



**North
Battleford**

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Retail Market & Gap Analysis for the City of North Battleford & Trading Area Request For Proposal (RFP)

Issue Date: Wednesday, October 9, 2024

Due Date: Monday October 30, 3:00 pm

RFP#: ECDEV-2024-10-08

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SUMMARY OF KEY INFORMATION

RFP TITLE	<p>Retail Commercial Market & Gap Analysis for the City of North Battleford.</p> <p>RFP#: ECDEV-2024-10-08</p>
CONTACT PERSON	<p>The point of contact for this RFP is:</p> <p style="text-align: center;">City Clerk's Department City of North Battleford, SK, Canada E-mail: tenders@cityofnb.ca Phone: 306-445-1700</p>
INQUIRIES	<p>Please direct all inquiries by email to the contact person. Inquiries received by any other means may not be answered.</p>
SUBMISSION DEADLINE	<p>Submission Time is 3:00 pm, SK. Time, Monday October 30, 2024, or as indicated in the call for bids, unless otherwise amended by addendum.</p>
SUBMISSION LOCATION	<p>Proposals are to be submitted to:</p> <p style="text-align: center;">Market & Gap Analysis for the City of North Battleford.</p> <p style="text-align: center;">RFP#: ECDEV-2024-10-08</p> <p style="text-align: center;">City Clerk's Department City of North Battleford 1291- 101st Street PO Box 460 North Battleford, SK S9A 2Y6 via email to: tenders@cityofnb.ca</p>

SECTION 1 THE OPPORTUNITY

1.1 Summary

The City of North Battleford invites qualified firms to submit proposals for consulting services to conduct a **Retail Market & Gap Analysis** to assess current market conditions and identify gaps and opportunities in the business sectors within the city and its surrounding trading area (see section 2.4 for the specific scope).

North Battleford is the retail, service, commercial, recreation, and tourist hub for northwest Saskatchewan providing more amenities than other similarly sized cities.

North Battleford boasts excellent educational, health, telecommunications, cultural and sporting facilities, and accessible transportation (road, rail, airport).

The City is located at a major junction or hub along the provincial highway network. The “hub” includes interprovincial travel on the Yellowhead Highway 16 (northeast and southwest), Highway 4 (north and south), Highway 40 (east and west), Highway 29 (southwest), and Highway 26 just north of the City. Rail services in the region have a network spanning USA and Canada. In addition, North Battleford has convenient access to regional and international airport facilities.

North Battleford enjoys safe, plentiful, and inexpensive water supply coupled with a modern sewage plant with capacity to meet our future industrial, commercial, and household needs.

Competitive land prices are available for fully serviced industrial and commercial zones. There are eight First Nations Bands near by, the City is surrounded by, rich agricultural land and oil & gas under 20 minutes to the North.

The City of North Battleford features many parks, a golf course with views of the beautiful North Saskatchewan River Valley, as well as many well-maintained hiking and cross-country ski trails. Within 25 minutes, large lakes, swimming, fishing, hunting, numerous golf courses, over 480 km.'s of groomed snow mobile trails with 16 warm-up shelters, and downhill skiing with a double quad chair are just some of the regional amenities.

The focus for the study is the City of North Battleford with the intention of reducing leakage, identifying opportunities and improving investment readiness for the sectors.

Firms interested in this project must include a response for all the details requested in this document. The information provided in this document is intended to provide a general overview of the work required.

SECTION 2 INSTRUCTIONS TO PROPONENTS

2.1 Proposal Submission Instructions

The Proposal shall consist of the following:

- A scanned copy of the Proposal Submission Form and the Declaration of Disclosure Form.
- Proposals are limited to 25 pages, excluding forms, Pricing, Proposal Submission Form, Declaration of Disclosure Form, resumes, addendums, and appendices.
- The proposal must remain valid and open for acceptance for 90 days following submission.
- All reports must be in MS Word or Excel, and maps or drawings in PDF format.
- Ownership of all hard and digital copies must be transferred to the City upon project completion.
- Final reports must be submitted within two weeks of project completion.

2.2 Submission Deadline

Submit an electronic copy of the Proposal and any other documentation, as specified, to: tenders@cityofnb.ca.

Proposals will not be considered unless:

- received by the date and time specified Monday October 30, 2024, at 3:00 pm SK Time.
- received at the email address specified above
- contains the signed and scanned **Proposal Submission Form and Declaration of Disclosure Form** signed by an officer with authority to bind the Company.

Each Proponent, by submitting a signed RFP, acknowledges that the Proponent has read and completely understands, and accepts the terms and conditions of this RFP in full.

2.3 Summary of Key Dates

The following is a tentative schedule that will apply to this RFP but may change in accordance with the City's needs or unforeseen circumstances.

RFP issued:	October 09, 2024
Proposal submission deadline: 3 pm SK Time	October 30, 2024
Evaluation and selection of Proponents for RFP:	November 5, 2024
Discussion of Preliminary Findings:	December 21, 2024
Draft report:	March 15, 2024
Final report:	Within 2 weeks of City approval

Communication

The Proponent is requested to identify one senior individual by name, address, and telephone number who will act as the Proponent's primary contact with the City regarding this project

For information concerning the content of this RFP, please contact:

City Clerk Department
City of North Battleford
1291 101st Street, North Battleford, SK S9A 2Y6
306-445-1700
tenders@cityofnb.ca

2.4 Project Specific Scope of Work & Deliverables

INTRODUCTION

Understanding the City of North Battleford's business opportunities and identifying gaps in the market is critical for planning future land use and attracting investment.

This RFP seeks a comprehensive analysis that evaluates the business landscape, identifies gaps, and provides recommendations for future development based on market trends and population forecasts.

STUDY AREA

The study area for the City of North Battleford is defined by its municipal boundaries. However, the City serves as a B2B and B2C hub for the surrounding area with significant traffic along the highways that pass through the City.

To gain a clearer understanding of the potential market reach and define the "local" market, the primary focus of the City's Business Gap Analysis, includes both the city's boundaries and a realistic estimate of its broader trading area.

SCOPE OF WORK

The City seeks to engage qualified firms to conduct a comprehensive assessment of its business landscape, identify market gaps, and evaluate the effects of growth within the surrounding trade area. The selected firm will be responsible for inventorying and analyzing existing and potential sectors and benchmarking North Battleford's market against comparable communities. The City is open to proposals that suggest a lesser or greater scope of work, provided the firm demonstrates a clear understanding of the project's objectives and justifies any changes. Based on the analysis, the firm will be

expected to provide actionable recommendations with achievable goals for both the short term (2-3 years), medium term (3-5 years) and long term (5-10 years).

The selected firm will be responsible for delivering the following:

Trade Area Profile and Consumer Behavior Analysis:

- Identify the sectors and business categories that you will provide information on.
- Define the characteristics of the trade area and estimate market demand based on consumer behavior, demographic data and spending patterns by category and service usage, and economic drivers.
- Estimate the dollars that could be spent in the City of North Battleford for each sector and broken down by each category as well as any identifiable trends in spending.
- This will assist with understanding whether the market in a certain category is oversaturated or if there are opportunities for growth and identify both.
- Evaluate the current retail, and commercial market conditions in the City of North Battleford and its surrounding trading area.
- Analyze key competitors within and outside the trading area that could impact local market dynamics.

Sector Analysis:

Market Demand:

- Use an industry targeting system which can combine and interpret the results of leading/lagging and shift/share analysis considering factors such as location quotient, overall provincial growth, and relative local growth.
- This comprehensive system will aid in identifying sectors that warrant targeted focus and investment opportunities.

Inventory Assessment:

- The market analysis will inventory the current establishments in North Battleford, organized by sector and category.
- For each category within the sector, you will assess total inventory based on floor space, compare the size of that inventory to the overall market, and identify the number of establishments and their average store size.
- Additionally, the number of stores in each category will be compared to the total number across all categories.

Sales Productivity Benchmarking:

- Using the estimated square footage for each category, the analysis will calculate estimated annual sales based on appropriate sales productivity values.
- These values will serve as benchmarks for expected sales per square foot, which will vary by category.
- The analysis will determine the existing supply in each sector category. Instead of using a single productivity value per category, consider



developing a range or adjusting based on specific characteristics of stores (e.g., location, size, or brand). This could yield a more nuanced understanding of potential sales.

Existing and Competitor Analysis:

- Assess the performance of existing and competitors in the retail, wholesale, service and commercial sectors as part of the analysis.

Trend Analysis:

- Examining historical sales data and trends over time can provide insights into seasonality and changing consumer preferences, helping to forecast future sales more accurately.

Tourist and Visitor Spend:

- Include and assess the spending from tourists and visitors. Also determine the City vs. the regional including the First Nations spend, contributions and opportunities.

Gap and Surplus Analysis:

- Identify unmet needs and gaps in business offerings within the city using surplus/leakage, and the industry targeting system.
- Analyze underrepresented sectors and industries that present investment opportunities.
- Provide recommendations for industries and services that should be prioritized for development to meet market demand and enhance the local economy.

Competitive Benchmarking:

- Conduct a comparative analysis of peer cities or regions similar to the City of North Battleford in terms of population size, geographic proximity, and industry composition.
- Identify successful retail and commercial strategies that can be adapted to the City of North Battleford to enhance competitiveness and economic growth.

Stakeholder Engagement:

- Engage key stakeholders such as local business owners, commercial developers, and community leaders to gather insights and input.
- Conduct surveys to assess consumer preferences and community needs

Attraction Strategy:

- A strategy to attract businesses, including targeted recruitment efforts, a prospect list, and an attraction plan.
- Insights on trends and best practices transferable to North Battleford.
- Include recommendations to make the City more attractive to investments in these sectors
- A summary of supporting data for marketing purposes.

Final Report and Presentation:

- Provide a comprehensive final report that includes all findings, analyses, and recommendations for the city’s retail, and commercial future.
- Present findings to city officials and stakeholders in a clear and actionable format, including visual aids such as maps, charts, and development scenarios which may be offered virtually.

Deliverables

The following deliverables are expected from the selected firm:

Category	Deliverables
Key Deliverables	- Market and Gap Analysis Report: Comprehensive report with methodology, data sources, recommendations, and benchmarking.
	- Visual Presentation Materials: Maps, charts, and graphs supporting the analysis and recommendations.
	- Trade area profile: Define the characteristics of the trade area and estimate market demand
	- Concise summary: Brief summary of key findings for public communication.
	- Stakeholder engagement: Communication plan, and key message development.
	- Leakage Analysis: Report on inflow/outflow of sales, identifying consumer and commercial spending loss.
	- Attraction Strategy: Targeted recruitment plan with a prospect list and attraction strategy.
	- Presentation: Summary of the process, key findings, and recommendations with supporting data for marketing.
	- 2-week Updates: Regular check-ins to review progress and provide status updates.
Outcomes and Results	- Market Research: Identify trade area, service gaps, and growth impact on the City and in the surrounding region.
	- Spending Analysis: Analysis of consumer behavior and daily spending breakdowns (residents, regional visitors, tourists).



	- Business Inventory: Detailed inventory of existing offerings by type in North Battleford.
	- Gap Identification: Determine gaps in the business market for the City.
	- Stakeholder Engagement: Collection of data and trends through consultation with local businesses and business organizations.
	- Recruitment Plan: Develop a plan with target prospects, site developments, and marketing strategies.
	- Recommendations for Improvements and Investment: Suggestions for making the City more attractive to business.
	- Final Report and Presentation: Present findings to City officials with a final report and an implementation plan. May be done virtually.

2.5 Proposal Submission Requirements and Format

Proposal Submission Requirements and Format

Interested firms must submit a proposal that includes the following sections:

1. Title Page

- Include the RFP title, proponent’s name, address, phone number, email, and contact representative.
- Provide a one-page letter of introduction signed by an authorized representative, binding the proponent to the proposal statements.

2. Table of Contents

- Include a table of contents for easy navigation, with section titles and page numbers.

3. Executive Summary

- Summarize the proponent’s qualifications, relevant experience, and ability to deliver the project, including market gap analysis, budget management, and community engagement.
- Specify any confidential materials.

4. Project Approach

- Outline the methodology for conducting the market and gap analysis, and future land use recommendations.
- Include a project management plan, detailing the stakeholder engagement process, and identify potential risks with mitigation strategies.

5. Delivery Schedule

- Provide a work schedule with start and completion dates for key project activities and deliverables, aligned with the project timeline.

6. Team Composition

- Identify the project manager and key team members, with brief resumes highlighting their qualifications and relevant experience.

7. Previous Experience and Case Studies

- Provide examples of similar projects, that demonstrate expertise in market and gap analyses.

8. Schedule of Rates and Fees

- Offer a detailed breakdown of costs, including professional fees, travel, meetings, and other expenses for each task. Include any additional services not specifically itemized but deemed necessary.
- Fees quoted are to be in Canadian (CAD) funds and are to remain firm and irrevocable and open for acceptance by the City for a period of 90 calendar days after the Official Closing Time indicated in this RFP.

9. Reference Projects

- Provide two reference projects from the last five years that demonstrate experience with similar scope, value, and complexity, detailing challenges and solutions.

10. References

- Include at least two references from previous clients where similar work was completed.

11. Additional Information

- Add any supplementary information relevant to the proposal.

2.6 Terms of Payment

Invoices submitted by the successful firm shall include a purchase order number, project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task

2.7 Mandatory Professional Requirements

- Experience working within a set budget.
- Experience in community consultation and ability to facilitate if needed the process and discussion.
- Demonstrated ability to work successfully with multiple stakeholders, organizations and committees.
- Experience in developing resource tools and supporting documentation (i.e., reports, models, maps, storyboards, etc.) which can be used as part of presentations.

- Subcontractor use shall be clearly identified in the proposal. The primary bidder submitting the proposal will be considered responsible on behalf of all partners involved for the undertaking and deliverables related to the project.
- Key Members of the project must hold the proper education, licenses, and certifications.
- Two relevant and recent business/municipal references and if possible include high level project details (including budgets, timelines, constraints, etc.)

2.8 Compliance

Any deviations from the city's RFP document must be clearly defined and are subject to acceptance or rejection by the city at its sole discretion.

2.9 Evaluation Process

The City Administration intends to recommend the appointment of the Consultant on the basis of best overall value, as determined by the review of the proposals and fees. The Consultant appointment is subject to approval by the City Council.

EVALUATION CRITERIA

Proposals will be assessed against the following criteria. The City reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

- **Successful Project Experience and Qualifications (20%)** – The firm's experience with similar projects and the qualifications of the team members. The consultant's ability to showcase their knowledge and insight into how to deliver successful outcomes
- **Project Approach (35%)** – The proposed methodology, approach to the analysis, and overall understanding of the city's needs.
- **Cost (35%)** – The competitiveness and transparency of the cost proposal.
- **Timeline (10%)** – The proposed timeline and ability to meet the city's deadlines.



Evaluation Criteria		Weight Factor
1	Successful Project Experience and Qualifications	20
2	Project Approach	35
3	Cost	35
4	Timeline	10
	Total	100

2.10 Submission Requirements:

Vendors are to ensure they have read this RFP including appendices and include all other requirements outlined herein.

SECTION 3 STANDARD TERMS AND CONDITIONS

3.1 Definitions

Throughout this Request for Information, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP including amendments to the RFP.

“**Submission Location**” includes the location or email address for submissions

“**Submission Time**” means the closing time and date for this RFP.

“**Contract**” means the written agreement resulting from the RFP executed by the City and the successful Proponent.

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the City.

“**City**” means the City of North Battleford.

“**Must**”, or “**Mandatory**” means a requirement that must be met in order for a proposal to receive consideration

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP.

“Proposal” means a written response to the RFP that is submitted by a Proponent.

“Request for Proposal” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules, or exhibits and as may be modified in writing from time to time by the City by Addenda.

3.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. If electronic submissions are to be accepted, then a scanned copy of the Proposal Submission Form included in this RFP, including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, is acceptable.

3.3 Submission Proposal and Deadline

Proposals must be received **NO LATER THAN 3:00 pm, Saskatchewan Time on Monday, October 30, 2024.**

- a) Proposals must be submitted before Closing Time to the email address provided on the cover sheet using one of the submission methods set out in this RFP. The Proponent is solely responsible for ensuring that the City receives a complete proposal, including all attachments or enclosures, before the Closing Time. Please notify the specified contact if alternative methods of delivery for proposal documents are required.
- b) For electronic submissions:
 - i. The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time.
 - ii. The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider).
 - iii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions to reduce attachment file size to be



- within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g., “email 1 of 3, email 2 of 3...”).
- iv. For email proposal submissions sent through multiple emails the City reserves the right to seek clarification or reject the proposal if the City is unable to determine what documents constitute the complete proposal.
 - v. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted, and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
 - vi. For email proposal submissions, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
 - vii. The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
 - viii. The Proponent bears all risk associated with delivering its proposal by electronic submission including, but not limited to, delays in transmission between the Proponent’s computer and the City’s email system.
 - ix. While the City may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the City’s electronic mail system rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the City’s Contact listed in Section 3 of this RFP immediately to arrange for an alternative submission method if:
 - i) The Proponent’s email proposal submission is rejected by the City’s electronic mail system; or
 - ii) The Proponent does not receive a response email from the City confirming receipt of the email and all attachments prior to one hour before the closing time of the RFP.

- x. An alternate submission method may be made available, at the City's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

3.4 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create, or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

3.5 Withdrawal of Proposal

A Consultant may withdraw a submitted proposal at any time up to the official closing time by e-mail or letter bearing a signature as in the original proposal and requesting that their proposal be withdrawn. Withdrawal requests received after the time of closing will not be permitted.

3.6 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.7 Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times. The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the City in order to obtain access to confidential materials relevant to preparing a proposal.

All correspondence, documentation, and information provided by City staff to any Proponent in connection with, or arising out of this Request for Information (RFP) or the acceptance of any proposal:

- remains the property of the City.
- must be treated as confidential.

- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

3.8 Municipal Freedom of Information and Protection of Privacy Act

The Proponent acknowledges that any Proposal, Detailed Work Plan, and Pricing (the “Bid Submission”) submitted shall become a record belonging to the City of North Battleford and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law gives individuals, businesses, and other organizations a legal right to request records held by the City, subject to specific limitations.

The Proponent should be aware that it is possible that any records provided to the City including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials, or information about staff, parties to the Bid Submission, or suppliers could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the City in making a determination on release, if a request is made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to City Council.

All correspondence, documentation, and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent’s Bid Submission.

3.9 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any City employee, Council member, or member of a City agency, board or commission, or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City’s sole satisfaction.

If during the evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent

will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

3.10 No Lobbying

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the City, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

3.11 Non-Collusion

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right to disqualify the proposal or terminate any ensuing Agreement.

3.12 The City's Right to Accept or Reject

The City of North Battleford reserves the right to reject any or all proposals, including without limitation the lowest RFP. The City also reserves the right to award the Contract to whomever the City of North Battleford in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

The City of North Battleford shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparing of its proposal.

Without limiting the generality of the foregoing, the City of North Battleford reserves the right, in its sole and absolute discretion, to accept or reject any proposal which in the view of the City of North Battleford is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the City of North Battleford considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the City of North Battleford.

Criteria which may be used by the City of North Battleford in evaluating proposals and awarding the Contract are in the City of North Battleford's sole and absolute discretion and without limiting the generality of the foregoing, may include one or more of: price; total cost to the City of North Battleford; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; ability of the Proponent to ensure continuous

availability of qualified and experienced personnel; the Project Schedule and Plan; the proposed Labour and Equipment; and the proposed Supervisory Staff.

Should the City of North Battleford not receive any proposal satisfactory to the City of North Battleford in its sole and absolute discretion, the City of North Battleford reserves the right to re-advertise the Request for Proposal or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Proponents.

3.13 Liability for Errors

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

3.14 Proposal Evaluation Criteria

Proposals will be assessed in accordance with the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent. The City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members of the City and others, when applicable, and the Evaluation Team will contact those Proponents for interviews, if they deem necessary.

The City reserves the right to shortlist Proponents to a number of the top scoring Proponents. These short-listed Proponents must be prepared to: answer questions on their proposal submission; clarify their proposal, including a written response to a request for clarification, which shall then form part of the Proponent's proposal; cooperate with the City with respect to interview scheduling, if required; and any other requirements as requested by the City. The lowest cost or highest scoring proposal will not necessarily be accepted.

3.15 Disqualification of Proposals

Proposals which are incomplete or do not meet any of the requirements specified, or received after the Proposal Submission deadline, as received by the City on the date, time and place as outlined in this document will not be considered. Proponents are solely responsible for ensuring that proposals are delivered as required.

3.16 No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted proposals will be permitted. Proponents may withdraw their proposal prior to the closing date and time by notifying the City in writing. Proponents who have withdrawn a proposal may submit a new proposal which must be received by the City under the same terms as outlined in this document. After the closing date and time, the proposal is binding on the Proponent. If the City requires clarification of a Proponent's proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's proposal.

3.17 Proposal Documents and Site Examination

All Proponents, before submission of their proposal, shall have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work. Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify the City. If required, an addendum will be issued for clarification.

3.18 Addendum

An addendum, should one be necessary, will be posted electronically through SaskTenders or the City website. It is the responsibility of the Proponent to verify if any addendums have been posted. The City reserves the right to revise this RFP up to the Proposal Submission Date. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued the date for submitting Proposals may be changed by the City if, in its opinion, more time is necessary to enable Proponents to revise their proposals. The Addendum shall state any changes to the Proposal Submission Date; all terms and conditions which are not modified shall remain unchanged. All Proponents must acknowledge receipt of RFP documents and all Addenda in their proposal.

3.19 Period of Validity of Proposals and Agreement

Unless otherwise specified, all proposals submitted shall be irrevocable for ninety (90) calendar days following the closing date.

3.20 Provisional Items

Items listed as provisional may or may not be included in the Contract Award.

The City reserves the right to diminish all, or any portion of the items listed as provisional at any time before, during, or after the Contract Award and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

3.21 Contractor/Consultant/Service Provider Performance Evaluation

The City at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the City. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the City may suspend the rights of any Proponent to bid on future requests for bids.

3.22 Resource Commitments

The successful Proponent must make available the appropriately skilled employees, consultants, or subcontractors, as appropriate, to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill, and efficiency. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses, and certifications where necessary.

3.23 Subcontractors

Unless the RFP states otherwise, the City will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The City will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor, or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Municipal Contact

prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

3.24 Negotiations

The City may award a contract on the basis of initial Proposals received, without further discussions. Therefore, each Proposal should contain the Proponent's best terms and information, including all required documentation, as listed in the RFP. The City reserves the right to enter into discussion/negotiations with the selected Proponent. If the City and the selected Proponent cannot negotiate a satisfactory Contract, the City may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with the process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the City arising from such negotiations.

3.25 Legislative and Licensing Requirements

All Proponents shall comply with all legislation and regulations, which are or may become applicable to the services provided.

3.26 Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City on substantially the same terms and conditions set out in Appendix A, which forms part of this RFP, and such other terms and conditions to be finalized to the satisfaction of the City, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

3.27 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty days of notification of the successful Proponent, the City may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

3.28 Legal Entities

The City reserves the right in its sole discretion to:

- Disqualify a proposal if the City is not satisfied that the Proponent is clearly identified.
- Request, prior to entering into a Contract with a Proponent, that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the City that the Proponent has the power and capacity to enter into the Contract.
- Not to enter into a Contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal.

3.29 Intellectual Property Rights

The City will retain the intellectual property rights including patents, copyright, trademark, concept design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in this contract.

Proposals regarding these rights should not be limited to the City in response to this Request for Proposal and will not be considered in the evaluating responses.

3.30 Insurance

Insurance appropriate to the work being done will be discussed and agreed to by the firm and the City prior to the work starting. In the proposal identify the applicable insurance coverage in your opinion.

Without restricting the generality of Indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the Contract and any subsequent maintenance period. The Proponent shall provide the City of North Battleford with proof of insurance in the form of a certificate of insurance or, if required by the City, a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the City prior to commencement of any work being performed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent until 90 days after written notice by registered mail of such change or cancellations has been delivered to the City of North Battleford. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the bidder's policy.

There are to be no lapses in insurance at any time during the Contract. Failure for the Proponent to keep/maintain its Certificate of Insurance current will result in the Contract being terminated.

The following are the minimum insurance requirements of the City of North Battleford, in Canadian dollars:

The Proponent must, without limiting the Proponent's obligations or liabilities and at the Proponent's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Saskatchewan in forms and amounts acceptable to the City.

Commercial General Liability

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- A limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000
- Add the Corporation of the City of North Battleford as an additional insured with respect to the operations of the Named Insured
- The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- If you are planning to have an on-site visit: Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- Products and completed operations coverage
- Broad Form Property Damage
- Contractual Liability
- Owners and Contractors Protective
- The policy shall provide 30 days' prior notice of cancellation

Professional Liability Insurance

The proponent shall take out and keep in force Professional Liability insurance of \$5,000,000 providing coverage for acts, errors, and omissions arising from their professional services performed under this Agreement. The policy deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Saskatchewan and acceptable to the City of North Battleford.

Automobile Liability Insurance (only applicable if an on-site visit is planned)

Standard Form Automobile Liability Insurance that complies with all requirements



of the current legislation of the Province of Saskatchewan, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated, hired, or leased by the contractor.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days (about one and a half weeks) prior to contract commencement.



APPENDIX A: PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL No. RFP#: ECDEV-2024-10-08

PROJECT: Retail and Commercial Market & Gap
Analysis for the City of North Battleford & Trading Area

CLOSING: Monday October 30, 3:00 pm

I/WE hereby submit my/our proposal for the provision of the services as described within the request for information document for the above, named project. I/WE have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data. I/WE agree, if selected, to provide those goods and/or services to the City in accordance with the terms, conditions and specifications/terms of reference contained in the Proposal Document and in our submission.

I/WE agree that we are in receipt of addendum _____ to _____ inclusive, and the Proposal Price includes provisions set out in such addendum. I/WE agree that the undersigned is/are authorized and empowered to sign and submit this proposal.

THE HIGHEST SCORING PROPONENT OR ANY PROPOSAL NOT NECESSARILY ACCEPTED AND THE CITY RESERVES THE RIGHT TO AWARD ANY PORTION THEREOF

Proponent's Legal Name _____

Street Address _____ City _____ Postal Code _____

Print Name of Person Signing for Company _____

Print Title of Person Signing for Company _____

Email address _____ Phone No. _____

Signed at _____ this day of _____, 2024.

Signature of Person Signing for Company _____

THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER



APPENDIX B: DECLARATION OF DISCLOSURE

To: **CITY OF NORTH BATTLEFORD**

Name of Company: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Request for Information or in the Contract.

I/WE FURTHER DECLARE that this Request for Information is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no City employee, or member of Council (or their families) is, or will become, interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the RFP are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the RFP, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this RFP is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the City may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date: _____