

Battleford Region Emergency Management Group (BREMGM)	Request for Proposals
The Battlefords Regional Community Coalition and the City of North Battleford in partnership with other Regional Partners	Regional Emergency Response
	RFP #: REMP 2022-01

RFP ISSUE DATE: June 2, 2022

DEADLINE FOR QUESTIONS / INQUIRIES: June 15, 2022 4:00 PM CST

CONTACT PERSON: Stacey Hadley, City Clerk
Legislative Services Department
Telephone: 306.445.1719
Email: cityclerk@cityofnb.ca

CLOSING DATE & TIME: June 30, 2022 4:00 PM CST

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted electronically to the Contact Person named above, and must identify the RFP and Proponent, including signature of authorized representative of the Proponent, in accordance with the requirements set out in this RFP.

Regardless of submission method, Proposals must be received before Closing Time to be considered.

PROPOSANTS' MEETING: A Proponents' meeting will NOT be held.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPOSANT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE:

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1 SUMMARY OF THE OPPORTUNITY

The City of North Battleford on behalf of the itself, the Town of Battleford, the RM of North Battleford No. 437 and the BRCC representing the following First Nations Little Pine First Nation, Lucky Man First Nation, Moosomin First Nation, Saulteaux First Nation, Sweetgrass First Nation (together functioning as the BREMG) wish to engage a qualified consultant to develop hazard, function, and government area specific response and mitigation plans and examine the emergency management function as part of Regional Emergency Program for effectiveness in delivering emergency management services to the community while ensuring that at a minimum the legislated responsibilities, as set out under the Saskatchewan Emergency Planning Act (the "*Act*") and applicable regulations are met in manner that is cost effective and which provides a valuable service to residents. The City will house the contract but it will be working closely with the BREMG to administer the work.

Under the *Act*, municipalities are responsible for the direction and control of its emergency response and prepare local emergency plans respecting preparation for, response to, and recovery from emergencies and disasters. Local First Nations also have or are in the process of completing plans. The Regional need to establish an emergency management program service within the area that ties together the local emergency plans into a regional plan that can be implemented when an emergency goes beyond the capability of a single community and regional assistance is required.

Although the BREMG is evaluating the proposal, any contract awarded will be awarded through the City of North Battleford.

This request for proposals describes the scope of work to be completed, the process, proposal format, and how the Consultant will be selected. The project final deliverables are to be completed by November 15, 2022.

Further details as to the scope of this opportunity and the requirements can be found in this RFP.

2 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

ADDENDA means all additional information regarding this RFP including amendments to the RFP;

BRCC is an organization consisting of Little Pine First Nation, Lucky Man First Nation, Moosomin First Nation, Saulteaux First Nation, Sweetgrass First Nation, the City of North Battleford, and the Town of Battleford.

BREMG means the BRCC members and the RM of North Battleford No. 437

CLOSING LOCATION includes the location or email address for submissions indicated on the cover page of this RFP.

CLOSING TIME means the closing time and date for this RFP as set out on the cover page of this RFP;

CONTRACT means the written agreement resulting from the RFP executed by the City of North Battleford and the successful Proponent;

CONTRACTOR means the successful Proponent to the RFP who enters into a Contract with the City of North Battleford;

CONTACT PERSON means the individual named as the contact person for the City of North Battleford in the RFP title page;

CITY means the City of North Battleford

First Nations means Little Pine First Nation, Lucky Man First Nation, Moosomin First Nation, Saulteaux First Nation, Sweetgrass First Nation

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 PROPOSALS 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 by Addenda; and

SHOULD, MAY or **WEIGHTED** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2.2 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. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, City acting for the BREMG receives a complete Proposal, including all

attachments or enclosures, before the Closing Time.

- b) For electronic submissions (email), Sask Tenders the following applies:

- (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

- (ii) Proposal shall not exceed 20 pages (not including cover page, table of contents and appendices) *in length*
- (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 allowed by a email system, 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 acting for the BREMG may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, 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.
- d) 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.
- e) 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 Electronic Mail System or through Sask Tenders.
- f) 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 Contact Person 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 an automated response email from the City confirming receipt of the email and all attachments within a half hour of the time the email Proposal submission was sent by the Proponent.
- g) An alternate submission method may be made available, at the City's discretion, commencing one 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 BREMG 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.

2.4 Additional Information (Addenda)

All Addenda will be emailed to Proponents. It is the sole responsibility of the Proponent to check for Addenda via email. Proponents are strongly encouraged to email notification to receive notices of Addenda.

2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and returned unopened.

In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not.

2.6 Proposal Validity

Proposals will be open for acceptance for at least sixty (60) days after the Closing Time.

2.7 Firm Pricing

Prices will be firm for the entire Contract period and the contractor is bound to the pricing submitted.

2.8 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.

2.9 Withdrawal or Modifications to Proposals

By submitting a clear and detailed written notice to the Contact Person, the Proponent may amend or withdraw its Proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable.

The Proponent will not change any part of its proposal after the Closing Time unless requested by the CITY for purposes of clarification.

2.10 Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, 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 a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the BREMG 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 there might be a conflict of interest, the Proponent should consult with the City 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.
- b) 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 or

contractor, including members of the evaluation committee and any elected officials of the BREMG organizations, or with the media, may result in disqualification of the Proponent.

2.11 Subcontractors

- a) 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 of North Battleford 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.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c) 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 BREMG 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 Contact Person 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.
- d) Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the City of North Battleford.

2.12 Evaluation

- a) 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 BREMG is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

2.13 Contract

- a) By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the City of North Battleford on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the City, if applicable.
- b) 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.

2.14 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the City of North Battleford within thirty (30) 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.

2.15 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the City.

2.16 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 of North Battleford, 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.

2.17 Limitation of Damages

By submitting a Proposal, the Proponent waives any claim for loss, damages or expense, including anticipated profit, suffered or incurred if no Contract is made with the Proponent. By submitting a Proposal, the Proponent agrees to all terms and conditions of this RFP.

2.18 Liability for Errors

While the BREMG 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 BREMG, 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.

2.19 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the BREMG in any way to award a Contract.

The award of a Contract resulting from this RFP may be subject to BREMG and/or North Battleford approval and budget considerations.

2.20 No Implied Approvals

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, First Nations or municipal statute, regulation or bylaw.

2.21 Not a Tender Call

This is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract made by the BREMG.

2.22 Legal Entities

The City reserves the right in its sole discretion to:

- a) disqualify a Proposal if the City is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request 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;

- d) 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; and
- e) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the BREMG's satisfaction.

2.23 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarifications from a Proponent with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Proposal;
- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

2.24 Ownership of Proposals

All Proposals and other records submitted to the City in relation to the RFP become the property of the City acting for the BREMG and, subject to the provisions

of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence.

2.25 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a Proposal.

2.26 Confidentiality Agreement

- 2.1 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.
- 2.2 STATEMENT OF CONFIDENTIALITY

To protect the confidentiality of City sanctioned projects, all information obtained by the consultant shall not be disclosed to anyone except personnel authorized by the City. As well, all public communications and/or media inquiries regarding the subject property will be made through the appropriate City Department. Under no circumstance should the consultant disclose or discuss any information pertaining to the work to any member of the public or media without prior written approval. Breach of confidentiality may result in termination of the consultant's contract and legal action taken.

2.3 Publicity

After the date of issue of this RFP, the City requests that Proponents not issue any media release or other public announcement or engage in public consultation disclosing the details of its Proposal without the prior written consent of the City. The City may reject a Proponent that does not comply with this request.

2.4 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate Proposal.

2.5 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any

subcontractors. If the RFP requires Proponents to provide the BREMG with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the BREMG. Such written consents should specify that the personal information may be forwarded to the BREMG for the purposes of responding to the RFP and used by the BREMG for the purposes set out in the RFP. The BREMG may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made,

Proponents will immediately supply such originals or copies to the BREMG.

2.6 Trade Agreements

This RFP is covered by trade agreements between the BREMG and other jurisdictions, including the following:

- a) Agreement on Internal Trade;
 - b) New West Partnership Trade Agreement;
- and

For more information, Proponents may contact the Contact Person.

3 SITUATION / OVERVIEW

3.1 Invitation to Submit Proposal

The City is seeking proposals from suitably qualified consultants to review the BREMG's local emergency management functions, associated plans and bylaws; to develop a regional emergency plan that doesn't change the local plans but brings them together to create a regional emergency plan that would assist the communities of the BREMG to work together in larger emergency situations; and to recommend changes (if necessary) to increase program efficiency and effectiveness to ensure that it meets or exceeds the requirements of the Saskatchewan Government for Emergency Management Planning.

3.2 Background

The BREMG consists the Battlefords Regional Community Coalition (consisting of Little Pine First Nation, Lucky Man First Nation, Moosomin First Nation, Saulteaux First Nation, Sweetgrass First Nation, The City of North Battleford and Town of Battleford) and the R.M. of North Battleford no.437. The communities are located alongside the North Saskatchewan River and have an approximate population of 30,000 people. The area is predominantly agriculturally based complimented by oil and natural gas and power production.

This data will be provided to the successful proponent as it comes available to assist with the development of community evacuation and response plans as they relate to overland flooding and any disasters that occur within First Nations or municipal boundaries that may impact the surrounding communities.

3.2.1 Related / Supporting Documents

Any supporting documentation required by the Proponent will be made available through request.

4 SCOPE

It is expected that upon reward of this project, the successful Proponent will be able to begin this project immediately for all plans/components/deliverables required for the completion of the project are due no later than November 15, 2022.

4.1.1 The Services

The BREMG requires the services of an experienced and qualified Consultant to provide the services as identified under Deliverables.

4.1.2 Summary of Deliverables

The Consultant shall be required to provide the BREMG with individual binders and electronic copies in both Word and PDF formats for each of the plans listed below:

1. Develop a hazard, risk, vulnerability assessment for regional issues with at least the following :
 - (a) hazard specific plans and checklists related to:
 - (i) Ammonia and anhydrous leaks;
 - (ii) Railway or other Transportation Issues including the regional airport
 - (iii) Major Grass Fires
 - (iv) Sever weather, for example major winter storms, tornadoes, massive flooding, etc.
 - (v) Major Power Outages
 - (vi) Water Quality Issues;
 - (vii) flood plan;
 - (viii) large complex fire;
 - (ix) HAZMAT procedures;
 - (x) Pandemic response; and
 - (xi) Mitigating the large grassfires which would increase the hazards of flooding and avalanches.
 2. Functional specific plans which include:
 - (i) evacuations, including people with disabilities or mobility issues;
 - (ii) a practical and user-friendly emergency operations centre procedural guide; and
 - (iii) emergency communications.
 3. Development of a structure for regional EOC (electronic and traditional). The process for activating and running of that centre and determination of who is involved in the operations of a regional facility.
 4. Engage residents to obtain their feedback as well as educate them on the importance of emergency preparedness;
 5. Develop the BREMG's local Emergency Social Services (ESS) Plan and provide recommendations on how the program can be implemented in conjunction with the Provincial and First Nations ESS Plans;
 6. Review the Existing Emergency Management Plans and Emergency Social Services Plan for effectiveness and to ensure that the BREMG's legislated responsibilities are being met, as set out under the Emergency Program Act (the "Act") and Local Authority Emergency Management Regulation, and recommend changes (if necessary) to increase program efficiency and effectiveness for the BREMG;
 7. Inventory current training levels to identify shortfalls within the BREMG and to develop an EOC staffing plan; and
The above plans should:
 - include an assessment of relative risk of occurrence and the potential impact on people and property in the event of an emergency or disaster as identified under section 10. (a); and
 - incorporate the resources provided by the BREMG and other levels of government or non-government bodies.
 - (b) function specific plans which include:
 - (i) evacuation plans, including evacuation routes and mapping, with input from BREMG staff, senior living facilities, and health facilities;
 - (ii) a practical and user-friendly regional emergency operations centre procedural guide for both a traditional EOC and a Virtual one; and
 - (iii) emergency communications.
- 8.

4.1.3 Contractor's Approach

At a minimum the contractor will use the apply the following approach in their work

1. Meet with City and other BREMG staff to review and potentially refine the contemplated scope of work;
2. Engage local stakeholders the BREMG and Emergency Management staff, partner agencies (e.g. BREMG Search and Rescue, Prairie North Health Region, etc.), institutions (e.g. local schools and churches), multi-family developments, industry to obtain their feedback and integrate their plans with the Regional Plan;
3. Review the Existing Emergency Management Plans and Emergency Social Services Plan for effectiveness and to ensure that the BREMG's legislated responsibilities are being met, as set out under the *Emergency Program Act* (the "Act") and *Local Authority Emergency Management Regulation*, and recommend changes (if necessary) to increase program efficiency and effectiveness for the BREMG;
4. Engage residents to obtain their feedback as well as educate them on the importance of emergency preparedness;
5. Facilitate discussions with senior living facilities to provide general information on evacuation planning for people with disability or mobility issues;

4.1.4 Enquiries / Contact Person

All enquiries specific to this RFP shall be made in writing and directed to, as the Contact Person:

Stacey Hadley, City Clerk
Legislative Services Department, 1291 – 101st St North Battleford, SK S9A 2Y6
[Email: cityclerk@cityofnb.ca](mailto:cityclerk@cityofnb.ca)
Phone: 306.445.1719

If there is a discrepancy between the Contact Person listed on the cover of this RFP and this section, the Contact Person listed in this section shall prevail.

4.1.5 RFP Timelines

- RFP Release Date: June 2, 2022
- Deadline for Enquiries: June 15, 2022 4:00 PM CST
- RFP Closing Time: June 30, 2022 4:00 PM CST
- Notice of Award: On or before July 22, 2022
- Project Completion/Delivery: November 15, 2022

4.1.6 Submission Particulars

Sealed Proposals must be clearly marked with the RFP name and number as provided on the cover page and page headings of this RFP and submitted to the Contact Person prior to the Closing Time. Please note, anyone intending to submit their proposal by courier should send their proposal should ensure adequate delivery time.

4.1.7 Opening of Proposals

There will be no public opening for this RFP. Proposals may be opened by the City of North Battleford at any time after the Closing Time deadline. All Proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the offerors best fulfills the needs of the BREMG and this project.

If there a discrepancy between the Closing Time listed on the cover of this RFP and this section, the Closing Time listed in this section shall prevail.

4.1.8 Contract Purchasing Policy

This RFP process will follow The City of North Battleford Purchasing Policy and aligns the BREMG's approach to procurement with the "Values and Norms of Ethical Behaviour" and the "Rules of Conduct" as stated in the Professional Code of Ethics established by the Purchasing Management Association of Canada (PMAC).

4.1.9 Confidentiality

Proponents are advised that parts or all of their Proposals may be subject to the provisions of Saskatchewan *Freedom of Information and Protection of Privacy Act*. Proponents who wish to ensure that particular parts of their Proposal are protected from disclosure under this *Act* should specifically identify any information or records provided with their Proposals that constitute trade secrets, that are supplied in confidence and the release of which could significantly harm their competitive position. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information. While the *Act* offers some protection for third party business interests, the City cannot guarantee that any confidential information provided in a Proposal shall be held in confidence if a request for access is made under the *Act*.

4.2 Contract Terms and Conditions

The successful Proponent will be required to enter a written Contract with the City of North Battleford. If a written Contract cannot be negotiated within thirty (30) days of notification to the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate 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.

Proponents should review carefully the terms and conditions set out in in this RFP.

5 REQUIREMENTS

For a Proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in the RFP.

This section includes "Response Guidelines" which are intended to assist Proponents in the development of their Proposals in respect of the weighted criteria set out in Section 8.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the BREMG's expectations.

Please address each of the following items in your Proposal in the order presented

5.1 Proponent Capabilities

Proponents should meet the following requirements to demonstrate they are capable of delivering the services described in the RFP.

5.1.1 Relevant Experience

Proponents must include a description of the Proponent's company, purpose and history of successes.

Project Team. Proponents must identify each key personnel proposed to perform the Proponent's work, outlining their intended roles in meeting the Requirements, and attach as an additional Appendix, a curriculum vitae (CV) for each key proposed personnel and a complete organization chart, identifying all roles and areas of responsibility. Proponents must state the knowledge and experience of each proposed team member, including all subcontractors. Project teams that do not provide these minimum professional requirements must provide rationale as to why the team composition diverges from such requirements.

Subcontractors. Please review Section 11 if Proponent intends to use a subcontractor as part of the Project Team for delivering the services identified in this RFP.

Demonstrate Knowledge and Experience. Preference will be given to Proponents whose consulting teams demonstrate knowledge and experience related to the Scope of this RFP.

Support Documentation. Proponents must provide images, descriptions and dollar values of past projects that are relevant to this RFP.

5.1.2 Reference

Proponents must provide a minimum of three (3) references (e.g. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the Proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The City acting for the BREMG may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The City reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the City or other verifications as are deemed necessary by it to verify the information contained in the Proposal and to confirm the suitability of the Proponent.

Further to the City's reservation of rights, if the Proponent is deemed unsuitable by the City acting for the BREMG in its sole discretion due to unsatisfactory references, or if the Proposal is found to contain material errors, omissions or misrepresentations, the Proponent's Proposal may be rejected.

5.1.3 Response Guidelines

- a) Name a contact person for the Proponent, and include this person's address, phone and fax numbers, and email address. This information will not be evaluated but will be used to contact the Proponent as required.
- b) Provide a minimum of three (3) references specific to the experience cited, each of which includes a contact name, phone number and email address.
- c) Describe how the Proponent will meet the environmental requirements set out in Section

6 PROPOSAL APPROACH

6.1 Proposal Overview

Proposal should contain a brief executive summary and describe how the Proposal meets the requirements set out in Schedule A (Services).

6.1.1 Proposed Methodology (Work Plan)

Describe the approach to meeting the Requirements specified in this RFP, particularly including:

- a) A "Work Plan" that clearly itemizes a list of tasks the team member(s) will be completing; a brief description of the team member(s) activity/role, and the estimated hours for such task; estimated total hours for each team member; and the estimated total hours for each task.
- b) A detailed description of the proposed Work Plan addressing the delivery schedule of the services as set out in this RFP.
- c) A description of the assumptions made in the proposed Work Plan;
- d) A description of any anticipated issues and challenges, and proposed solution(s).

6.2 Price

Prices quoted will be deemed to be:

- a) in Canadian dollars;
- b) inclusive of duty, FOB destination, and delivery charges where applicable; and

- c) exclusive of any applicable taxes.

7 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page.
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

8 EVALUATION

Evaluation of Proposals will be by a committee formed by the BREMG and may include employees and contractors of the BREMG and other appropriate participants.

The City's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

8.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria is as follows:

- The Proposal must be received at the Closing Location before the Closing Time.
- The Proposal must be in English.
- The Proposal must be submitted using one of the submission methods set out on the cover page of the RFP
- The Proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

8.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Fig. 2

Weighted Criteria	(A) Weight	(B) Score	(A x B) Weighted Score
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Qualifications & Relevant Experience <ul style="list-style-type: none"> - Demonstrates experience and capability to deliver services, including references. - Quality of Proponent's work based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work. - Experience working with First Nations. 	10%		
Project Team <ul style="list-style-type: none"> - Demonstrates qualifications and capability of key personnel. 	15%		
Understanding of Project & Proposed Methodology <ul style="list-style-type: none"> - Understanding of project requirements, scope of work and deliverables - Detailed methodology in addressing scope of work and deliverables in each component of the plan and procedures for Sparwood specifically - Identify any potential options or changes to outlined approach that could be advantageous to the BREMG. 	15%		
Work Schedule <ul style="list-style-type: none"> - Format, clarity and quality of proposed work plan and schedule detailed by major part and each key task. - Realistic timeline and ability to meet deadlines. - Anticipation of seasonal delays and information feedback requirements. 	10%		
Price <ul style="list-style-type: none"> - Costing of each major part and key task to complete the Project. - Lowest bid will not necessarily be accepted. 	40%		
Quality of Submission <ul style="list-style-type: none"> - Overall quality, completeness and articulation of the Proposal in order to enable the evaluation committee to readily assess the Proponent's experiences and capabilities. 	10%		
TOTAL	100%		

Rating	Description
5	Exceeds Expectations. Proponent clearly understands the requirement. Excellent probability of success.
4	Very Good. Substantial applicability.
2-3	Good. Meets expectations. Proponent demonstrates a good understanding of the requirements. Good probability of success.
1	Fair. Somewhat meets expectations. Minor weakness and/or deficiencies. Fair probability of success.
0	Low. Non-compliant. Response indicates a complete misunderstanding of the requirements. Very low probability of success.

Proponents that do not meet a minimum score of Fair within a weighted criterion will not be evaluated further. The evaluation committee will not be limited solely to the categories or criteria referred to above. The evaluation committee may consider other criteria that it identifies as relevant during the evaluation process.

8.3 Price Evaluation

Price evaluations shall be conducted using the weighted criteria.

9 CONTRACT AGREEMENT

By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the BREMG on substantially the same terms and conditions as outlined in this request

10 Fee Structure

The Consultant is to provide, at minimum, costs to deliver each of the items outlined in Schedule A. Fees and disbursements will be billed at rates shown in the Proposal. The Consultant shall not exceed the amount shown in their Proposal without prior, written approval from the City of North Battleford.

- GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the City. All other applicable taxes are to be included in the Contract Fee.
- Proposals should include a budget as well as a rate per hour for additional consulting upon request. Proposals should include a budget that identifies expenses associated with the proposal, including, but not limited to, consulting, reporting, presentations, community and stakeholder consultation, travel and ancillary expenses.

Changes in scope requiring fees beyond the total fee as shown in the Proposal must be authorized by the City of North Battleford before additional work begins. Scope changes will be authorized with a formal Change of Scope signed by the City of North Battleford and the successful Proponent.

11 USE OF SUBCONSULTANTS

The Consultant agrees to employ those sub-consultants and to supply the Services identified in its Proposal at the time of signing of this Agreement. The Consultant agrees that it has the responsibility for the complete coordination of all professional Services rendered to the BREMG by the Consultant or by its sub-consultants on the Project.

- (1) Any sub-consultants used by the Consultant must be identified in the Consultant's Proposal and approved in advance by the BREMG.
- (2) All costs associated with any sub-consultants required to supply the services identified in the Scope of Work are to be included in the Fee Schedule.