

Athabasca Regional Multiplex Society Request for Proposals for Bylaws Evaluation & Rewrite

Issue Date: December 17, 2024

Contract Manager: Rhonda Alix
General Manager

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Address: 2 University Drive
Athabasca, AB
T9S 0A3

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Closing Date and Time: **January 17, 2025**, at 1:00 p.m. (Mountain Standard Time)

Proposals will be received at the Front Desk by 1:00 p.m. (Mountain Standard Time) on **January 17, 2025**.

Proposals shall be submitted to:

Athabasca Regional Multiplex Society
Attention: Rhonda Alix, General Manager
2 University Drive
Athabasca, AB
T9S 0A3

Proposals should be clearly marked:

“Athabasca Regional Multiplex Society RFP Bylaw Evaluation & Rewrite”

Proposals may be delivered to Front Desk by hand, courier, mail or emailed to the General Manager. Proposals that are received after closing time shall not be accepted and will remain unopened.

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PART I. INVITATION

The Athabasca Regional Multiplex Society (ARMS) invites Proponents to submit a formal proposal in response to this Request for Proposals (RFP) for qualified consulting services to evaluate, review and rewrite our Bylaws.

1. Introduction

ARMS is entertaining proposals to evaluate, review and rewrite our Bylaws. Our bylaw register is out of date with numerous amending bylaws. There are bylaws that require updating to our current practices.

ARMS was incorporated in Alberta on November 30, 2007. ARMS is a non-profit society. ARMS is made up of representatives from the Town of Athabasca and Athabasca County to manage the Multiplex facility located at 2 University Drive, which has been in operation for 16 years.

The Athabasca Regional Multiplex Society promotes cultural growth, health, wellness, and fitness for all residents in the Athabasca region. We offer opportunities to participate in a wide range of activities by providing exceptional recreational, leisure and cultural facilities.

Designed as a multi-purpose community facility, the Multiplex is also available for conferences, weddings, trade shows, graduations, parties, and meetings of all kinds. There are rooms to comfortably accommodate small groups to groups over 1,000, allowing a wide range of social, sporting, and cultural activities.

Our Fitness & Aquatic Centre established in May 2019, encompasses a variety of amenities. The Aquatic Centre features a lap pool, a lazy river, a water slide, and so much more. Similarly, the Fitness Centre is equipped with state-of-the-art fitness equipment.

Features of the Athabasca Regional Multiplex include:

- Fieldhouse
 - 26,000 sq. ft. with various courts and activities available
 - Indoor track
- Aquatic Centre
 - 25m 6-lane pool, leisure pool, lazy river, whirlpool, sauna, waterslide, and spray features
- Fitness Centre
- Ice Arena
- Curling Rink
 - 4 sheets
- Meeting Rooms
- Concession
- Lounge
- Baseball Diamonds
- Soccer Fields
- Whispering Hills Daycare
- Located offsite: Nancy Appleby Theatre

Conveniently located beside Edwin Parr Composite School which has approximately 700 students in

grades 7-12.

2. Project Objectives

Core inclusions in the development of the bylaw review process, as listed below, will be contained within a formal document that is well laid out, user-friendly, electronic format and which will be reviewed and formally adopted by the ARMS Board prior to becoming a public document.

- To review all bylaws to ensure they are our current practices.
- To recommend and update bylaws to encompass all amendments to bylaws into clean new bylaws.

3. Closing Date

Proponents are invited to submit a detailed Proposal to provide the Services. Proponents shall submit one hard copy, clearly marked "Request for Proposals for Bylaw Evaluation & Rewrite". Proposals will be received at Front Desk until 1:00 p.m. (Mountain Standard Time) on **January 17, 2025** (the "Closing Date").

Proposals shall be submitted to:

Athabasca Regional Multiplex Society
2 University Drive
Athabasca, AB T9S 0A3
780-675-2967
Attention: Rhonda Alix
multiplexmanager@athabasca.ca

Proposals may be delivered to Front Desk by hand, courier, mail or emailed to the General Manager. Proposals that are received after closing time shall not be accepted and will remain unopened. All Proposals will be date and time stamped upon receipt. In the case of a date and/or time dispute the Multiplex clock will govern. The Multiplex is not responsible for the timeliness of documents delivered or delivered to a location other than the specified address.

4. Definitions

For the purposes of this RFP, the terms below shall be interpreted as follows:

- 4.1 "Business Day" means a day other than a Saturday, Sunday or statutory holiday in Alberta;
- 4.2 "Closing Date" means Monday **January 17, 2025**, or such other date as determined by ARMS, at its sole and unfettered discretion;
- 4.3 "Closing Time" means 1:00 p.m. (Mountain Standard Time) on the Closing Date;
- 4.4 "Contract" means the written agreement negotiated and entered into by the Successful Proponent and ARMS to provide the Services contemplated by this RFP;
- 4.5 "Evaluation Committee" means representatives of ARMS, who are responsible for evaluating the Proposals and recommending Qualified Proponents, if any, to ARMS;
- 4.6 "Evaluation Criteria" means those criteria described in Part IV, paragraph 1.0;
- 4.7 "Invitation to Negotiate" means the last and final phase of the selection process where representatives of ARMS and a Qualified Proponent negotiate the Contract;
- 4.8 "Mandatory Requirements" means the minimum requirements that must be addressed or contained in a Proposal as described in this RFP;
- 4.9 "Proponent" means an individual, a corporation, a partnership, or any combination of the

foregoing, assembled for a common purpose that submits a Proposal to ARMS for evaluation in response to this RFP;

- 4.10 "Proposal" means all the information which is presented to ARMS by a Proponent for evaluation in response to this RFP;
- 4.11 "Qualified Proponent" means a Proponent selected to participate in the Invitation to Negotiate at the sole and unfettered discretion of ARMS;
- 4.12 "RFP" means this Request for Proposals for Bylaw Evaluation & Review Agreement;
- 4.13 "Services" means the functions, duties, tasks, responsibilities, and deliverables upon which this RFP is based; and
- 4.14 "Successful Proponent" means the Proponent which ARMS selects to enter into the Contract with.

Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.

Words in the singular include the plural and vice versa.

PART II. PROJECT REQUIREMENTS

1. Consultant Roles, Responsibilities & Professional Services

The Consultant will be responsible for reviewing all bylaws to guarantee they are complying with the Province of Alberta Societies Act, the best practices and have been approved by the ARMS Board.

- Ongoing consultation with the General Manager on processes.
- Provide a detailed analysis of all bylaws.
- Develop and produce all presentation materials.
- Prepare status reports and presentations for the ARMS Board as requested by the General Manager.
- Prepare a final report with all recommendations to be presented to the General Manager and ARMS Board.

2. Roles & Responsibilities

This project will be managed by the General Manger who will assist and provide resources in the following manner:

- Direct staff to provide all policies, documents, bylaws, and minutes for review.
- Ensure the provision of information and data to the consultant including existing reports, background information and inventory information to the consultant as required; such information shall include, but not necessarily be limited to:
 - Policy manuals
 - All bylaws, (repealed, defeated, amended)
 - All other materials that are requested

PART III. PROPOSAL DETAILED INSTRUCTIONS

1. Mandatory Submission Requirements

- 1.1. In responding to this RFP, Proponents shall submit one hard copy of their Proposal in a sealed envelope or package marked “Request for Proposals for Bylaw Evaluation & Rewrite” ARMS requires that Proponents submit Proposals as follows.
- 1.2. The cover page must clearly identify the following:
 - a. The title of this RFP;
 - b. The Proponent’s name and contact information; and
 - c. The date of submission.
- 1.3. Proposals shall be divided into sections identified as follows:
 - a. Executive Summary;
 - b. Proposal Narrative;
 - c. Proponent/Project Team Qualifications;
 - d. Proponent/Project Team References;
 - e. Fee Proposal; and
 - f. Other Pertinent Information.
- 1.4. Where requested, provide samples, drawings or references that will be used for clarification and confirmation of the services being offered.
- 1.5. Proposals must include all relevant pricing on all items that are the responsibility of the Successful Proponent.
- 1.6. Proposals may be delivered by hand, courier, mail or emailed to the General Manager.
- 1.7. Proposals will be opened following the Closing Time. Proposals will NOT be opened in public.
- 1.8. Proposals must include all required information.
- 1.9. Proponents must fully disclose, in writing to ARMS on or before the Closing Date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP. ARMS shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of ARMS, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP.

2. Executive Summary

1. This chapter should include each of the following items and be no more than two pages in length:
 - A brief description of the Services that are proposed;
 - A brief outline of the unique advantages of the proposed solution; and
 - Corporate name.

3. Proposal Narrative

3.1 In this chapter of the Proposal, the Proponent must demonstrate an understanding of the key requirements of the project and outline the approach taken to completing all aspects of the Services. All assumptions made in preparing the Proposal should be identified clearly. These assumptions will be vetted by the Evaluation Committee and clarification may be required, as necessary. This chapter gives the Proponent the opportunity to describe in detail the unique advantages of the Proponent's proposed solution that illustrates the "added value" that the Proponent has to offer. Be sure to address all of the requirements and specifications contained in the RFP.

4. Proponent Profile/Project Team Qualifications

4.1 The Proponent must indicate the Proponent's/project team's qualifications and capabilities to provide the Services, including past projects having similar requirements to the one being proposed. Include qualifications of the Proponent/project team members, including any subcontractors (if applicable). Specify how these staff will be organized and supervised on the project.

5. Proponent/Project Team References

5.1 The Proponent must provide three references from customers who have contracted with the Proponent. At least one reference from a publicly operated organization is desirable.

5.2 ARMS reserves the right to contact these references, or any other references known to ARMS, without prior notification to the Proponent. ARMS also reserves the right to contact any previous or current user of the Proponent's services.

6. Fee Proposal

6.1 The Proponent shall provide a fee proposal at this time. The proponent is to provide any terms and conditions regarding payment/fee proposal.

6.2 All prices shall be quoted in Canadian dollars with GST identified separately.

7. Other Pertinent Information

7.1 The Proponent should provide any other pertinent information it deems necessary.

PART IV. EVALUATION CRITERIA

1 General

- 1.1 As a general framework, all Proposals presented by Proponents will be evaluated in the context of the overall value they bring to ARMS. The criteria to be considered by ARMS will include a combination of expertise, qualifications, fee, and such other criteria as determined by ARMS at its sole and unfettered discretion (the "Evaluation Criteria"). ARMS shall use the Evaluation Criteria listed below as the basis for its evaluation of submitted Proposals.
- 1.2 The Evaluation Committee will utilize specific evaluation criteria to rate various requirements for evaluation purposes. Subject to the requirements of *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.
- 1.3 As ARMS evaluates Proposals and bases any decision to award a contract on the contents of the Proposals as submitted, each Proposal shall include any and all information required as called for in the RFP. It shall be explicitly understood that there shall be no opportunity to make any material changes to the Proposal, including any alteration, addition, or deletion of any element within the Proposal as submitted by the Proponent after the RFP has closed.

Evaluation Criteria	Points	Score	Total
Demonstrated understanding of project goals	10 Pts		
Approach and methodology	20 Pts		
Clear definition of process with tangible, relevant outcomes	20 Pts		
Innovation and creativity in approach	10 Pts		
Qualifications of project team and firm's relevant experience	20 Pts		
Fee	20 Pts		
TOTAL	100 Pts		

SCORE	DESCRIPTION
5	Excellent Exceeds the requirement of the criteria significantly in a way that is beneficial to ARMS needs.
4	Very Good Exceeds the requirement of the criteria in a way that is somewhat beneficial to ARMS needs.
3	Good Fully meets the requirement of the criteria.
2	Average Adequately meets most of the requirements of the criteria; may be lacking in some areas that are not critical.
1	Poor Minimally addresses some, but not all, of the requirements of the criteria; lacking in critical areas.
0	Very Poor Does not satisfy the requirements of the criteria in any manner.

- 1.4 By submitting a Proposal, the Proponent acknowledges and agrees that:
- 1.4.1 ARMS has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the Evaluation Criteria; and
 - 1.4.2 It waives any right to contest in any legal proceedings or otherwise the decision of ARMS to award points in respect of the Evaluation Criteria.

PART V. SELECTION PROCESS

1. Process Stages

The Successful Proponent will be selected through the following process:

- Stage One – Request for Proposal;
- Stage Two – Evaluation and Interview (optional – short-list only);
- Stage Three – Invitation to Negotiate (one or (if necessary) more Qualified Proponents); and
- Stage Four – Award of Contract.

1.1. Stage One

- 1.1.1. An RFP will be issued by ARMS to potential Proponents as determined by ARMS in its sole and unfettered discretion;
- 1.1.2. Any questions raised by potential Proponents during this stage shall be submitted in writing and must be received by ARMS no later than **January 10, 2025**.
Submitted to: multiplexmanager@athabasca.ca;
- 1.1.3. The Proponent has the responsibility to notify ARMS, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal;
- 1.1.4. Verbal responses to any inquiry are not binding on either party.

1.2. Stage Two

- 1.2.1. Following the initial review, and clarifications, if any, ARMS may, in its sole and unfettered discretion, interview anyone, or more of the Proponents that have submitted a Proposal in response to this RFP. This interview may be virtual or in-person; and
- 1.2.2. By submitting a Proposal, each Proponent acknowledges and agrees that the holding of an interview shall not constitute an express or implied representation, warranty or undertaking on the part of ARMS as it relates to the content of the Proposal submitted by the Proponent, and ARMS expressly rejects any express or implied representation, warranty or undertaking which may arise as a result of the Proponent submitting a Proposal in response to this RFP.

1.3. Stage Three

- 1.3.1. After Stage One and Two have concluded, the Evaluation Committee may select the Qualified Proponent with the most attractive Proposal to participate in the Invitation to Negotiate ("ITN");
- 1.3.2. During the ITN stage, ARMS will engage in bilateral negotiations with the Qualified Proponent selected to participate in the ITN. At the conclusion of these negotiations, ARMS, in its sole and unfettered discretion, may select the Successful Proponent based on the terms agreed to as a result of their negotiations;
- 1.3.3. Should the bilateral negotiations with the above-mentioned Qualified Proponent does not result in an executed contract, ARMS reserves the right to contact the Qualified Proponent with the next most attractive Proposal to participate in the ITN

as set out above;

- 1.3.4. The Proposals received shall remain open for acceptance for a period of 90 days following the Closing Date in order to allow ARMS to undertake the evaluation of the Proposals received, to conduct the interviews noted above, and to enter into the ITN;
- 1.3.5. However, as stated previously, until the Contract is actually executed, ARMS reserves the right to terminate negotiations, cancel the project, and proceed with the project on different terms, all without compensation to the Proponents; and
- 1.3.6. ARMS reserves the right to determine the location, date and times of all meetings related to the negotiation of the Contract.

1.4. Stage Four

- 1.4.1. The award of contract by ARMS for the Services occurs once the Successful Proponent receives a Notice of Award of Contract letter duly executed by ARMS.

PART VI. RFP ADMINISTRATION TERMS AND CONDITIONS

1. Reservation of Rights

- 1.1. The fee will be only one of the determinants for acceptance of a Proposal by ARMS. The fee proposal will not necessarily be accepted, and ARMS reserves the right to reject any or all Proposals at its sole and unfettered discretion.
- 1.2. ARMS also reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation but should not be used to revise the Fee.
- 1.3. At all times, ARMS reserves the right to seek written clarifications of a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal and be binding upon the Proponents.

2. Disclaimer of Liability and Indemnity

- 2.1. ARMS, its directors, officers, servants, employees, agents and consultants expressly disclaim any and all liability for representations, warranties (express or implied), errors or omissions in the RFP package or in any written or oral information transmitted or made available at any time to a Proponent or on behalf of ARMS.
- 2.2. By submitting a Proposal, a Proponent agrees:
 - 2.2.1. To be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
 - 2.2.2. that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
 - 2.2.3. that it has gathered all information necessary to perform all of its obligations under its Proposal;
 - 2.2.4. that it is solely responsible for ensuring that it has all the information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
 - 2.2.5. to hold harmless ARMS, its elected officials, officers, employees, insurers, agents, or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
 - 2.2.6. that it shall not be entitled to claim against ARMS, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from ARMS or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient;
 - 2.2.7. that ARMS will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to ARMS acceptance or non-acceptance of its Proposal; and
 - 2.2.8. to waive any right to contest in any proceeding, case, action or application, the right of ARMS to negotiate with any Proponent for the Contract whomever ARMS deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to ARMS.

- 2.3. The Successful Proponent shall release, indemnify and hold harmless ARMS and its elected and appointed officers, servants, agents, employees, or contractors, from and against any and all losses, claims, demands, payments, suits, actions, damages, judgments and expenses (including solicitor's fees), of every nature and description brought or recovered against or incurred by ARMS and its elected and appointed officers, servants, agents and employees, arising out of or related to the Successful Proponent's breach of the Contract, or by reason of any act or omission or alleged act of omission of the Successful Proponent, its agents, employees or contractors in the performance of the Contract, or arising from the exercise of any rights or remedies of ARMS.

3. No Tender and No Contractual Relationship

- 3.1. This selection process is not a tendering process. It is part of an overall selection process intended to enable ARMS to identify a potential Successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between ARMS and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between ARMS and the Proponent arising from this RFP or the submission of a Proposal.
- 3.2. Further, the Proponent acknowledges and agrees that this procurement model is not a tender but a Request for Proposal. A Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract by notifying ARMS General Manager in writing.

4. Discretion

- 4.1. Notwithstanding any other provision of this RFP to the contrary, the provisions in Part VI, paragraph 4 prevail, govern, and override all other parts of this RFP. ARMS is not bound to accept any Proposal. At any time prior to execution of the Contract, ARMS may, in its sole and unfettered discretion, or for its own convenience, terminate the selection process, cancel the Project, and proceed with the Project on different terms. All of this may be done with no compensation.
- 4.2. ARMS reserves the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accepting the lowest priced Proposal, and not accepting any Proposal. ARMS reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the Mandatory Requirements. Selection of the Successful Proponent, if any, is at the sole and unfettered discretion of ARMS.
- 4.3. ARMS is not bound to negotiate with any Proponent.
- 4.4. ARMS is not bound to grant an interview to any Proponent.
- 4.5. ARMS reserves the right, at its sole and unfettered discretion, to:
- 4.5.1. negotiate the specific contractual terms and conditions, including but not limited to the Fee;
 - 4.5.2. waive any formality, informality, or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
 - 4.5.3. negotiate with any or all Proponents; and
 - 4.5.4. receive, consider, negotiate, and/or accept any Proposal, regardless of whether it

complies (either in a material or non-material manner) with the Mandatory Requirements or not.

5. Representations and Warranties

- 5.1. ARMS makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP. Information referenced in this RFP, or otherwise made available by ARMS or any of its elected officials, officers, employees, agents, or advisors as part of the selection process, is provided for the convenience of the Proponent only.
- 5.2. The Proponent is required to immediately bring forth to ARMS any conflict or error that it may find in the RFP.
- 5.3. Proponents are hereby required to satisfy themselves with the accuracy and/or completeness of the information provided in this RFP.

6. Information Disclosure and Confidentiality

- 6.1. All documents submitted to ARMS will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIPP"). FOIPP allows persons a right of access to records in ARMS custody or control. It also prohibits ARMS from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIPP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, ARMS cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under FOIPP.

7. Disqualification

- 7.1. The failure to comply with any aspect of this RFP (either in a material way or otherwise), including, but not limited to, the instructions to Proponent, shall render the Proponent subject to such actions as may be determined by ARMS, including disqualification from the selection process, suspension from the selection process and imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.