



Request for Quotations (By Invitation Only)
For
Interim Complaints Adjudicator

Request for Quotations No.: **RFQ 24-002**

Thursday, March 14, 2024

Submission Deadline: **March 25, 2024, 2:00 PM MST Alberta**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Quotations (the “RFQ”) is an invitation by Rocky View County (the “County”) to prospective proponents to submit non-binding quotations to appoint an interim Complaints Adjudicator on a contractual basis to support the compliance of the Council Code of Conduct By-law as further described in Section A of Appendix D.

Rocky View County’s Legislative Services is inviting all interested parties to outline their experience and qualifications in mediating conflicts between third parties; conducting fair and comprehensive complaints investigations; and preparing and delivering balanced, impartial complaints reports with diplomacy and fairness. The County is intending to select a permanent complaints adjudicator with an expanded scope and may consider the successful performance of the interim complaints adjudicator in its evaluation of a forthcoming Request for Proposals (RFPs) should the interim complaints adjudicator wish to make an RFP submission.

Rocky View County is located in the southern portion of the Province of Alberta. With its land area of 972,264 acres or 3,934km². Rocky View County borders the City of Calgary on three sides, north, west, and east. It has one of the largest common boundaries between any adjacent municipality in Canada. It has numerous farms, small acreages, commercial developments, natural resource extraction sites, and some light industries relating to the oil and gas sector. It envelops a number of small urban centers, such as the cities of Airdrie and Chestermere, the Towns of Cochrane, Irricana, and Crossfield as well as the Hamlet of Langdon and the Village of Beiseker.

Rocky View County is nestled at the base of the foothills just east of the Rocky Mountains. Its varied landscape consists of prairie, rolling foothills, and spectacular views of the white-capped Rocky Mountains. Rocky View County has beautiful scenery and is proximate to the City of Calgary, which boasts a world-class International Airport. Moreover, the convenience and abundance of outdoor activities, in addition to well-located non-farmland suitable for development, make Rocky View County one of the most desirable places in which to live and do business in all of mid-western Canada.

For more information about Rocky View County, please refer to: www.rockyview.ca

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Indra Ghosh - Publicbids@rockyview.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the County, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s quotation.

When communicating to PublicBids@rockyview.ca please reference the Request for Quotation No# as a reference for the recipient. found on the cover page of this RFQ.

1.3 Type of Contract for Deliverables

The selected Proponent/s will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of an Agreement (Appendix A) (the “Agreement”). The County reserves the right to select more than one Proponent if deemed necessary.

1.4 RFQ Timetable

The following RFQ timetable is based on the best available information and will govern the process unless amended by the County.

Issue Date of RFQ	March 14, 2024
Deadline for Questions to the County from Proponents	March 21, 2024, 2:00 PM MST
Submission Deadline	March 25, 2024, 2:00 PM MST
Rectification Period	2 business days
Anticipated Execution of Agreement	April 24, 2024 (Tentative)

The RFQ timetable is tentative only and may be changed by the County at any time. For greater clarity, business days means all days that the County is open for business.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted via email to Publicbids@rockyview.ca

Purchasing Department

Rocky View County

Attention: **Indra Ghosh**

Email: PublicBids@rockyview.ca

1.5.2 Quotations to be Submitted on Time

Quotations must be received via email set out above on or before the Submission Deadline. Quotations received after the Submission Deadline will be rejected.

1.5.3 Quotations to be Submitted in Prescribed Format

Quotations should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the Proponent.

1.5.4 Amendment of Quotations

Proponents may amend their quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the Proponent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for the provision of the Deliverables, a Proponent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the Proponent. The County is under no obligation to return withdrawn quotations.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The County will conduct the evaluation of quotations in the following stages:

Proponents are advised that the evaluation process evaluates them only on the basis of their submissions and not on factors external to their submission, such as a given Proponent's reputation in the industry for its capability to perform in their selected field.

2.2 Stage I – Mandatory Submission Requirements

The County will review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the County will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin from the date and time the County issues a rectification notice to the Proponent. The mandatory submission requirements are set out in **Section C of RFQ particulars (Appendix D)**.

2.3 Stage II – Evaluation

The County will evaluate based on the following two sub-parts:

2.3.1 Mandatory Technical Requirements

The County will review the quotations to determine whether the mandatory technical requirements as set out in the in the scope of work document (Appendix D). Questions or queries on the part of the County as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The County will evaluate each qualified quotation on the basis of the rated criteria as set out in Section E of the RFQ particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of the price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed. However, for greater certainty, the Stage II evaluation (non-price rated criteria) result is not a condition precedent to conduct of the Stage III evaluation (price rated criteria).

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and Proponents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked Proponent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected Proponent will be the Proponent with the "highest score". The selected Proponent will be notified either in writing or through email and will be expected to satisfy any applicable conditions of this RFQ and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the Proponent and the selection of another Proponent or the cancellation of the RFQ. In case of tie or close contest all shortlisted candidates will be go through the 2nd level evaluation by personal interviews.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the Proponent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's quotation but not attached will not be considered to form part of its quotation.

3.1.4 References and Past Performance

In the evaluation process, the County may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the County or other institutions.

3.1.5 Information in RFQ Only an Estimate

The County and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by the County

The County will not return the quotation, or any accompanying documentation submitted by a Proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The County makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The contract with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The County may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Proponents to Review RFQ

Proponents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFQ Contact. The County is under no obligation to provide additional information, and the County is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the Proponent to seek clarification from the RFQ Contact on any matter it

considers to be unclear. The County is not responsible for any misunderstanding on the part of the Proponent concerning this RFQ or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFQ may be amended only by an addendum in accordance with this section. If the County, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Proponents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the County and ensuring that their response is in accordance with all addenda. Proponents acknowledge and agree that by submitting a response to this RFQ, they are acknowledging receipt of all addenda.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the County determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the County may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating quotations, the County may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of Appendix D. The County may revisit, re-evaluate, and rescore the Proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the County and a Proponent, the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFQ was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the RFQ process. All such requests must be in writing to the RFQ Contact and made very promptly.

3.3.3 Procurement Protest Procedure

If a Proponent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the County's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the Proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having, or having access to, confidential information of the County in the preparation of its quotation that is not available to other Proponents.
 - (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or

- (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships, or financial interests
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents must:

- (a) avoid any Conflict of Interest in relation to the RFQ;
- (b) immediately disclose to the County any actual or potential Conflict of Interest that arises during the RFQ process; and
- (c) comply with any requirements prescribed by the County to resolve any Conflict of Interest.

If a Proponent considers that a particular circumstance, situation, relationship, or association does not create a Conflict of Interest and will not create a perception of Conflict of Interest, but is concerned that the County could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the County at the earliest possible date and request that the County provide an advance interpretation as to whether it creates a Conflict of Interest or a perception of Conflict of Interest. The County will provide confidential responses to such inquiries.

3.4.2 Ineligible Persons

The following individuals are not eligible to participate, either directly or indirectly, as a Proponent or as a Proponent's team member or subcontractor (the "Ineligible Persons"):

- (a) any individual that is currently employed by the County or that was formerly employed by the County any time within 12 months preceding the Submission Deadline; or
- (b) any member of the County Council or any closely connected person (as defined and applied in Section 114 of *The Cities Act* (Alberta)).
- (c) Any persons as outlined in Section 53 of By-law C-8338-2022 Council Code of Conduct

Proponents must disclose if any of their proposed or intended team members or subcontractors are associated with any Ineligible Person. The County may, in its sole discretion determine that the association constitutes a potential or perceived Conflict of Interest, and the County may, in its sole discretion:

- (a) prohibit the participation of the associated entity; or
- (b) disqualify the Proponent in accordance with Section 3.4.2; or,
- (c) prescribe requirements to resolve the Conflict of Interest and allow the participation of the associated entity.

3.4.3 Disqualification for Conflict of Interest

The County may disqualify a Proponent where any conduct, circumstance, situation, relationship, or association is determined by the County, in its sole and absolute discretion, to constitute a Conflict of Interest and:

- (a) the Proponent has failed to disclose the Conflict of Interest;
- (b) the Proponent or any of its team members or subcontractors fails to comply with any requirements prescribed by the County to resolve a Conflict of Interest; or
- (c) the County determines, in its sole discretion, that the Conflict-of-Interest issue cannot be resolved.

3.4.4 Disqualification for Prohibited Conduct

The County may disqualify a Proponent, rescind the notice of selection, or terminate a contract subsequently entered into if the County determines that the Proponent has engaged in any conduct prohibited by this RFQ.

3.4.5 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix B).

3.4.6 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.7 No Lobbying

Proponents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent(s).

3.4.8 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the County; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.9 Past Performance or Past Conduct

The County may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation, or circumstance determined by the County, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the County

All information provided by or obtained from the County in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the County; and
- (d) must be returned by the Proponent to the County immediately upon the request of the County.

3.5.2 Confidential Information of Proponent

A Proponent should identify any information in its quotation, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the County. The confidentiality of such information will be maintained by the County, except as otherwise required by law or by order of a court or tribunal. The County is subject to *Alberta's Freedom of Information and Protection of Privacy Act*. Proponents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the County to advise or assist with the RFQ process, including the evaluation of quotations. Proponents are also advised that the names of Proponents and amounts quoted will, as necessary, be disclosed as required by Canadian Free Trade Agreement, (CFTA) or Canada-European Union Comprehensive Economic and Trade Agreement, (CETA). If a Proponent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor the County will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the County and may result in an invitation by the County to a Proponent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and the County by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the County to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The County may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The County shall use the form of agreement, attached. **Proponents shall not submit or substitute their own form of agreement.**

This RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

Please do not sign or return the proposed agreement below. It is provided so that the terms and conditions can be considered in preparation for your quotation only. For additional clarity, refer to Section 3.6.2.

Please see the attached Rocky View County's contract template with terms and conditions separately for your review.



Independent
Contractor Agreeeme

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the Proponent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City or County, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between the County and the Proponent unless and until the County and the Proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the County prior to the Deadline for Issuing Addenda.

6. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the County within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation, and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- ☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below the details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The Proponent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this quotation by the County to the advisers retained by the County to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

(I have the authority to bind the Proponent).

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under Section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.
- (c) Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each Proponent will receive a percentage of the total possible points allocated to price for the category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Pricing is one of Four (4) criteria of the RFQ that proponents will be evaluated on for which points will be awarded on a scale of 0 to 5 and will carry a weighting of 35% of the total RFQ score. A complete list of the rated criteria including description, maximum number of points, and weighting for each criterion is set out in Section C of Appendix D of this RFQ.

Suggested Price format:

Pricing Schedule for RFQ 24-002 Interim Complaints Adjudicator

	Resources	Unit Price/Per Hour (\$ CAD)	Other Cost (\$ CAD)	Comments (if any)
01				
02				
03				
04				
05				
			Total:	

APPENDIX D – RFQ PARTICULARS

A1. THE PRESENT STATUS

As per Section 52 of Rocky View County By-law C-8338-2022 Council Code of Conduct,

Council will appoint by resolution a Complaints Adjudicator to fulfill the duties of the position pursuant to this bylaw and will ensure the position is filled at all times.

While Rocky View County undertakes a rigorous RFP process to secure a permanent Complaints Adjudicator, the County's interim Complaints Adjudicator position recently became vacant. Therefore, the County is expeditiously seeking a replacement interim Complaints Adjudicator to fulfill the role until a permanent Complaints Adjudicator has been appointed by Council.

A2. SCOPE OF SERVICE

The Complaints Adjudicator is an independent party who receives and reviews code of conduct complaints about Council members' conduct for Rocky View County in accordance with the Council Code of Conduct By-law (C-8338-2022). Upon receiving a complaint, the Complaints Adjudicator determines whether to proceed with an investigation. They have the authority to dismiss complaints, with or without an investigation. Where concerns are substantiated, the Complaints Adjudicator makes recommendations to the Council on appropriate consequences or sanctions that are within the Council's authority to impose.

The role of the interim Complaints Adjudicator will make a significant impact on Rocky View County by supporting the ethical behavior of Council members. It is crucial for the interim Complaints Adjudicator to maintain independence from any interests related to Rocky View County and be readily available to address concerns whenever necessary.

A.2.1 THE DELIVERABLES/CORE ACCOUNTABILITIES

1. Investigations

- Receive and review written formal complaints concerning the conduct of a member of Rocky View County Council.
- Follow the Council Code of Conduct By-law to ensure that complaints are fully and fairly investigated.
- Determine and take the most effective and appropriate steps to investigate a formal complaint.
- Protect the confidentiality of the identity of the complainant except when the member of the Council under investigation cannot fully answer allegations without knowing the complainant's identity.
- Refer the complaint, with the consent of the complainant, to other appropriate authorities when appropriate to do so.
- Refer criminal allegations to the Royal Canadian Mounted Police (RCMP). Revealing the complainant's identity only with the complainant's consent.

2. Adjudication and Reporting

- Prepare and deliver reports and recommendations to County Council on sanctions after conducting balanced, comprehensive investigations on specific code of conduct complaints.

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Proponent. The completed Submission Form (Appendix B) should be the first page of the Proposal.

2. Pricing (Appendix C)

Each quotation must include pricing information that complies with the instructions contained in Pricing (Appendix C).

C. MANDATORY TECHNICAL REQUIREMENTS

- Significant experience considering ethical or legal matters and conducting investigations or adjudications is required.
- No perceived or actual conflict of interest with Rocky View County, including, but not limited to, official dealings, employment, financial interest, or any involvement in County political campaigns and/or endorsements.
- The successful applicant will be required to provide proof of any/all qualifications.

Additional Assets

- A Bachelor of Laws (LLB), Juris Doctor degree, or other suitable professional designation
- Served as a lawyer, judge, senior professional, legal educator, ethics educator/professional, workplace investigator, or adjudicator.
- Experience working in a politically sensitive environment.

D. REIMBURSEMENT/OTHER

- The successful interim Complaints Adjudicator will invoice Rocky View County every 30 days for services rendered. Invoices will detail the work and time spent on the specific services rendered.
- Rocky View County will provide technology, and email account, as well as supplies, and administrative support as needed.

E. RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFQ. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Bidders that achieve a 'pass' on Mandatory Technical Requirements will be eligible to be scored in accordance with the evaluation criteria stated below. Bidders that achieve a "fail" on any of the Mandatory Technical Requirements will be considered non-compliant and receive no further consideration in this RFQ process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience & Qualifications	25%	N/A
ii. Proposed Methodology	20%	N/A
iii. Previous Similar Work and References	20%	N/A
iv. Pricing (See Appendix C for details)	35%	N/A
Total Points	100%	N/A

Content for Non-Price Criteria

1. Experience and Qualifications – 5 Points

Each proponent should provide the following in its proposal:

- Years of experience
- Excellent understanding of the scope and desired outcomes.
- Proven experience as a Complaints Adjudicator within the municipal sector – additional weight for direct Council Code of Conduct experience
- Well-rounded knowledge of the Rocky View County's Council Code of Conduct

2. Proposed Methodology – 5 Points

Each proponent should demonstrate the following in its proposal:

- Excellent interpersonal skills
- Integrity, less bias
- Strong critical decision-making ability including logical analysis.
- Detailed approach to managing complaint investigations - from receipt of complaint to the delivery of recommendations to Council.
- Approach to conducting interviews with the Complainant, Claimant, and third party witnesses.

3. Previous Similar Work and References – 5 Points

Each proponent should provide the following in its proposal:

- High degree of similarity between the County's requirements and previously completed work.
- Minimum "5" years or more similar work experience
- Strong credentials

4. Pricing- 5 Points

Each proponent should provide the following in its proposal:

- Pricing shall be quoted in Canadian currency. If not stated otherwise, Rocky View County shall assume prices are quoted in Canadian funds.
- Proposals will remain valid for 90 days of Proposal closing in order to allow the County the time to evaluate the proposals received and to conduct the negotiation with the selected Proponent(s).
- Standard hourly rate
- High hourly rate
- Retainer not required
- See Appendix C Pricing.