaluation of the written Proposals based on the criteria outlined below.

#### **Second Stage (Written Proposal) – Evaluation Criteria**

In evaluating the Proposals, the EMRB reserves the right to consider any matter that it considers appropriate, in its sole and unfettered discretion, including but not limited to:

<b>Evaluation Criteria</b>	<b>Weighting</b>
<p><b>Demonstrate Understanding of Project Scope and Deliverables</b>  (to be measured/evaluated/assessed based on the following criteria)</p> <ul style="list-style-type: none"> <li>• Clear and concise project statement, objectives to be achieved, and detailed description of what will be included in each deliverable; and</li> <li>• Description of elements in the RFP that will not be met by the proposal.</li> </ul>	15%
<p><b>Proposed Approach and Work Plan</b>  (which address the following elements)</p> <ul style="list-style-type: none"> <li>• Overall feasibility and quality of approach and proposed work plan to meet project requirements;</li> <li>• Description of the project phases including the logic associated with the order of activities of each phase, the duration, milestones, work products and deliverables;</li> <li>• Proposed stakeholder consultation process (if required);</li> <li>• Identification of all resources needed, hours/days (based on an 8-hour day) required, for the development of the project deliverables along with project management resources required to ensure successful completion of the project;</li> <li>• Outline of role and effort of EMRB resources, dependencies, critical success factors, risks and risk mitigation strategies; and</li> <li>• Identification of any data or information expected to be supplied by the EMRB in order to complete the project.</li> </ul>	30%
<p><b>Vendor Profile, Credentials and Experience, Proposed Project Resources</b>  (to be measured/evaluated/assessed based on the following criteria)</p> <ul style="list-style-type: none"> <li>• Quality of corporate references with whom the Proponent has relevant experience undertaking projects of this scope and nature. Description, with references, of the unique abilities the Proponent has to execute and/or fulfill the requirements of this project;</li> <li>• Quality of relevant examples of similar projects, with an emphasis on Canadian projects of similar scope, scale and complexity;</li> <li>• Identification of role, availability, percentage of time/effort allocated to each resource during the life of the project life cycle; and</li> <li>• Demonstrated ability of Proponent to meet timeframes and project schedules.</li> </ul>	30%
<p><b>Project Organization and Management</b>  (to be measured/evaluated/assessed based on the following criteria)</p> <ul style="list-style-type: none"> <li>• Qualifications and experience of identified project lead assigned to carry out the project with related time commitment; and</li> <li>• Description indicating how the project will be planned, organized and managed including a description of what strategies and skills will be used to manage project expectations, resources, budget, timelines, reporting, and to ensure quality control.</li> </ul>	15%
<p><b>Price and Cost Effectiveness</b>  (to be measured/evaluated/assessed based on the following criteria)</p> <ul style="list-style-type: none"> <li>• Total Fixed Price rate quote (or Direct Project Costs and Contractor's Fee, within the Guaranteed Maximum Price) with supporting details to deliver project as described in this RFP</li> <li>• Proposed innovative ways and value-added opportunities to utilize the funds available;</li> <li>• Items that are not included in the fixed price quotation, with rationale and cost allowance stated; and</li> <li>• If applicable, separate rate summary for contracting additional services.</li> </ul>	10%
<b>Total</b>	100%



The EMRB reserves the right to conduct discussions with any proponent to assure full understanding of its Proposal.

Upon completion of the Second Stage, one or more proponents may be invited to participate in the Third Stage.

#### **4.2.3 Third Stage (if required)**

The Third Stage of the evaluation may consist of an interview. If the EMRB decides to have a third stage, proponents invited to participate must endeavour to ensure that the individual identified as the project leader in their Proposal is in attendance during the interview portion of the evaluation in addition to any other key personnel that the proponent wishes to include.

The EMRB may alter or eliminate stages of the evaluation process as it deems appropriate.

Without limiting the foregoing, the EMRB may in its sole discretion choose not to proceed to the Third Stage of the evaluation and in such instance may select a proponent based on the Second Stage evaluation criteria without consideration for the Third Stage evaluation criteria. *In evaluating the Proposal at the Third Stage, the EMRB reserves the right to consider any matter that it considers appropriate, in its sole and unfettered discretion, with or without consideration to the Second Stage Criteria.*

If appropriate to do so, the EMRB may decide to identify the proponent that the EMRB deems to be most preferred (the "Most Preferred Proponent"). The EMRB may also decide to identify the proponent that is next most preferred and likewise. If the EMRB identifies a Most Preferred Proponent, the EMRB and the Most Preferred Proponent shall enter into negotiations with a view to agreeing upon the terms of an acceptable contract. If, in its sole discretion, the EMRB determines that it and the Most Preferred Proponent will be unable to agree upon the terms of a contract, the EMRB may terminate negotiations with the Most Preferred Proponent and enter into negotiations with the next most preferred proponent. The EMRB may terminate negotiations and enter into negotiations with the next most preferred proponent as many times as it deems necessary.

The EMRB reserves the right to identify a Most Preferred Proponent or to reject all Proposals and to waive irregularities, informalities and non-compliance with this RFP at its sole and unfettered discretion. Irrespective of its decision, in no circumstance will the EMRB be required to provide reasons for its decision.

By submitting a Proposal, each proponent agrees that any claim that the proponent may have against the EMRB (and the EMRB's employees, agents, Board and elected officials) for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, in relation to this RFP process (whether in contract, tort, or other legal theory) is limited to an amount equal to the proponent's actual and reasonable costs in preparing its Proposal. For clarity, each proponent specifically waives as against the EMRB (and the EMRB's employees, agents, Board and elected officials) any claim for consequential or indirect damages, loss of profit, loss of opportunity, judicial review or injunctive relief.

### **4.3 PRIVACY AND CONFIDENTIALITY**

All documents submitted to the EMRB are subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act (“FOIPP”). While FOIPP allows persons a right of access to records in the EMRB’s custody or control it also prohibits the EMRB from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in sections 16 and 17 of FOIPP. Proponents are encouraged to identify what portions of their Proposal are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in this RFP is to enable the EMRB to ensure the accuracy and reliability of the proposal, and to evaluate the submission in response to the RFP. This information is required by the EMRB to carry out its operations.

It is recommended that proponents advise persons whose personal information is being provided to the EMRB under this RFP that FOIPP will govern the privacy of the personal information as well as its possible disclosure by the EMRB to third parties, upon request.

Questions about the collection of personal information pursuant to this RFP shall be submitted to the EMRB’s Chief Executive Officer.

In the event that EMRB chooses to have a public opening, EMRB will only disclose the proponent’s name and the total bid price, with or without GST as requested in this RFP.

After Proposals have been opened, the EMRB may, at its discretion, release to the public a summary of proponents and the price submitted by each proponent.

### **4.4 COLLUSION AND CONFLICTS OF INTEREST**

Except as specified within its Proposal, each proponent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in its Proposal or in the contract which may be awarded. There is no collusion or agreement, formal or informal, between proponent and any other actual or prospective proponent in connection with the Proposal submitted for this RFP. Each proponent represents and warrants that it has no knowledge of the contents of any other proposal; and the proponent has made no comparison of figures, agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal, except as declared within the Proposal.

Proponents shall disclose, in their Proposal, all perceived, potential and actual Conflicts of Interest. If a proponent prior to or following submission of its Proposal, discovers any perceived, potential or actual Conflicts of Interest, the proponent shall promptly disclose the perceived, potential or actual Conflict of Interest to the EMRB in a written statement.

At the request of the EMRB, the proponent shall provide the EMRB with the proponent’s proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest. The proponent shall submit any additional information to the EMRB that the EMRB consider necessary to properly assess the perceived, potential or actual Conflict of Interest.

The EMRB may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest of proponents. A waiver may be upon such terms and conditions as the EMRB, in its sole discretion, require to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the EMRB, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

For the purposes of this RFP "Conflict of Interest" includes any situation or circumstance where, in relation to the work described in this RFP, 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 independent judgment by any personnel of the EMRB or its advisors; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of a proponent's obligations under the contract with the EMRB Agreement if that proponent was determined to be the Most Preferred Proponent under the RFP.

## SECTION 5 – GENERAL TERMS AND CONDITIONS OF CONTRACT

### 5.1 SCOPE

The EMRB proposes that the following terms and conditions shall form a part of any contract entered into with the proponent.

### 5.2 DEFINITION OF TERMS

**Whenever used in the agreement**, the following words shall be deemed to have meanings as indicated below:

**“Alberta Time”** means Mountain Standard Time or Daylight-Saving Time as provided for in the Daylight-Saving Time Act (Alberta).

**“Business Day”** means 08:30 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.

**“Control”** means that the EMRB has the authority to manage the Record, including its creation, use, disclosure and disposal.

**“Consultant”** or **“Contractor”** means the party providing goods, services, or goods and services to the Owner.

**“EMRB”** means Edmonton Metropolitan Region Board.

**“Contract”** means the written agreement between the successful Consultant and the EMRB to provide the Services and Materials contemplated by this RFP.

**“Contracting Manager”** means the individual referenced under section 1.3 Proposal Submissions.  
**“Custody”** means that a party has physical possession of the Record.

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

**“Fixed Hourly Rate”** means the definite and predetermined hourly rate charged for the performance of the Services by the successful Consultant’s resources.

**“Fixed Price”** means a definite and predetermined price charged for the performance of the Services by the successful Consultant’s resources.

**“FOIP Act”** means the Alberta Freedom of Information and Protection of Privacy Act.

**“Materials”** means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Consultant or its employees, subcontractors or agents in the course of performing the Services.

**“Must”** or **“Mandatory”** or **“Shall”** means that the requirement so described must be met in a substantially unaltered form in order for the Proposal to be compliant.

**“Owner”** means the Edmonton Metropolitan Region Board.

**“Personal Information”** means **“Personal Information”** as defined in the Freedom of Information and Protection of Privacy Act (Alberta) (FOIP).

**“Project”** means the Project outlined in this RFP.

**“Proponent”** means an individual, organization responding to this RFP with a Proposal and is the legal entity that will enter into the Contract with the EMRB.

**“Proposal”** means the offer of the Contractor to furnish materials, supplies or services in response to an RFP and includes all the Consultant’s attachments and presentation materials.

**“Record”** means information in any form, including proposals, reports, documents, drawings (computer generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such Records.

**“Request for Proposal”** or **“RFP”** means the solicitation of the Edmonton Metropolitan Region Board for services and/or materials, including all forms to be included as part of the Proposal.

**“RFP Closing Date and Time”** means the date and time as stated on the cover page of this RFP.

**“Services”** means the work, duties, functions and deliverables to be provided by the Consultant as specified in this RFP.

**“Should”** or **“Desirable”** means that a provision so described has a significant degree of importance to the EMRB and will be scored in the evaluation of the Proposal.

**“Sites”** means all lands, buildings and premises where goods are to be delivered or services performed.

**“Transitory Record”** is one that:

- has only temporary usefulness,
- is not subject to legislated retention,
- is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records include:

- Temporary information that can be destroyed once acted upon, (i.e., phone messages, routing slips, diaries, opened envelopes, and informal notes of little consequence).
- Draft documents and working materials are those Records used to prepare the master Record that is on file, (i.e., rough notes, preliminary drafts, dictating tapes, etc.).

Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses. Words in the singular include the plural and vice versa.

### **5.3 TIME**

Time is of the Essence.

### **5.4 ASSIGNMENT**

This contract shall be binding upon the parties' respective successors obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the Contractor hereunder shall be subcontracted to or performed on behalf of the Contractor by any third party, except upon prior written permission by the Owner. As the Contractor, you will not assign this contract, in whole or in part, nor sublet this contract as a whole, without the Owner's prior written consent. The Owner shall have the sole right to assign the contract.

## **5.5 SUBCONTRACTS**

No contractual relationship will be created between any subcontractor and the Owner. The Contractor agrees to bind every subcontractor by the terms of the contract, as far as applicable to the work of the subcontractor.

## **5.6 COMPLIANCE WITH LAWS**

The Contractor shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations, and guidelines that apply.

## **5.7 FINANCIAL**

The Owner reserves the right to investigate the Contractor's financial position.

## **5.8 CONTRACTOR PERFORMANCE / DEFAULT**

Upon becoming aware of potential or pending supply difficulties, the Contractor shall notify the Owner immediately of such difficulties before lack of supply of contracted products endangers the Owner's ability to supply products to user areas.

Upon such notification, the Owner shall be entitled to acquire the items from alternative sources, and the Contractor shall be responsible and shall indemnify the Owner for any associated costs or expenses

If the Contractor:

- 5.8.1 is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency; or
- 5.8.2 fails to make sufficient payments due to his creditors for labour, supplies or material used or reasonably required to carry out its obligations under this contract; or
- 5.8.3 disregards laws or ordinances, or the Owner's instructions; or
- 5.8.4 abandons its obligations under this contract; or
- 5.8.5 otherwise violates the terms and conditions of this contract,

the Owner shall, by written notice, instruct the Contractor to correct the default within five (5) business days. If the default is not corrected within five (5) business days, then the Owner may, without prejudice to any other right or remedy he may have, terminate the contract.

## **5.9 GOODS AND SERVICES TAX**

The Owner is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

## **5.10 INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Owner, its officers, directors, elected officials, employees, consultants and agents from any and all liabilities, claims, suits or actions, costs, damages and expenses (including costs on a solicitor and his own client basis) which may be brought or made or which they may pay or incur as a result of or in connection with the performance, purported performance or non-performance of the requirements of the Contract by the Contractor, its Subcontractors and Suppliers or anyone for whose acts the Contractor is responsible, or anyone of their respective employees or agents, provided such claims are caused by the negligent acts or omissions or breaches of contract or fault of the Contractor or of its subcontractors or suppliers, or anyone for whose acts the Contractor may be liable.

The Contractor shall indemnify and hold the Owner harmless with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Owner with respect to this contract.

## **5.11 COMMITMENTS**

Nothing in this contract shall be construed as authority for the Contractor to make commitments, which shall bind the Owner to otherwise act on behalf of the Owner, except as the Owner may expressly authorize in writing.

## **5.12 PERSONAL INJURY / PROPERTY DAMAGE**

The Owner shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, its employees or agents, in the performance of this contract.

## **5.13 INSURANCE**

The Contractor, shall, at the Contractor's own expense and cost, provide the Owner with the following applicable Certificate of Insurance, with an insurer licensed in Alberta, prior to the commencement of the contract:

- 5.13.1 Comprehensive general liability for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 5.13.2 Standard automobile insurance for all vehicles owned, licensed, or leased by the Contractor for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 5.13.3 Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 5.13.4 If a professional consulting contract, Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00) inclusive per occurrence.

5.13.5 If a construction contract, Builders' All-Risk insurance for an amount equal to the value of the Work.

Unless stated otherwise, deductibles shall not exceed \$25,000.

#### **5.14 WORKER'S COMPENSATION BOARD STATEMENT**

The Contractor shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta (the "Act"), amendments thereto, or any successor legislation; and shall upon notice by the Owner, provide evidence satisfactory to the Owner of said compliance with the Act within two (2) business days of request by the Owner.

#### **5.15 LAW OF THE CONTRACT**

The laws of the Province of Alberta shall govern the interpretation of the Contract and the parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the Courts of the Judicial District of Edmonton in the Province of Alberta for any court proceedings that arise in relation to the Contract.

#### **5.16 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor in the performance of this contract. No employer/employee relationship will be created between the Owner and the Contractor, or between the Owner and the Contractor's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in the contract, will apply to the Contractor.

#### **5.17 TERMINATION**

The Owner, in its sole discretion, shall have the right, at any time, without cause, at its convenience upon thirty (30) days written notice, to terminate this contract. In the event of such termination, the Contractor shall be entitled to receive payment only to the date of termination in accordance with this contract. Such payment shall be in full and final satisfaction of any claims the Contractor may have under this contract.

#### **5.18 ENTIRE AGREEMENT**

This contract is the entire agreement between the parties and supersedes any and all previous agreements, statements, or representations of the parties and this contract may only be amended by written and signed agreement of the parties.



**SECTION 6 – CERTIFICATION**

Failure to complete, sign and submit this certification, with the Proposal package, will disqualify this Proposal as set out in the RFP documents.

We \_\_\_\_\_  
(Legal Company Name)

Of \_\_\_\_\_  
(Business address)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone number)

Having examined and read the Proposal documents for RFP #44 - 2021 as issued by the Edmonton Metropolitan Region Board, do hereby bid and agree to provide the services in accordance with the RFP documents, and do hereby agree to accept the terms and conditions set out in this Request for Proposal.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Signature of authorized representative*

\_\_\_\_\_  
*(Print or Type) name and status of authorized representative*