

# **REQUEST FOR PROPOSAL**

## **SOUTHEAST SUNDRE AREA STRUCTURE PLAN REVISIONS**

**SUBMISSION DEADLINE:**

**FRIDAY, SEPTEMBER 10, 2010 at  
12:00:00 Hours Mountain Standard Time**

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## SECTION 1 – INSTRUCTION TO PROPONENTS

### 1.0 INVITATION TO SUBMIT PROPOSAL

Mountain View County invites proposals from qualified professional planning firms to complete revisions to the existing Southeast Sundre Area Structure Plan.

Date Issued: Wednesday, August 18, 2010  
Closing Date: Friday, September 10, 2010  
Closing Time: 12:00:00 hours MST

#### **Indicate Request for Proposal description on all correspondence.**

- Mountain View County reserves the right to exclude any of the major components of the project description outlined above, and delete the corresponding fees, without penalty.
- The County reserves the right to request additional information from any Consultant submitting a proposal.
- The County reserves the right to decline acceptance of any, or all of the proposals submitted in response to this invitation.
- The County reserves the exclusive right to review each proposal on its own merits, according to criteria solely established by Mountain View County.
- The County is not bound to accept the proposal that includes the lowest rates and fees.
- The County reserves the right to determine if all proposals have been remitted, in accordance with the terms and conditions outlined in the Invitational Letter and in this RFP.
- The County reserves the right to present all information contained in a proposal to Council during a meeting that is open to the general public.
- The County reserves the right to execute a Legal Services Agreement with the successfully appointed Consultant, which will become effective as of the date signed.

### 1.2 INQUIRIES

All communication in regard to the contractual relationship contemplated in this RFP shall be directed to:

Douglas Plamping, Chief Administrative Officer  
Postal Bag 100  
Didsbury, AB T0M 0W0  
403-335-3311 or  
doug.plamping@mountainviewcounty.com

All communication with regard to the content of the proposal shall be directed to:

Diana L. Hawryluk, RPP, MCIP  
Director of Planning and Development  
Postal Bag 100  
Didsbury, AB T0M 0W0  
403-335-3311 x166 or  
diana.hawryluk@mountainviewcounty.com

### 1.3 PROPOSAL SUBMISSIONS

The Proponent shall provide **two (2) copies** of their proposal. The Request for Proposal submissions shall be sealed and enclosed in envelopes or containers marked with the Request for Proposal description and addressed to:

Diana L. Hawryluk, RPP, MCIP  
Director of Planning and Development  
Postal Bag 100  
Didsbury, AB T0M 0W0

Proposals must be received at the front Reception and/or Planning Department desk at the predetermined time and date set forth or they will not be accepted for this particular Request for Proposal. Proposals received late will not be considered.

Facsimiled bids **will not** be accepted nor considered.

Mountain View County is not responsible for the timeliness of documents delivered nor will the County accept any proposal delivered to a location other than the Reception and/or Planning Department Desk at the above-specified address.

PLEASE NOTE: This document is not considered a request for tender.

### 1.4 Proposal Format

Each consultant wishing to submit a proposal to carryout these projects shall include the following with their proposal:

1. Qualifications and prior experience in the preparation of an Area Structure Plan.
2. The proposal should outline the methodology and planning approach proposed and the proposed cost and method of charging for carrying out the project. **The proposal should include a minimum of three types of public consultation processes (excluding the required public hearing for the bylaw), which include:**
  - a) **Visioning Session;**
  - b) **Survey; and**
  - c) **Round table open house.**
3. A listing of the individuals that would be employed in the project including an outline of their qualifications, charge rate per hour/day, number of hours/day of involvement for each individual.
4. A proposed schedule for completion of the project expressed in weeks from the date of notification of proposal acceptance.
5. Pricing: The cost for this project should be broken down into the number of hours and days (based on an eight (8) hour work day) estimated to complete each step of the process. A further breakdown showing disbursement costs is also to be provided.

## 1.5 EVALUATION

Mountain View County reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. The County reserves the right to accept a Proposal other than the lowest price Proposal without stating reasons. By the act of submitting its Proposal the consultant waives any right to contest in any legal proceedings or action the right of Mountain View County to award the Work to any Consultant in its sole and unfettered discretion.

Without limiting the generality of the foregoing, Mountain View County may consider any other factor besides price and capability to perform the Work that it deems in its sole discretion to be relevant to its decision including, but not limited to the following: competency, experience, project comprehension, delivery dates and references.

The first stage will consist of a review of all proposals to ensure that each proposal was received on time that the certification is properly completed and signed, and the proposal is sufficiently responsive to the RFP.

The second stage will consist of an evaluation of the written proposal, which the evaluation team will rate based on the following criteria:

Criteria	Point Weighting
Introduction to proposal and understanding of project relative to Mountain View County's requirements	15
Ability to carry out the project to the County's satisfaction, including examples of similar projects	5
Proposed research methodologies, including planning principles and approaches utilized to carry out the project. (Specifically public engagement methodology.)	20
Time frame for completion of project, from the first organizational meeting with County Administration to the adoption of bylaw (expressed in hours and days, based on an 8 hour day)	10
Proposed public participation program	15
An assessment of the professional consulting team to be assigned to the project with consideration given to the time each person will devote to the project	15
Overall quality of proposal	5
Upset cost of services and final product	15

Upon completion of stage two, a short list of proponents may be invited to participate in the third stage.

The third stage of the evaluation may consist of an interview. Proponents invited to participate in the third stage are to ensure that the individual identified as the project leader in their proposal must also be in attendance during the interview portion of the evaluation in addition to any other key personnel that the proponent wishes to include.

## **SECTION 2 – BID DOCUMENTS**

### **1.1 PROJECT**

Mountain View County is currently interested in receiving proposals from Professional Planning and Engineering Consultant(s) who specialize in the preparation of rural statutory plans. The consultant(s) will be responsible for both the preparation of the revisions of the ASP document, as well as the task of identifying, engaging and communicating with the public and stakeholders. It is the expectation of the County that the product will be a high quality, innovative and progressive amending document, which will provide direction for subdivision densities within the plan area.

As noted below, in the “Proposal Submission Requirements” section, the County expects all proposals to include a detailed work plan relating to the Plan preparation process, as well as a strategy for identifying and communicating with the public and stakeholders. The proposed study area is illustrated on Figure 1.

### **1.2 BACKGROUND**

The study area is located east of the Town of Sundre, see Figure 1. The revisions are required to update the existing Southeast Sundre ASP. With the adoption of the new Municipal Development Plan (Bylaw 17/07) the current ASP does not meet the new policies as outlined in the MDP. In addition, there have been recent development pressures for a variety of country residential and recreational developments within the area. Also it has been recognized the need to have defined residential density parameters.

### **1.3 SCOPE OF WORK**

The purpose of the revised ASP is to provide guidance for future development in the plan area in a manner that reflects the vision and aspirations of the landowners, and other stakeholders, while promoting environmentally sustainable development principles.

The goals of the Southeast Sundre Area Structure Plan are:

- a) To facilitate development in the Plan Area, which is sympathetic, and complimentary to, existing development, surrounding land uses and the natural environment. Future growth should be planned in an orderly and timely manner, which reflects the intent of the Area Structure Plan and the Municipal Development Plan.
- b) To assess the status of, and issues associated with, current utility infrastructure, including: water, sewer, storm water and solid waste disposal, and to identify servicing options that may be available for both existing and future development, in accordance with Municipal policy and standards and to implement new policies regarding this.
- c) To engage in a public education process designed to clarify and explain the purpose, scope, content and preparation process of revising the existing Area Structure Plan.
- d) To successfully engage the public, and other relevant stakeholders, in a process that provides adequate opportunity for the expression of interests in the future development of the Plan Area.

### **1.4 BYLAW DEVELOPMENT AND COMPLETION**

The revised Southeast Sundre ASP will be considered for adoption by amending bylaw, by the Council of Mountain View County, following a Public Hearing held pursuant to Section 692 of the MGA, which has been advertised pursuant to Section 606 of the MGA. Once adopted, the Southeast Sundre ASP will function as a statutory planning document, which will be used to guide decision-making regarding future development within the Plan Area.

The County will implement the Plan through consideration of developer-initiated conceptual plans, redesignation and subdivision applications and municipal initiatives, such as road or utility projects. The Development Authority will implement site-specific consideration of the Plan policies via the development permit process. The Plan will establish a framework for subsequent Land Use Bylaw amendments, however, Council may consider any other implementation as appropriate.

## **1.5 ISSUE IDENTIFICATION**

Detailed issue identification regarding infrastructure and residential recreational will be based on a review of existing background information, review of the existing Statutory Plan, consultation with the project Steering Committee, and most importantly, through a comprehensive information and opinion gathering process with the public, stakeholders, staff and adjacent municipalities.

## **1.6 COMMUNICATIONS AND PUBLIC CONSULTATION**

The Consultant will be required to develop a public communication and consultation program for the project to ensure that the public are both informed and involved. The Consultant will also ensure that communication is facilitated with adjacent municipalities and other stakeholders. The communication and consultation plan must be included as part of the Request for Proposals.

The County contains a mix of landowners with a wide range of concerns and aspirations with respect to the subdivision and development of land. The public consultation and participation program must acknowledge this diversity and be tailored to meet these needs.

The project Consultant must propose a public consultation and participation program utilizing a range of methods including but not limited to news releases, newsletters, public meetings, open houses and individual and/group meetings with affected and/or interested landowners and stakeholders.

Information updates will be provided to Council and the public at a variety of points throughout the project. The news media will also be kept informed of the progress of the project.

Input from public consultation will be directed to the Steering Committee for consideration. Additional public opinion and supporting research on certain issues will be done if it is deemed necessary by the Steering Committee.

The communications strategy will ensure that all school boards, health authorities, adjacent municipalities, appropriate government agencies as well as the ratepayers of Mountain View County, are advised that the ASP is being prepared and that they will be given the opportunity to identify concerns and make recommendations.

## **1.7 REGULATION DEVELOPMENT**

The amendment will be prepared with the assistance of Administration and reviewed by the Steering Committee. The regulations will be drafted by the Consultant based on: Council's priorities, information and recommendations of the Steering Committee, results of the issue identification process, relevant resource material, and input received from the public. The draft regulations will be supported by appropriate research and technical analysis.

## **1.8 PROJECT MANAGEMENT**

The main elements within the ASP preparation process are:

- issue identification;
- consistency with MDP policy;
- public communication and consultation; and
- preparation of regulations.

The main participants in managing the ASP processes are:

- Staff;
- the Steering Committee; and
- the Consultant.

## 1.9 ROLES AND RESPONSIBILITIES

### Steering Committee

- Appointed by Council, to include 7 individuals, three elected officials, three landowners/stakeholders and one representative from the Community Association, who will review the work of the Consultants, provide input at all stages of the project and plan preparation, attend Steering Committee meetings, attend and participate in the public stakeholder involvement process, provide comments and feedback on the draft plan, assist in the development of policy, and recommend changes to the Draft Plan.
- Attached is the Terms of Reference for the Committee which forms the basis of the review for the Consultant.

### Consultant

- The Consultant will be responsible for working with the Steering Committee by providing them with technical information and expertise and including their input and feedback and recommendations.
- The successful consultant will be responsible for the development and implementation of the process including: all aspects of communication (including agendas, discussion notes and minutes of all meetings), public consultation, research, project coordination, and Bylaw development in consultation with the and under the review of the Steering Committee.
- The Consultant will design a public involvement process that identifies and addresses the range of interests in the plan area, develop strategies and techniques for the “visioning” session, provision of professional recommendations and expertise, compilation of data and information, implementation of the public participation program, liaise with government agencies and departments, produce a draft revised ASP and amend it as required, present the proposed amendments at the public hearing and subsequent Council meetings as necessary until the ASP is passed by Bylaw, ensure proper legal and legislative processes are followed and work collaboratively with any other consultant or agency that may be engaged in work in the study area.
- The Consultant will work with staff to provide continual communication and summary information.

### County Staff

County staff will participate in the Steering Committee meetings, approve the detailed work program, provide data and materials, including any past reports and studies, provide digital mapping information to the Consultants GIS team, arrange for suitable facilities for open houses and steering committee meetings, provide professional and technical guidance to the Steering Committee, and prepare the bylaw for adoption. County staff will not provide any primary research.

Note: The strength of the proposal will be based upon meeting and exceeding the minimum public participation requirements. The committee will be seeking proposals that embrace state-of-the-art innovative approaches, and engage public stakeholders at all levels.

#### **1.10 PROJECT SCHEDULE**

The revised ASP preparation process is intended to start November, 2010 and to be completed the summer of 2011.

## SECTION 3 - GENERAL TERMS AND CONDITIONS

### 1.0 DEFINITION OF TERMS

Whenever used in the *Request for Proposal*, including any forms to be included as part of any proposal, the following words shall be deemed to have meanings as indicated below:

“**Contract**” means the agreement(s) entered into by the County with the successful Proponent(s) for the goods, services or goods and services described in the RFP;

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

“**County**” means Mountain View County in the province of Alberta as represented by the Council of the County

“**Custody**” means that a party has physical possession of the Record.

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

“**Owner**” means Mountain View County

“**Proponent**” means a person, firm or company submitting a proposal to Mountain View County pursuant to the RFP;

“**Proposal**” means the offer of a Proponent to furnish materials, supplies or services in response to an RFP;

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

“**RFP**” means this Request for Proposal of Mountain View County including all forms to be included as part of any proposal;

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

“**Submission Deadline**” means the “Submission Deadline” specified in the RFP.

“**Proponent**” means a Proponent to whom a Contract is awarded by the County for any or all of the goods and services described in the RFP.

### 2.0 PROPOSAL CONDITIONS

Proponents shall carefully read the Request for Proposal documentation and submit proposals subject to all conditions contained in the proposal documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of a proposal by a Proponent shall be construed by The Owner to mean that the Proponent agrees to abide by and carry out all conditions set forth in the proposal documents.

### **3.0 PROPOSAL CLARIFICATION**

Should the Proponent find, during examination of the proposal documents, any discrepancies, omissions, ambiguities, or conflicts on or between the proposal documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted via facsimile only, not less than three days before the proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, The Owner will issue addenda, which will become part of the proposal documents. Should the Proponent fail to bring the discrepancy, omission, ambiguity of conflict to the attention of The Owner within the aforesaid time, the Proponent shall accept the decision of The Owner as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Proponent has included the most costly alternative in its proposal.

### **4.0 AMENDMENTS**

The Owner reserves the right to amend or revise the proposal documents by addenda up to 48 hours prior to the proposal closing time. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda by Proponents shall be acknowledged. It is the Proponents responsibility to ascertain and verify, prior to the closing time that it has received any and all addenda issued in relation to this proposal package

### **5.0 SUBMISSION OF PROPOSAL**

- 5.1 Proponents shall accept collect calls or provide toll-free telephone numbers for inquiries from Mountain View County;
- 5.2 No proposal shall be altered or amended after the Closing Time without the agreement of Mountain View County;
- 5.3 More than one (1) option for proposal submission is acceptable provided that all options are clearly identified and follow the requirements of the RFP document;
- 5.4 When applicable, submission should include brochures, performance and test dates information for proposed product.

### **6.0 ACCEPTANCE OF PROPOSAL**

The Owner reserves the right, in the Owner's sole and unfettered discretion, to:

- accept any Proposal submitted prior to the RFP Closing Time, as specified in the RFP;
- accept the written withdrawal of such Proposal from the office at which the Proposal was originally submitted;
- reject any or all Proposals, at any time without further explanation;
- reject or accept any proposal which contain qualifying conditions or otherwise fail to conform to the RFP;
- waive any non-compliance with the proposal documents, specifications or any conditions.

If the Proponent fails to state the time within which a proposal must be accepted, it is understood and agreed that the Owner shall have sixty (60) days to accept.

The lowest or any Proposal will not necessarily be accepted.

### **7.0 PROPOSAL PRICES**

- Proponents must specify pricing structure as identified in the appropriate section of this document.
- Pricing shall be quoted in Canadian dollars.

- Proponents are to quote prices based on F.O.B. the Owner's site specified.
- The Owner reserves the right to request satisfactory evidence of any price amendment.
- Proponent must specify down payment expectations.

## **8.0 DISCUSSION**

The Owner reserves the right to conduct discussions with any Proponent that submitted a proposal to assure full understanding of the proposal submitted.

## **9.0 PROPOSAL AWARD**

A proposal award decision may be made after the Owner has had an opportunity to examine and evaluate all proposals in detail. The Owner reserves the right to reject any or all proposals and to accept any part of one or more proposals. The decision of the Owner is final. This proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal, provision of samples, or attendance at a pre- or post-award site meeting.

## **10.0 CERTIFICATION**

Mountain View County will not evaluate any Quotation until such time that the signed certification is received. If the signed certification is not enclosed at the time of the Proposal submission, the County will make an effort to contact the proponent for the certification at which time the proponent will have two (2) business days to forward the signed certification. If no signed certification is received within the two business days, the Quotation will be disqualified and returned via mail to the proponent.

Order of contact will be as follows:

- Telephone call
- Facsimile
- Email

Contact will be considered to have been made through any and all of these means. The proponent will then have two (2) business days in which to provide the signed certification and facsimileing will be acceptable in this instance.

Proponents must date and sign the certification page of this proposal. Failure to complete and sign will disqualify a proposal.

Note: A signed covering letter will not replace the requirement for signing the certification document

## **11.0 CONTRACT**

The signing of a formal written agreement shall constitute the making of a contract between the County and a successful Proponent. No Proponent shall acquire any legal or equitable rights in relation to the County until the signing of a written agreement by Mountain View County. The Contract shall include all portions of the RFP not expressly overridden in negotiations.

## **12.0 ALBERTA FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

This section provides general information regarding the responder's obligations in relation to the Alberta Freedom of Information and Protection of Privacy Act for the handling of information and Records related to both the responses

to this Request for Proposal and any subsequent contract. Responders may wish to seek their own legal advice on specific aspects of these obligations.

### **13.0 NEW TECHNOLOGY**

In the event that new technology is introduced during the term of any Contract relating to the materials, supplies and services provided under the Contract, and; if in the opinion of the Owner that new technology is deemed a requirement of the Owner, the Proponent will be notified of such findings. Discussions, regarding suitability of the new technology in relation to the existing stated requirements, will be held with the awarded supplier.

### **14.0 TIME**

All Time, except time of payment, is of the Essence.

### **15.0 ASSIGNMENT**

This contract shall be binding upon the parties' respective successors obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the contractor hereunder shall be subcontracted to or performed on behalf of the contractor by any third party, except upon prior written permission by the Owner.

### **16.0 COMPLIANCE WITH LAWS**

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

### **17.0 FINANCIAL**

The Owner reserves the right to investigate Proponents financial position.

### **18.0 PROPONENT PERFORMANCE / DEFAULT**

Proponents aware of potential or pending supply difficulties must notify the Owner immediately of such difficulties before lack of supply of contracted products endangers the Owners ability supply products to user areas.

In the event of non-performance, the Owner reserves the right to acquire the items from alternative sources, and the Proponent shall be responsible for any excess cost occasioned thereby and will pay the amount thereof to the Owner on demand.

If the Proponent defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with any resulting contract as it affects the Proponent's obligations, the Owner may, at its sole discretion, terminate any remaining portion of the contract with the Proponent upon five (5) days written notice delivered to the Proponent, free of any claim of the Proponent of every nature and kind.

### **19.0 FORCE MAJEURE**

19.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, government action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.

- 19.2 In the Event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 19.3 Should the Force Majeure event last for longer than thirty (30) days, the Owner may terminate the Agreement by notice to the contractor without further liability, expense or cost of any kind.

## **20.0 GOODS AND SERVICES TAX**

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

## **21.0 INDEMNIFICATION**

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

The Proponent agrees to indemnify and hold harmless the Owner (including any of its bodies, agencies, councils, and associations, and their servants, agents, officers, directors, elected officials, successors, assigns, employees and personal representatives and each of them) from and against any loss, claim, demand, damages, liability, and costs and permitted assigns. Neither party may assign this contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party may assign this contract, or any of its rights or (including costs on a solicitor and his own client basis) to the extent caused or contributed by the acts or omissions of the Proponent, its employees, agents or anyone else acting under its direction and control, in the performance of this Agreement. This provision shall survive termination of this Agreement.

## **22.0 COMMITMENTS**

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

## **23.0 PERSONAL INJURY / PROPERTY DAMAGE**

The Owner shall not be liable or responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Proponent, its employees or agents, in the performance of any agreement.

## **24.0 INSURANCE**

The Proponent, with whom the Owner wishes to enter into an agreement, shall, at the Proponent's own expense, provide the Owner, with the following applicable Certificate of Insurance, with an insurer licensed in Alberta, prior to the commencement of any contract resulting from this Request for Proposal:

- 24.1 Comprehensive general liability for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 24.2 Standard automobile insurance for all vehicles owned, licensed, or leased by the successful proponent for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.

- 24.3 Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 24.4 Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00) inclusive per occurrence.
- 24.5 Errors and Omissions insurance for an amount of not less than one million dollars (\$1,000,000.00) inclusive per occurrence.

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

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

## **26.0 GOVERNING LAW**

Any agreement resulting from the Request for Proposal is governed and interpreted in accordance with the laws of the Province of Alberta.

## **27.0 JURISDICTION**

The parties agree that the laws of the Alberta shall govern the contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

## **28.0 LIMITATIONS OF DAMAGES**

Each proponent, by submitting a proposal, agrees that it will not claim damages in any court proceeding or other dispute resolution forum in respect of the within proposal process, including but not limited to representations made or purported to have been made at any time before, during or after the proposal process, including the interview, selection and negotiation phases, in excess of amount equal to the reasonable costs incurred by the proponent in preparing its proposal and each proponent specifically waives all other claims, in contract, tort or any other legal theory, including any claim for loss or profits or loss of business opportunity.

## **29.0 CONFIDENTIALITY**

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

The purpose of collecting personal information required to be provided in this Request for Proposal is to enable Mountain View County to ensure the accuracy and reliability of the proposal, and to evaluate the submission in response to the Request for Proposal. This information is required by Mountain View County to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to Mountain View County under this Request for Proposal that the FOIP Act will govern the privacy of the personal information as well as its possible disclosure by Mountain View County to third parties, upon request.

Questions about the collection of personal information pursuant to this Request for Proposal shall be submitted to the County's FOIP Coordinator.

### **30.0 DISCLOSURE OF PROPOSAL CONTENTS**

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

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

Should the Owner make an award of this proposal, the awarded proponent's name and total bid including GST will be made known to the other proponents who had responded to this particular RFP.

**SECTION 4 - CERTIFICATION**

Failure to complete, sign and submit this certification, with the proposal package, may disqualify this quotation as outlined in the General Terms and Conditions.

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
(Facsimile number)

Having examined and read the quotation documents for the RFP – Southeast Sunde ASP as issued by Mountain View County, do hereby bid and agree to provide the services in accordance with the RFP documents, and do hereby agree to accept the terms and conditions set out in this RFP.

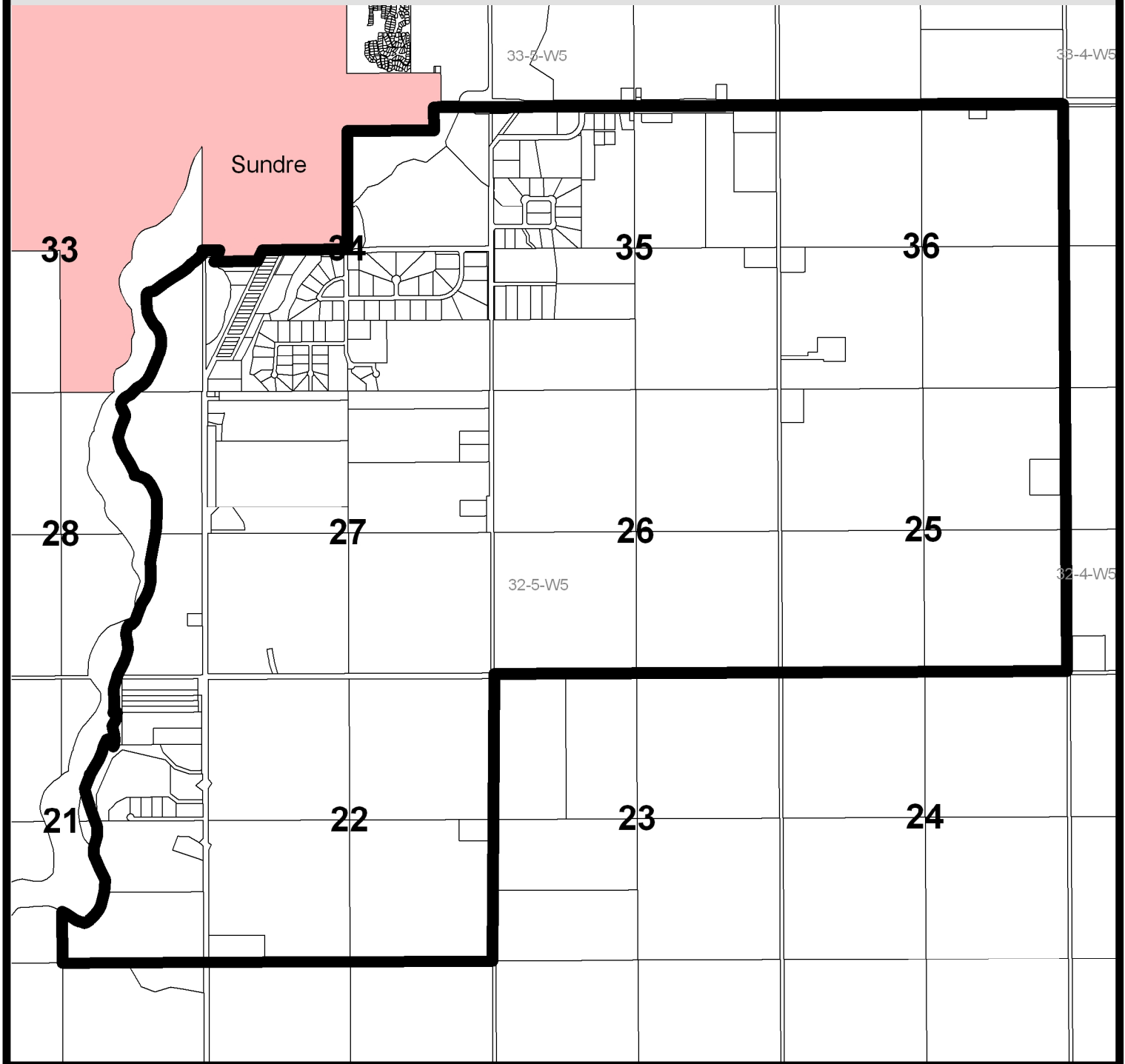
Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

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

The personal information provided by you is being collected under the authority of the *Municipal Government Act* and will be used for the purposes under that Act. The personal information that you provide may be made public subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

# Southeast Sundre Area Structure Plan



**MOUNTAIN VIEW COUNTY**  
**Southeast Sundre Area Structure Plan Steering Committee**  
**Terms of Reference – June 2010**

**1. INTRODUCTION**

Committee membership provides a unique and important opportunity for residents of Mountain View County to become involved in formulating a vision and direction for the County's growth and development. Committees strengthen our communities by allowing competent and interested citizens to bring forward their ideas and solutions to address the needs of the broader community. Public members of Council committees are valuable additions to the political and administration team.

Committee membership involves citizens in meaningful ways. Members make a commitment to the work of their committees, and are both responsible and accountable for their activities. The County in turn, commits to providing appropriate resources and guidance to ensure effective membership involvement.

**2. COUNCIL MANDATE**

The authority, powers, duties and functions of Council are prescribed by the Municipal Government Act [MGA].

The purposes of a municipality are to provide responsible governance and develop and maintain safe and desirable communities; and to provide the services and facilities desired by the community.

Council is an elected body that is responsible for developing and evaluating programs and policies; ensuring that the powers, duties and functions of the municipality are carried out; and carrying the powers, duties and functions expressly given to it. Council must not exercise power or function, or perform a duty which is assigned under the MGA to the Chief Administrative Officer [CAO] or designated officer.

**3. GOALS and OBJECTIVES**

The goal of Southeast Sundre Area Structure Plan Steering Committee is to assist in the update of the current Southeast Sundre Area Structure Plan (Bylaw 14/06), in accordance with the provisions of the MGA and with specific regard to section 617:

*617 The purpose of this Part and the regulations and bylaws under this Part is to provide means whereby plans and related matters may be prepared and adopted*

- (a) to achieve the orderly, economical and beneficial development, use of land and patterns of human settlement, and*
- (b) to maintain and improve the quality of the physical environment within which patterns of human settlement are situated in Alberta,*

*without infringing on the rights of individuals for any public interest except to the extent that is necessary for the overall greater public interest.*

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The objectives are:

- a. to facilitate a review of the Southeast Sundre Area Structure Plan Sections 7.2 Residential, 7.3 Country Residential Urban Overlay, Section 7.14 Servicing and to bring those sections into compliance with the current Municipal Development Plan; and
- b. to establish medium and high density residential thresholds within the identified residential areas.

#### **4. PURPOSE and CRITERIA**

The role of the Southeast Sundre Area Structure Plan Steering Committee is to:

- a. review and monitor the work of the consultant to ensure that the objectives and policies of the Municipal Development Plan, Land Use Bylaw and other County documents which impact the Southeast Sundre Area Structure Plan study area are achieved;
- b. ensure that an open public consultation process is followed;
- c. collaborate with Council, public, staff and consultants to ensure stakeholder input and to review information;
- d. provide regular progress reports to Council; and
- e. present amendments to the Southeast Sundre Area Structure Plan to Council for adoption.

The success of the Southeast Sundre Area Structure Plan Steering Committee will depend on:

- a. having a member orientation each time a new member is added;
- b. recognition that the Committee performs a community “stewardship” in the performance of its duties and responsibilities;
- c. recognition that the Committee provides input and assistance to Council;
- d. taking a corporate approach to its purpose and function;
- e. taking an open, unbiased, progressive and forward looking perspective;
- f. working cooperatively, collaboratively and objectively towards achieving Committee goals and objectives;
- g. ensuring an encouraging, supportive, constructive, receptive, sensitive and respectful environment;
- h. having respect for delegated roles and authority;

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- i. show public respect for Council, volunteers and staff;
- j. show public confidence in the leadership of the committee chair; and
- k. communicate to Council and the community the committee accomplishments.

## **5. COMPOSITION**

The committee is comprised of three (3) Council members, four (4) public members selected from the ASP area and one (1) Town of Sundre Councillor appointed by the Town of Sundre. The members are appointed by Council of Mountain View County with the exception of the Town of Sundre Representative.

Administrative staff resources will be provided to assist the committee.

## **6. TERM**

Members are appointed for the duration of the Committee. The Committee will dissolve at the time Council adopts the amendments to Southeast Sundre Area Structure Plan.

A member may resign from the Committee by submitting a letter of resignation to the Chair and/or staff. Staff will then advise the Committee and Council of the resignation and request Council to appointment a new member.

## **7. MEETINGS**

Committee meetings will be scheduled on an as-needed basis to complete the project and future meeting date(s) will be established at the end of each meeting. The Chair may call additional or non-scheduled meetings where circumstances warrant, to deal with important or necessary issues before the next scheduled Committee meeting.

## **8. QUORUM**

Committee members should strive to attend all meetings held by the Committee. However, it is understood that it is unlikely that every member can attend every scheduled meeting. To have a Committee meeting cancelled or not otherwise proceed on the scheduled date simply because no quorum is present would postpone the aims and objectives of the Committee and cause inconvenience for those members who are able to attend.

Consequently, a Committee meeting may proceed without a quorum. Decisions or recommendations made by the Committee must note that the meeting proceeded without the presence of a quorum, and record the number of members who were in attendance at the meeting. This will ensure that the business of the Committee is not unnecessarily delayed. The Committee may always determine to cancel a meeting or not proceed if no quorum is present, but it is not required to do so.

Four (4) members form a quorum in a committee comprised of seven (7) members.

## **9. CHAIR and VICE-CHAIR**

A Chair and Vice-Chair shall be elected by the Committee at the first regular meeting.

## **10. ROLE OF CHAIR and VICE-CHAIR**

The Chair serves as the Committees spokesperson. The Chair generally oversees the functions, duties and responsibilities of the Committee and presides over Committee meetings and functions. The Chair provides leadership, builds consensus and liaises with the CAO and staff resources. The Chair ensures that meetings are carried out with proper decorum, courtesy and respect.

The role of the Vice-Chair is equally important. In the event that the Chair is unavailable or the position is vacant, the Vice-Chair undertakes to perform the roles, duties and responsibilities of the Chair. In the event that the Chair is unable to attend meetings or respond to member concerns, the Vice-Chair is equally charged with this responsibility and will take the place of the Chair for these purposes.

## **11. ROLE OF MEMBERS**

Generally, members are required to attend and participate in meetings and other business of the Committee; maintain confidentiality of certain information provided to them in their capacity as members; and make a commitment to working in a professional and constructive manner with their colleagues on the Committee.

Members are expected to use objective and unbiased judgment; and be open-minded and respectful of the opinions and views of others.

## **12. VOTING**

The goal of the Committee is to reach consensus on all issues. However, recognizing that a consensus is not always possible, where a consensus is not reached, decisions shall be determined on the basis of a majority vote. Each member will receive one (1) vote, including the Chair. In order for a motion to pass, the motion must receive a majority support of the members present. If a vote is tied, the motion is defeated.

Once the Committee has made a decision on an issue, that decision is deemed the final position of the Committee, and the Chair has the responsibility to bring that position forward, regardless if the Chair personally supported the decision.

Any decisions made by the Committee in the absence of a quorum, shall be ratified by a quorum at the next meeting.

## **13. PUBLIC ACCESS and DELEGATIONS**

All meetings are open to observation by the general public. Notice of meetings shall be posted on the public notice board at the front entrance to the Mountain View County office and posted on the County website.

In certain limited cases it would be inappropriate for the public to have access to confidential or sensitive information. Matters deemed to be confidential or sensitive in nature shall be dealt with in-camera and closed to the public.

## **14. RESOURCES**

To assist the Southeast Sunde Area Structure Plan Steering Committee in reaching their goals and objectives, the County has provided staff resources to assist in the administration and operation of the Committee.

The role of staff and/or the consultant is to provide secretarial support; advisory and procedural support; serve as resource persons; and support to members.

Secretarial support includes the taking of minutes, the distribution of the agenda and other duties requested.

Advisory and procedural support includes technical expertise that may be required; and advice on committee policies and procedures.

Membership support includes the booking of meeting facilities and any additional resources required by the Committee from time-to-time.

## **15. COMMITTEE RECORDS**

The staff and/or the consultant shall prepare and distribute a meeting agenda prior to each meeting.

Meeting minutes shall be recorded for each meeting and distributed to each member with the next meetings Agenda or under separate cover. Minutes are an impartial account of business accomplished at a specific meeting and recorded in a straight forward narrative style. Meeting minutes generally record topics discussed, motions taken and information received.

Minutes do not record:

- Personal opinion or commentary.
- Direct transcripts of meeting dialogue or conversation.
- Discussion of motions.

## **16. PUBLIC COMMUNICATIONS FROM THE COMMITTEE**

Free and open communication among Committee members and staff is necessary and encouraged for the effective operation of the Committee. Open debate and discussion help Committee members raise issues and creative ideas, and reach sound decisions. Open communication with staff allows staff to fully understand the views of the Committee members and the different perspectives that are brought to the table. Committee members serving as a representative for a particular organization or group are encouraged to communicate back to their organization any concerns that are raised at the committee meetings and should not hesitate to bring forward to the Committee, any ideas and comments from their organization.

A decision made or position taken by the Committee is the position that shall be represented by all Committee members when representing the Committee. When a member is representing the Committee and its position, it is the majority will of the Committee that shall guide one's comments, rather than the personal views of the member. In answer to questions, where a member does not agree or support a majority position on an issue, the Committee member may clarify his or her position on that issue by indicating that, *"although I do not speak for the Committee on this issue, my personal or professional opinion is ..."*

Further, if a Committee member wishes to present his or her own personal opinion, or the opinion of an organization to which he or she belongs, the member should indicate clearly that his or her presentation is not representative of the Committee's position, but rather is a reflection of his or her personal or organizational position.

## **17. COMMITTEE PROCEDURES**

Staff and/or the consultant will prepare and distribute agendas to committee members. Meetings will adhere to the agenda.

The agenda will record the place, date and time of the meeting. The format of the agenda will be as follows:

1. **CALL TO ORDER**
2. **AGENDA**
3. **ADOPTION OF PREVIOUS MINUTES**
4. **BUSINESS ARISING OUT OF PREVIOUS MINUTES**
  - 4.1
5. **DELEGATIONS**
  - 5.1
6. **OLD BUSINESS**
  - 6.1
7. **NEW BUSINESS**
  - 7.1
8. **CORRESPONDENCE**
  - 8.1
9. **CONFIDENTIAL ITEMS**
  - 9.1
10. **ADJOURNMENT**

## **18. MINUTES**

Minutes of each meeting will be recorded in the following format:

The minutes will record the place, date and time of meeting.

1. **CALL TO ORDER**
2. **PRESENT**
3. **IN ATTENDANCE**

- 4. AGENDA**
- 5. ADOPTION OF PREVIOUS MINUTES**
- 6. BUSINESS ARISING OUT OF PREVIOUS MINUTES**
  - 6.1**
- 7. DELEGATION**
  - 7.1**
- 8. OLD BUSINESS**
  - 8.1**
- 9. NEW BUSINESS**
  - 9.1**
- 10. CORRESPONDENCE**
  - 10.1**
- 11. CONFIDENTIAL ITEMS**
  - 11.1**
- 12. ADJOURNMENT**