

**The Regional Municipality of Wood Buffalo**  
**Request for Proposal**  
**e-Permitting Solution**  
**PROPOSAL #QU2201**

The Regional Municipality of Wood Buffalo with its head offices in Fort McMurray, Alberta, invites Proposals for invites firms that work with electronic permitting solutions in a municipal environment to submit a proposal for an e-permitting solution.

The deadline for the receipt of this proposal is 2:00 pm, local time Tuesday, April 21, 2009. All proposals are to be submitted to the Regional Municipality of Wood Buffalo's Purchasing Division, Fifth Floor, 9909 Franklin Avenue, Fort McMurray, Alberta, T9H 2K4.

This proposal must remain valid for ninety (90) days.

This proposal is subject to Internal Trade Agreement Annex 502.4.

The lowest proposal bid will not necessarily be accepted. The Municipality reserves the right to accept or reject any or all proposals in whole or part. Proponents may be required to provide supplementary information after the closing date to support their proposal. Interviews may be conducted with potential Proponents, either in person or by telephone. The Proponent will be required to sign a standard Municipal contract.

Proposal Enquiries

Lisa Romaine, CPPB

Purchasing Division

Telephone: 780.743-7844

Fax: 780.743.7999

Email: [purchasing@woodbuffalo.ab.ca](mailto:purchasing@woodbuffalo.ab.ca)

## An e-Permitting Solution

### Proposal #QU2201

### Instructions to Proponents

1. The successful Consultant must obtain licenses to operate in the Province of Alberta. To perform work within the Municipality the successful Consultant and sub Consultant(s) must obtain a municipal business license. All costs associated with licensing, insurance and all other requirements are to be borne by Consultant. Information about business licensing may be obtained by contacting the Business Licensing office telephone 780.743.7823.
2. All questions related to this Request for Proposals shall be forwarded in writing to:  
Lisa Romaine, CPPB  
Purchasing Supervisor  
9909 Franklin Avenue  
Fort McMurray AB T9H 2K4  
Fax: 780-743-7844  
Email: [purchasing@woodbuffalo.ab.ca](mailto:purchasing@woodbuffalo.ab.ca)

Mark all enquiries with Request for Proposal number QU2201.

3. The Municipality reserves the right to reject any Proposal not adhering to material requirements set out in this Proposal.
4. All contracts shall be construed in accordance with the laws of the Province of Alberta, and the Courts of Alberta shall have the exclusive jurisdiction to entertain any action arising under the Contract. If any provision of the Contract in any way contravenes the laws of the Province of Alberta, such provisions shall be severed from the Contract and the remaining provisions shall continue in force and effect.

The Sale of Goods Act and the Uniform Commercial Code will not apply in this Proposal.

5. All services performed under this agreement must follow all prescribed safety policies and procedures including but not limited to those of the Province of Alberta, the Regional Municipality of Wood Buffalo, and the Consultants own.
6. Responses received after the closing date and time will not be accepted and will be returned, unopened, to the sender via courier collect. If lateness was caused by undue delay in delivery attributable to actions or omissions by the Federal Post Office Department or an authorized commercial carrier, such as airline or messenger services the Proposal will be accepted.
7. Proponents are advised to ship their Proposals at least forty-eight hours prior to Proposal closing, as we have experienced delays in receiving them. **Faxed and electronic submissions will be accepted up to the closing date and time.**
8. Amendments will be accepted up to the closing time of the Proposal. They will

be accepted on fax number: 780.743.7999. Amendments shall only state the amount of the change – whether to add or delete, not including GST. It is the Proponent's responsibility to ensure the amendment is received in full prior to closing time. **Late amendments will not be accepted**

9. Consultant shall, during the term of the Agreement, maintain Alberta Workers Compensation coverage in order to fully protect both its employees and the Municipality as may be required by law. **Proof of coverage (WCB release) and insurance to be submitted with Proposal.**

10. Freedom of Information & Protection of Privacy Act

All documents and information, including books, maps, drawings, photographs, letters and information that is written, photographed, recorded or stored in any manner, submitted to the Municipality in respect to this Request for Proposals are records in the custody and control of the Municipality and, as such, may be subject to the access and privacy provisions of the Freedom of Information and Protection of Privacy Act (Alberta) and other legislation, whether currently in force or enacted in the future. The Freedom of Information and Protection of Privacy Act may give a person a right of access to records in the custody or control of the Municipality, subject to limited and specific exceptions.

The Consultant shall identify the portions of its submissions which it is submitting **in confidence** and which contain the following information:

- a. Trades secrets, commercial, financial, labour relations, scientific or technical information that, if revealed, could reasonably be expected to significantly harm the Consultant's competitive position or interfere with the Consultant's negotiating position and result in undue financial loss or gain to any person or organization.

and/or

- b. Personal information regarding persons who would provide services related to this Agreement or who are the Consultant's references, including their names, addresses, phone numbers, qualifications, and experience and employment history.

While the Municipality will endeavor to use the Freedom of Information and Protection of Privacy Act to protect the confidentiality of information identified by the Consultant as confidential, other sections of the Act may apply and the information may have to be disclosed to members of the public who request access to records in Municipal custody and control.

The Municipality will not disclose, to the extent permitted by law, the evaluation and rating of all submissions to this Request for Proposals. This section is provided as general information regarding the Consultant's obligations in relation to the Freedom of Information and Protection of Privacy Act for handling

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- information and records under the Agreement. The Consultant should seek its own legal advice on specific aspects of these obligations.
11. The Municipality's Payment terms are net 30 days. All invoices to be forwarded to:  
Regional Municipality of Wood Buffalo, 9909 Franklin Avenue, Attention:  
Accounts Payable, Fort McMurray AB T9H 2K4 and shall refer to the purchase order number assigned to this work.
  12. The Municipality shall not be obligated to accept Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or contain irregularities of any kind.
  13. All applicable taxes and GST must be shown as a separate item.
  14. All prices shall be in Canadian Dollars.
  15. Submission of a Proposal by the Proponent creates an irrevocable right for the Municipality to require the Proponent, by written notification within ninety (90) calendar days of the closing date (unless this time deadline is extended by agreement between the Municipality and the Proponent), to execute the Contract Agreement, perform the Work or supply the goods or services as set out in the Proposal.
  16. Sample agreement is enclosed as part of this Request for Proposal.
  17. The Owner will not consider Proposals received from individuals or corporations or their affiliates as defined in the Business Corporation Act, R.S.A. 1980, and C.B. 15 engaged in litigation with the Owner as a party adverse in interest at the time of the bidding. Proposals received from such individuals or corporations shall be rejected.
  18. Consultant agrees to carry Liability Insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) and to indemnify and save harmless the Municipality from and against all claims, losses, damages, suits, proceedings, actions and costs, including costs on a solicitor and client basis, arising out of or related to the Firm's activities in performing the services, including improper acts and delays. Such indemnification shall survive this Agreement.
  19. Proponents shall have no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out any of the requirements contained in this Request for Proposal.

**TERMS OF REFERENCE**

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## **1. Background Information**

### **1.1. Introduction**

The Regional Municipality of Wood Buffalo (RMWB) intends to move forward with the acquisition of an electronic permitting solution for the region with the support of consulting resources.

#### **Local Geography**

The RMWB, located in the Northeast corner of Alberta, stretches from the North West Territories and Saskatchewan borders on the North and East, to the border of Wood Buffalo National Park and the Cold Lake Air Weapons Range to the West and South. It encompasses 68,454 square kilometers which includes Boreal Forest, Sand Dunes, Oil Sands, Marsh land, and eight communities with a population in excess of 89,000 as of the Municipality's 2007 census. The largest community within the RMWB is Fort McMurray with a population of 65,400 as of the 2007 census and weather extremes of -50 degrees Celsius to +37 degrees Celsius (These are extremes, however typical winters will see -40 degrees Celsius for extended periods of time).

#### **Intent**

The intent of this Request for Proposals (RFP) is to determine the feasibility and costs associated for this project, as well as to develop a fast track approach to the implementation for the work units affected.

The RMWB's Information and Communication Technology Department in conjunction with the Planning and Development Department through Procurement Services is accepting proposals from qualified firms, and/or corporations to provide professional services related to an electronic permitting internet based transactional solution.

This RFP is not a commitment to purchase, any expenditure experienced by the respondent in preparation and submission of the proposal shall not

be reimbursed by the RMWB; nor does the RMWB obligate itself with any action taken or cost incurred by respondent in responding to this RFP.

The Municipality is looking for a system that integrates all our permitting needs. This will provide us with monitoring and reporting capacity at a much higher level than a compendium of cobbled solutions. The Municipality needs to be able evaluate trends and monitor the results of our decisions on the built environment. The solution should include gas, building, electrical, plumbing, private sewers, development, variance, appeals, LUB amendments, Plan Amendments, ASP amendments, Subdivision, compliance certificates, violations, change of use and permits at a minimum.

The Municipality has not pre-determined a solution and is open to both vendor-hosted "software as a service" and in-house (all software and hardware based at the Municipality) solutions. Software licensing model and methodologies will be left to each individual vendor to determine, optional licensing methods should be defined if available.

Listings of data integration successes would be helpful, for example the vendor statement may read successful integration with GIS software version XXX and/or Financial System Software version XXX, etc. Or subsequently can export into file type YY. We do have a development team that can assist with this endeavour however they may be tasked with other projects. Methodology and skill sets brought by the vendor will be considered.

It should be noted that no historic data conversions will be required for this project. Also required are standard Statistics Canada and CMHC reporting as well as some customized reporting to monitor both permit processing and reporting for economic and housing study reporting.

## **2. Infrastructure**

### **Client Platform Architecture**

The section defines the hardware and software platforms on which the client applications will run.

#### **Desktop**

The standard desktop hardware configurations, for the approximately 600 users, are on a 4 year replacement cycle.

#### **Operating System**

The standard operating system (OS) for the corporate client computers is the Microsoft Windows family of operating systems. The current standard is Microsoft Windows XP.

#### **Office Productivity**

Microsoft Office 2003 Professional is the standard office suite and the mail client software is Microsoft Outlook 2003. Plans are to migrate to Microsoft Office for Vista in or its successor in the future.

**User Interface**

The user interface for the client is Microsoft Windows Graphical User Interface (GUI). Within the Windows environment the users have three main interfaces with their applications, depending on the application type. Applications fall into one of the following three categories:

- Financial and Municipal applications, which are applications running on an IBM AS/400 computer. These use AS/400 terminal emulation software as the user interface. **\*The financial software is currently under review for replacement starting in early 2009**
- Native Windows applications.
- Web based applications, which use the Internet Explorer browser as the user interface.

**Database Management**

The following databases are currently being used for various applications:

- Oracle 9i through 11G
- Microsoft SQL Server 2005
- Sybase

**Network Transmission**

The RMWB network consists of 10/100/1000 MB over TCP/IP protocol with VoIP traffic and several remote offices.

**Back-up System**

The back-up solution currently used is a Dell Powervault 132t tape array (Ultrium 1 200 GB)

**GIS (Geographic Information System)**

The current GIS solution is an Intergraph GeoMedia/Oracle solution

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**EIMS (Electronic Information Management System)**

An Open Text / Livelink solution is currently in progress

### **3. Evaluation of Proposals**

#### **3.1. *Criteria for Evaluation***

Proposals will be assessed on the basis of methodology, proposed work schedules, proposed price, past experience, past performance and qualified available personnel to be committed for the terms of the project, warranty, and sample site information.

The RMWB reserves the right to accept or reject any and all proposals, and to waive irregularities and informalities at its discretion. The RMWB reserves the right to accept a proposal other than lowest proposal without stating reasons. By submitting its proposal, the bidder waives any right to contest, in any proceedings or action, the right of RMWB to accept or reject any proposal in its sole and unfettered discretion, without limiting the generality of the foregoing.

A maximum of four front runners may be required to participate in vendor demonstrations of their product, the timing of which is outlined in the schedule of events. This step will be dependant on the number of proposals received and the relative scores of the proposals. A script for these demonstrations will be developed prior to the closing of this RFP and made available to the front runners after the evaluation stage. The combination of the vendor demonstration outcomes and the RFP criteria will be used in the final determination for the awarding of this RFP.

#### **3.2. *Required Qualifications***

The bidder must demonstrate experiences in electronic permitting solutions development and installation; and proven success in dealing with digital data.

The proposals will be evaluated using the following general criteria and weighting:

- **Methods of Work** (includes application development, hardware selection and installation) **(35%)**
- **Work Schedule (10%)**
- **Price (25%)**
- **Past Experience and Performance (10 %)**
- **Warranty (15%)**
- **Sample Site Information (5%)**

### **3.3. *Guidelines for Proposal Submission***

To facilitate the evaluation of the proposals, Proponents are **required** to cover the following points on the preparation of proposal submissions.

#### **Methods of Work**

The respondent must include a description of the procedures, equipment and technical approach to the project. If subcontractors are used, then describe the arrangement of the group and the distribution of the work. Provide sufficient information to show that you understand the project requirements. Alternate methods maybe identified provided that a separate Proposal Bid for each alternative is submitted with sufficient detail to substantiate its viability and to provide easy comparison to other proposals.

#### **Work Schedule**

It is expected that work is to commence during the month of March, 2009. Proponents are required to include a proposed work schedule, which will provide dates for all aspects of the project ensuring that a completion end date is included. If project complexity or timing does not allow for the completion of the total project, Proponents are invited to provide options for consideration. Co-operative working arrangements may be considered.

#### **Price**

The quoted price will include all costs incurred in the development and installation of the system including per unit cost for all hardware, license costs and information, application development, installation, and training costs. An hourly rate for the personnel named to provide the services described shall be included to use as a basis for comparison. Courier services are the responsibility of the contractor(s). Additional pricing information in relation to first year and second year licensing,

maintenance, and support costs must also be identified where applicable. The maintenance and support costs must indicate whether or not it includes automatic upgrades to new software and or hardware as it becomes available. The decision as to whether or not to upgrade will rest with the Municipality.

### **Past Experience and Performance**

Proponents must supply details of past and current experiences in related areas for all personnel assigned to the project. Also indicate who will be responsible for the management and supervision of the services to be provided. Proponents are encouraged to supply examples of previous projects in web link format.

### **Warranty**

Proponents must supply details of any stated or implied warranty on the information and products they produce. It is expected that all materials received by the RMWB will be certified to meet or exceed the stated accuracy specifications required by the project, by the principal or designate of the company.

### **Sample Site/Information**

Details regarding previous systems solutions in reference to electronic permitting in a Canadian municipal environment must be included. Documentation including screen shots of the proposed solution from both a citizen/business end user perspective and a Municipal employee prime user perspective would be greatly appreciated at this point.

### **Other Purpose**

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

### **Security of Information**

The successful proponent must agree to maintain security standards consistent with security policies of the Regional Municipality of Wood Buffalo. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties under the terms of any contract.

### **3.4. Disclosure**

All documents and information, including books, maps, drawings, photographs, letters and information that is written, photographed, recorded or stored in any manner, submitted to the Regional Municipality of Wood Buffalo in response to this Request for Proposals shall become the property of the Regional Municipality of Wood Buffalo, and as such will be subject to the disclosure provisions of the *Freedom of Information*

*and Protection of Privacy Act (Alberta).* Information pertaining to The Municipality obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Regional Municipality of Wood Buffalo.

**3.5.      *Decision to Accept a Proposal***

The RMWB will review the proposals and will consider the extent of which the proposals, whether as submitted or as modified to the extent that the RMWB may recommend.

It is the present intention of the RMWB that a decision as to whether a proposal will be accepted will be made within two weeks after the final date for delivery of proposals, but the RMWB reserves the right to, without prior notice, extend the time for the making of the decision.

Firms and companies who have submitted proposals will be notified in writing as the outcome of the Request for Proposals.

The RMWB will have no legal obligations in respect to any matter under a proposal or in connection with a proposal unless they have signed a contract respecting the project.

**3.6.      *Schedule of Events***

The following schedule of events is planned for the RFP and the process review of the proposals:

|                                   |                |
|-----------------------------------|----------------|
| Release of Request for Proposals: | March 9, 2009  |
| Proposal Inquiries Deadline:      | April 7, 2009  |
| Submission of Proposal Deadline:  | April 21, 2009 |
| Evaluation of Proposals:          | April 28, 2009 |
| Vendor Demonstrations:            | May 19, 2009   |
| Estimated Award of Contract:      | June 2, 2009   |

#### **4. Terms of Reference**

The RFP and the terms and provisions therein are for the convenience solely of the RMWB and to assist them in the administration of the RFP process.

The RFP and the submission of a proposal by any person, or any of the foregoing, shall in no event or circumstance (and without limiting the generality of the foregoing, including any waiver by the RWMB or a person's failure to comply with any of the conditions of the RFP) be interpreted as establishing for or providing to any persons proposing or any other person any rights or claims of any kind against the RMWB.

The RMWB may at their discretion and as sole judge for the project, at anytime, without obligation to any person submitting a proposal or any other persons, waive an irregularity of non-compliance with the RFP as they deem advisable in the interests of their respective organizations, provided, however that their organization shall have no obligation to any person submitting a proposal or other person to waive any irregularity or non-compliance with the RFP at any time.

The RMWB may at their discretion extend the time for submission of proposals.

##### **4.1. Objectives**

In order to improve municipal operations and give greater flexibility to our taxpayers when conducting business with the RMWB, the RMWB requires the ability to do the following:

(PLEASE COMPLETE THE FOLLOWING TABLE AND SUBMIT/ATTACH ANY ADDITIONAL INFORMATION YOU DEEM IMPORTANT. IF YOUR SOLUTION EXCEEDS THESE REQUIREMENTS PLEASE ATTACH ADDITIONAL INFORMATION AS TO HOW THESE ARE EXCEEDED. WE RESERVE THE RIGHT TO ACCEPT A SOLUTION THAT DOES NOT MEET ALL THESE REQUIREMENTS TO THE EXTENT THAT WE DEEM APPROPRIATE.)

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| <b>Requirement</b>                                                                     | <b>Meets<br/>requirement<br/>(Y/N)</b> | <b>Identify software module /<br/>package</b> | <b>Additional information *</b> |
|----------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------|---------------------------------|
| Deliver on line forms to the public                                                    |                                        |                                               |                                 |
| Allow the public to fill out forms electronically                                      |                                        |                                               |                                 |
| Allow the public to fill out forms electronically and capture the data into a database |                                        |                                               |                                 |
| Perform data validation routines on the captured data                                  |                                        |                                               |                                 |
| Forms are customizable **                                                              |                                        |                                               |                                 |
| Automatic approval of permits                                                          |                                        |                                               |                                 |
| Permit tracking                                                                        |                                        |                                               |                                 |
| Milestone / work flow stage tracking                                                   |                                        |                                               |                                 |
| Land development process management                                                    |                                        |                                               |                                 |
| Elimination and or reduction of rekeying/double entry                                  |                                        |                                               |                                 |
| Types/categories of permits that your solution is geared to handle out of the box      |                                        |                                               |                                 |
| Types/categories of permits your solution can be customized to handle **               |                                        |                                               |                                 |
| Plan reviews signoffs and fee calculations                                             |                                        |                                               |                                 |
| Task list generation – for Applicant                                                   |                                        |                                               |                                 |
| Task list generation – for RMWB                                                        |                                        |                                               |                                 |

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| <b>Requirement<br/>(Continued)</b>                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Meets<br/>requirement<br/>(Y/N)</b> | <b>Identify software module /<br/>package</b> | <b>Additional information *</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------|---------------------------------|
| Electronic Document attachments to specific records and their retrieval (IE Plan documents, CAD/JPEG/PDF)                                                                                                                                                                                                                                                                                                                                                  |                                        |                                               |                                 |
| Handheld / remote device access ***                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        |                                               |                                 |
| Electronic payment module (PLEASE attach additional information as to how this is accomplished, for example: third party payment process in conjunction with an online payment partner, purchase orders, on account, pre-authorized payments, integration module with other software, etc.) (ALSO please describe payment validation and auditing scheme such as credit card payment agencies validation that are already included or must be undertaken.) |                                        |                                               |                                 |

\* Data stored at vendor location or RMWB location, specified module meets or exceeds regulatory requirements, additional partner needed to perform required task, explanation of how the task is accomplished, extent to which requirement can be met, etc.

\*\* Please attach additional information as to extent of customization available such as, but not limited to having the RMWB logo on the forms, having multiple logos on the forms, adding and or removing fields, customizing field lengths, custom field validation, and customization of permit types (special events, building permits new structure, building permits additions/modifications, variance requests, shed/deck permits, health and safety permits, etc.)

\*\*\* Please state types of remote device access and systems requirements such as Blackberry with Blackberry server and Blackberry model number, or CDMA equipped Windows 5 mobile phone, or laptop/tablet with Windows XP and Aircard, etc.

**4.2. Project Phases**

It is envisioned that the implementation of a solution will commence within 30 calendar days of awarding of the contract. Please outline a project implementation plan which will include business process analysis work with typical timelines and hourly rate per hour for this work as well as typical number of hours needed from RMWB employees as a commitment to implement your solution. As well as supplying a timeline chart please fill in the additional table.

| Work to be completed                                                            | Rate per hour                                                                                                                                                                   | Typical number of hours * |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Business Process Analysis                                                       |                                                                                                                                                                                 |                           |
| Project Management                                                              |                                                                                                                                                                                 |                           |
| Administrative overhead                                                         |                                                                                                                                                                                 |                           |
| Other of your staff not already identified                                      |                                                                                                                                                                                 |                           |
|                                                                                 |                                                                                                                                                                                 |                           |
| RMWB employee commitment (management)                                           | Not Applicable                                                                                                                                                                  |                           |
| RMWB employee commitment (planning staff)                                       | Not Applicable                                                                                                                                                                  |                           |
| RMWB employee commitment (Information and Communications Technology Department) | State type of commitment<br>From Network staff<br>From Application Development staff<br>From Client Services staff<br>From GIS staff<br>From Technology Advisory Services staff |                           |

\* PLEASE identify or describe how you arrived at the typical number of hours needed.

**4.2.1. Integration with existing systems**

Please state possible integration points, if applicable, assuming the municipal infrastructure as outlined in Section 2.

**4.2.2. Additional Software/Hardware Requirements**

If applicable, please identify in as much detail as possible the software, database, hardware and networking requirements that must be supplied by the RMWB in order for your solution to be successfully implemented.

**4.2.3. Reporting**

Please state all out of the box reports included in your solution. This should state any real time/on demand, batch, monthly, weekly, yearly, and historical reports as well as any analytical reports and possible customized reports. (\*For customized reports please outline customization costs)

**4.2.4. Maintenance and Installation**

In conjunction with previously identified solution please fill in the following table and add any additional information you deem appropriate. Please state alternatives such as designating municipal staff to be trained on installation and maintenance, the cost of the training, availability of continuous training, and train the trainer approaches.

| Training methods        | Cost per person | Min. / Max. /<br>Not Applicable * | Work plan ** |
|-------------------------|-----------------|-----------------------------------|--------------|
| Documentation / manuals |                 |                                   |              |
| Online Help             |                 |                                   |              |
| Online tutorials        |                 |                                   |              |
| In house RMWB           |                 |                                   |              |

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|                                  |                       |                                               |                                                                                |
|----------------------------------|-----------------------|-----------------------------------------------|--------------------------------------------------------------------------------|
| Vendor Location (state location) |                       |                                               |                                                                                |
|                                  |                       |                                               |                                                                                |
| Modules identified               | Cost of module<br>*** | Annual Maintenance / support costs (estimate) | Cost per user / per processor / per site / per population base (if applicable) |
|                                  |                       |                                               |                                                                                |
|                                  |                       |                                               |                                                                                |
|                                  |                       |                                               |                                                                                |
|                                  |                       |                                               |                                                                                |

\* State minimum and maximum that the per person rate identifies

\*\* Materials supplied, testing for understanding, instructors, etc.

\*\*\* For each online payment option state typical cost per transaction and/or monthly fee (in percentage of transaction or flat fee)as well as cost for module

**5. Schedule A – Project Information Sheet**

The following may be contacted to provide references regarding our firm's Project Management expertise and experience. **Note: all references may be contacted for information.**

Attach additional pages as required or permitted by the RFP.

Project Name: .....

Client Name: .....

Reference Contact Name: .....

Title: .....

Phone Number:.....

Facsimile Number:.....

Email:.....

Brief Explanation Regarding Project: (project description, project value, schedule, names of project manager's personnel involved in the project and their roles, summary of key issues and achievements in the project)

## **6. Schedule B – RFP Checklist**

For any bid to be accepted the following checklist must be completed:

\_\_\_\_ Four (4) copies of the bid proposal

\_\_\_\_ Methods/Completion of Work

\_\_\_\_ Work Schedule

\_\_\_\_ Price Proposal

\_\_\_\_ Past Experience and Performance

\_\_\_\_ Quality Control

\_\_\_\_ Warranty

Company \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Position in Company: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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**Sample Contract Agreement**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year 2009 by and between:

The Regional Municipality of Wood Buffalo hereinafter called the “Municipality” and \_\_\_\_\_ hereinafter called the “Consultant”.

WHEREAS the Municipality desires that contracting services be rendered by the Consultant for the following project (the “Project”), annexed hereto in Schedule A.

NOW THEREFORE, the Municipality and the Consultant, for the consideration and upon the terms and conditions hereinafter named, agree as follows:

**e-Permitting Solution**

**ARTICLE 1. GENERAL CONDITIONS OF AGREEMENT**

The General Conditions of Agreement, annexed hereto in Schedule A, form a part of this Agreement.

**ARTICLE 2. CONTRACTING SERVICES**

The Consultant will perform the services (the “Services”) described in the Proposal (the “Proposal”) as submitted by the Consultant and dated DD/MM/YYYY, annexed hereto in Schedule A.

**ARTICLE 3. FEES**

The Municipality agrees to pay the Consultant the fees and charges as detailed in Schedule A of the Proposal, for the furnishing of the contracting Services described in Article 2.

**ARTICLE 4.**

This Agreement, including Schedules A annexed hereto, constitutes the sole and entire agreement between the Municipality and the Consultant relating to the Project. This Agreement may be amended only by written instrument signed by both the Municipality and the Consultant. This Agreement is for the exclusive benefit of the parties signatory thereto. It does not create a contractual relationship with or exist for the benefit of any third party, including Consultants, subConsultants and their sureties.

**E-Permitting Solution  
Proposal #QU2201**

**Sample Contract Agreement**

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above first written.

For the Consultant:

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Authorized Signing Officer

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Position

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Authorized Signing Officer

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Position

For Municipality:

THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

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Municipal Representative

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Municipal Representative

## **SCHEDULE A**

### **General Conditions**

#### **GC 1. Time**

Time is of the essence of this Agreement. The Consultant will commence to proceed actively with the work of the Agreement promptly following receipt of the Notice to Proceed and within the times indicated in the Proposal, or as mutually agreed to in writing.

#### **GC 2. Payment of Fees**

The Owner will pay to the Consultant, as full compensation for the performance and fulfillment of this Agreement, the sum or sums of money specified in their Proposal and the Goods and Services Tax. Payment will be made for work upon completion. Invoices shall refer to the purchase order number; \_\_\_\_\_ assigned to the project and be submitted to the Municipality, Attention: Accounts Payable 9909 Franklin Avenue, Fort McMurray AB T9H 2K4. Payment terms are net 30 days. Original detailed receipts to accompany all invoices submitted.

#### **GC 3. Other Agreements**

This Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

#### **GC 4. Successors and Assignment**

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors, and permitted assigns.

If a Party to this Agreement should desire to bring in a partner or partners to share the benefit and burden of this Agreement, he or they, may do so provided the additional parties covenant directly in writing with the other parties to be bound by the provisions of this Agreement.

Except as aforesaid, neither party may assign this Agreement without the consent in writing of the other.

#### **GC 5. Municipal Review**

The Municipality shall give due consideration to all sketches, drawings, reports, bids, Proposals and other information provided to the Municipality by the Consultant and shall render decisions in a timely manner so as not to delay the work of the Consultant.

## **SCHEDULE A**

### **General Conditions**

#### **GC 6. Resource Information**

The Municipality shall make available to the Consultant all relevant information and data pertinent to the Project which it possesses. The Consultant shall not be responsible for the consequence of any error or omission contained therein.

The Consultant shall promptly return any resource documents, plans, reports, digital or otherwise, supplied by the Municipality on completion of the Project.

#### **GC 7. Permits and Licenses**

Consultant to obtain all necessary Municipal/Provincial/Federal permits and licenses.

The Consultant shall, at all times during the term of the Agreement, at its own expense, be in possession of a valid and subsisting business license issued by the Municipality authorizing the Consultant to carry out and perform the works required to be performed under this agreement. Cost of the business license to be borne by the Consultant and any/all sub Consultants. Information regarding licensing may be obtained by contacting Business Licensing at 780.743.7823.

#### **GC 8. Communication and Notices**

All communications or notices in writing between the Municipality and the Consultant shall be deemed to have been received by the addressee if delivered to the individual, or to a member of the firm, or to any officer of the corporation for whom they are intended, or if sent by mail, facsimile or by telegram addressed as follows:

The Consultant at:

The Municipality at:

The Regional Municipality of Wood Buffalo  
9909 Franklin Avenue  
Fort McMurray, Alberta T9H 2K4

#### **CG 9. Applicable Laws**

All contracts shall be construed in accordance with the laws of the Province of Alberta, and the Courts of Alberta shall have the exclusive jurisdiction to entertain any action arising under the Contract. If any provision of the Contract in any way contravenes the laws of the Province of Alberta, such provisions shall be severed from the Contract and

## **SCHEDULE A**

### **General Conditions**

the remaining provisions shall continue in force and effect. The Sale of Goods Act and the Uniform Commercial Code will not apply in this Agreement.

#### **GC 10. Workers Compensation Requirements**

Consultant shall, during the term of the Agreement, maintain Alberta Workers' Compensation coverage in order to fully protect both its employees and the Municipality as may be required by law. Proof of coverage (WCB) Release to be provided to the Municipality prior to commencement of any work.

#### **GC 11. Liability Insurance**

Consultant agrees to carry Liability Insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) dollars and to indemnify and save harmless the Municipality from and against all claims, losses, damages, suits, proceedings, actions and costs, including costs on a solicitor and client basis, arising out of or related to the Consultant's activities in performing the services, including improper acts and delays. Such indemnification shall survive this Agreement.

The Municipality 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 Consultant, his employees or agents in the performance of this Agreement.

#### **GC 12. Termination or Suspension**

If the Consultant is shown to be in default in the performance of any of the Consultant's material obligations set forth in this Agreement, then the Municipality may, by written notice to the Consultant, require such default to be corrected. If, within 7 days after receipt of such notice, such default shall not have been corrected or reasonable steps to correct such default shall not have been taken, the Municipality may, without limiting any other right or remedy the Municipality may have, immediately terminate this Agreement and make settlement for the cost of the Services rendered and disbursements incurred by the Consultant pursuant to this Agreement and remaining unpaid as of the effective date of such termination. The Municipality shall have the right of set off for any extra costs incurred by the Municipality as a result of the Consultant's default. The Consultant will not be entitled to any additional payment other than as provided herein and hereby waives any claims thereto.

If the Municipality is unwilling or unable to proceed with the Project, the Municipality, for any reason whatsoever, may suspend or terminate this Agreement by giving seven (7) days prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to suspend or close out the project. In such event the Consultant shall be paid by the Owner for all services performed and for all disbursements incurred pursuant to this Agreement

## **SCHEDULE A**

### **General Conditions**

and remaining unpaid as of the effective date of such suspension or termination, plus the Consultant's suspension or termination Expenses. The Consultant will not be entitled to any payment other than as provided herein and hereby waives any claims thereto.

See also GC 17. Harassment & Discrimination Free Workplace Policy as just cause for termination.

#### **GC 13. Independent Consultant**

The Consultant shall be deemed an independent Consultant and shall not act as nor be an agent or employee of the Municipality. As an independent Consultant, the Consultant will be responsible for performing the Services and for persons employed by Consultant and engaged in the performance of the Project. The Consultant's activities will be at its own risk and is hereby given notice of its responsibility for arrangements to guard against physical, financial and other risks as appropriate. The Consultant shall observe and abide by all applicable laws and regulations, including but not limited to, those of the Municipality relative to conduct on its premises.

#### **GC 14. Safety**

In the performance of the contract, the Consultant shall comply with all of the provisions of the Occupational Health & Safety Act, R.S.A. 2000, Chapter 40 and all amendments thereto and all regulations now or hereafter made thereunder, and shall indemnify the Municipality in respect to all matters arising out of or in connection with the failure of the successful proponent to comply in all respects with the applicable provisions of the said Act and regulations.

#### **GC 15. Internal Trade Agreement Annex 502.4**

The Municipality shall not adopt or maintain any form of discrimination based on the province of origin of goods, services, construction materials or the suppliers of such goods, services or construction materials in its procurement practices. The intent is to ensure the Municipality's needs are met for goods, services and construction through a fair acquisition process that is based on the highest degree of competition, efficiency and effectiveness and is consistent with Sections "D" (Non-Discrimination) and "E" (Transparency) of Annex 502.4.

#### **GC 16. *Freedom of Information & Protection of Privacy Act***

All documents and information, including books, maps, drawings, photographs, letters and information that is written, photographed, recorded or stored in any manner, submitted to the Municipality in respect to this Request for Proposals are records in the custody and control of the Municipality and, as such, may be subject to the access and privacy

## **SCHEDULE A**

### **General Conditions**

provisions of the Freedom of Information and Protection of Privacy Act (Alberta) and other legislation, whether currently in force or enacted in the future. The Freedom of Information and Protection of Privacy Act may give a person a right of access to records in the custody or control of the Municipality, subject to limited and specific exceptions.

The Consultant shall identify the portions of its submissions which it is submitting in confidence and which contain the following information:

- a. Trades secrets, commercial, financial, labour relations, scientific or technical information that, if revealed, could reasonably be expected to significantly harm the Consultant's competitive position or interfere with the Consultant's negotiating position and result in undue financial loss or gain to any person or organization.  
and/or
- b. Personal information regarding persons who would provide services related to this Agreement or who are the Consultant's references, including their names, addresses, phone numbers, qualifications, experience and employment history

While the Municipality will endeavour to use the Freedom of Information and Protection of Privacy Act to protect the confidentiality of information identified by the Consultant as confidential, other sections of the Act may apply and the information may have to be disclosed to members of the public who request access to records in Municipal custody and control.

The Municipality will not disclose, to the extent permitted by law, the evaluation and rating of all submissions to this Request for Proposals. This section is provided as general information regarding the Consultant's obligations in relation to the Freedom of Information and Protection of Privacy Act for handling information and records under the Agreement. The Consultant should seek its own legal advice on specific aspects of these obligations.

#### **GC. 17      Harassment & Discrimination Free Workplace Policy**

Consultant shall become acquainted with the Municipality's "Harassment & Discrimination Free Workplace Policy". The Consultant's employees will be subject to this policy while undertaking work for the Municipality. In the event this policy is disregarded by Consultant or its employees and if harassment or discriminatory behaviour is directed towards and employee of the Regional Municipality of Wood Buffalo, the Municipality's representative will provide written notice of such occurrence(s). Should the practice continue, the contract may be terminated upon giving seven (7) days written notice of such termination.

**SCHEDULE A**  
**General Conditions**

GC. 18      Benefits

The Consultant shall not be entitled to any rights or benefits except as provided in this Agreement. This Agreement contains all provisions for payments to be made to the Consultant for services rendered under this Agreement. Any costs, fees, or benefits not provided for herein shall be the sole responsibility of the Consultant.