

REQUEST FOR PROPOSALS

RFP-2023-23

ASSET RETIREMENT OBLIGATION (ARO) STANDARD - IMPLEMENTATION

RFP ISSUE DATE: October 12th, 2023

CLOSING DATE: October 26th, 2023

RFP CLOSING TIME: 14:00 MST

Proposals Submitted Only in Prescribed Manner

Proposals must be submitted in accordance with the submission instructions in Section 3.8. Proposals submitted in any other manner will be disqualified. Proposals received after the Closing Date and Time will not be considered.

Competitive Bid Documents

The Town's website and Alberta Purchasing Connection ("APC") are the only authorized websites to obtain competitive bid documents for Town of Peace River opportunities. The Town of Peace River shall not be held responsible for competitive bid documents that are located on any other websites.

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1. Introduction

1.1. Invitation to Proponents

This Request for Proposals ("RFP") is an invitation by the Town of Peace River (the "Town") to prospective Proponents to submit non-binding Proposals for the provision of project management services to complete the implementation and transition of the Town's Asset Retirement Obligations (ARO) Implementation (the "Project") as further described in Section 2 - Deliverables (the "Deliverables").

1.2. Town of Peace River

The Town of Peace River is in Northern Alberta, two hours northeast of Grande Prairie. The Town provides a wide variety of services to residents within the Town and the surrounding area. It is an urban municipality with a population of approximately 6,850 residents.

There are approximately 63 full-time staff members, 4 part-time and numerous seasonal/casual employees (pool, fire protection, recreation) that provide municipal services to the residents of the Town. The administration of the Town is the responsibility of the elected Mayor and Council Members and delegated through the CAO to three operating departments (Corporate Services, Engineering and Infrastructure and Community Services).

1.3. Background

In August 2018, the Public Sector Accounting Board ("PSAB") issued the new PS 3280 Asset Retirement Obligations ("ARO") to establish an accounting standard for public entities that addresses the accounting and reporting of *legal obligations* associated with the retirement of tangible capital assets. The new standard is effective for annual financial statements relating to fiscal years beginning on or after April 1, 2022.

The new PS 3280 provides new requirements for the accounting of AROs and applies to AROs associated with tangible capital assets controlled by the public sector entity regardless of whether they are in productive use or no longer in productive use.

Items identified in preliminary review of the Town's current tangible capital asset listings that will require ARO review and the development of related documentation in the scoping phase include, but are not limited to, the following:

- Buildings of varied ages (potential asbestos implications);
- Landfill and Green Waste Facility (retirement obligations);
- Underground and aboveground storage tanks;
- Review of Statutory Right-of-Way Agreements;
- Wastewater Treatment Plant, Pump Stations and Sani-dump Station;
- Wells (owned and non-owned, in operation and decommissioned);

- Streetlights (disposal and PCB compliance);
- Underground pipes (asbestos removal requirements);
- Gravel pit (future obligations); and
- Review of lease obligations (Town as lessee and lessor).

The Town's Financial Statements are available within the Finance section on the Town's website via:

<https://peacriver.ca/council/reports>

1.4. Definitions

In this Request for Proposals, in addition to any words defined above,

"Addendum" and **"Addenda"** mean additional information or amendments to this RFP, issued by the Town.

"Agreement" means the written agreement between the Town of Peace River and the successful Proponent resulting from this RFP.

"Closing Date and Time" means the date and time that Proposals to this RFP must be received.

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP 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 Town in the preparation of its Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP 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.

"Contact Person" means the person named in Section 3.3 – Enquiries.

"Deliverables" means the goods and/or services that the Town seeks to be provided by the Supplier, as further defined in Section 2 – Deliverables.

"Evaluation Committee" means the team of qualified staff appointed by the Town to review and assess Proposals.

“Must”, “Mandatory”, or “Required” means a requirement that must be met in order for a Proposal to receive consideration.

“Proponent” means a person or entity that submits a Proposal to this RFP.

“Proposal” means a response submitted to this RFP.

“Request for Proposal” or “RFP” means this Request for Proposals and includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addendum before the Closing Date and Time.

“Section” means the numbered section of the referenced part of this RFP.

“Supplier” means the successful Proponent; the individual, firm, co-partnership, or corporation retained by the Town to perform the Deliverables in accordance with the Agreement.

2. Deliverables

2.1. Description of Deliverables

The objective of the Project is to implement the new accounting standard Section PS 3280 for Asset Retirement Obligations (ARO) into the Town’s annual audited financial statements.

Scope of Work:

The scope of work and Deliverables to be provided by the successful Proponent include but are not limited to the following:

Framework:

- Develop an implementation strategy for the adoption and integration of the new accounting standard.
- Develop policy and procedures for the adoption of the new ARO accounting standard;
- Develop a method and process to update the calculations for subsequent years.

Identification & Reconciliation:

- Reconcile the multiple tangible capital asset listings for the purpose of establishing one tangible capital listing;
- Identify any applicable regulations and / or legal requirements; and
- Identify assets that are within the scope of the new standard.

Recognition & Measurement:

- Recommend the transition method for adoption of the standard;
- Form assumptions to be applied to measurement of the retirement obligation including whether a discount rate will be used; and
- Calculate asset retirement obligation costs for in-scope assets, including separation of legally required costs from other optional costs.

Reporting & Presentation:

- Assist the Town with incorporating the required reporting into December 31, 2023 financial statements, including restatement of 2022 comparative figures; and
- Recommend roles and responsibilities for subsequent measurement and reporting.

2.2. Term of Engagement

The successful Proponent should be prepared to commence work immediately after the Agreement is awarded and shall complete the work by February 28, 2024.

The Town reserves the right to engage the successful Proponent for additional services related to the ARO standard for a period of up to one (1) year after the term completion date noted above.

Proponents are to provide a customized rate sheet as per Appendix C – Pricing Form. Additional services, if any, will utilize the rates within the rate sheet.

2.3. Budget

The Town is not disclosing a budget for the Deliverables as part of this RFP process. Proponents should provide their required remuneration as part of their Proposal.

2.4. Innovation and Value-Added Services

Given the Town's objectives and the Proponent's best practices experience, the Proponent may have additional project offerings that will ensure the overall short and long-term success of the Town's project as defined in this RFP.

The Proponent may include ideas beyond the scope of the RFP that provide added benefit to the Town not specifically asked for in this RFP and what the Proponent is prepared to supply and provide as part of the Agreement. Unless otherwise stated, it is understood that there will be no extra costs for these items; however, if the Proponent identifies any additional costs pertaining hereto, the summary and explanation of the value-added costs should be included and identified in the Fee Schedule.

2.5. Supplier Requirements

The Supplier shall provide the Town with proof of the following prior to beginning work on this Project:

- a Business License that allows the Supplier to perform work in Peace River (either a Peace River Business License or a Yearly Non-Resident Business License).
- WCB Clearance Letter addressed to the Town of Peace River, indicating that account is active and in good standing.
- Commercial General Liability Insurance coverage in the amount of \$2,000,000 as per the requirements in the Agreement.
- Automobile Liability Insurance coverage in the amount of \$2,000,000 as per the requirements in the Agreement.
- Professional Errors and Omissions Insurance coverage in the amount of \$5,000,000 as per the requirements in the Agreement.

For clarity, a Proponent is not required to be in possession of all of the above at the time of submitting a Proposal, but if they are the successful Proponent and invited to enter into an Agreement, they must be prepared to obtain the above and provide proof to the Town.

3. RFP Process

3.1. Schedule of Events

Event:	Date:
Issue Date of this RFP	October 12, 2023
Deadline for Questions	October 19, 2023
Anticipated Last Day to Issue Addenda	October 23, 2023

RFP Closing Date and Time:	October 26, 2023 at 14:00 MST
Anticipated Notice of Award	November 1, 2023

The above dates are subject to change at the discretion of the Town.

3.2. No Site Meeting

No site meeting will be held for this RFP. Proponents should submit any questions they may have in accordance with Section 3.3.

3.3. Enquiries

The point of contact at the Town of Peace River for any queries or questions related to this RFP (RFP Contact Person) is:

- Sam Mugford, Director of Corporate Services
- Email: smugford@peacriver.ca

Proponents should contact the RFP Contact Person with any questions, in writing, by email only, prior to the Deadline for Questions noted in Section 3.1 – RFP Schedule. This will allow the Town, at its discretion, to issue addendum prior to the Anticipated Last Date to Issue Addenda. Questions received after the Deadline for Questions will be addressed if time permits.

Verbal discussion between Town staff and a Proponent shall not become a part of the RFP unless confirmed by a written Addendum. The Town shall not be held responsible for any misunderstanding by the Proponent.

3.4. Proponents to Review RFP

Proponents shall carefully review the RFP documents immediately upon receipt of the RFP and report any errors, omissions or ambiguities, and ask any questions that will further their understanding of the request. The Proponent is solely responsible to seek clarification from the Town on any matter it considers to be unclear and Proponents are to rely on their own independent analysis in preparing a submission.

It is the Proponent's responsibility to determine if, as part of their evaluation of this assignment and the preparation of their Proposal, they need to request access to any information included in this RFP. If there are any services that are not included in the Deliverables, but which the Proponent deems necessary to successfully complete this assignment, the Proponent should advise the RFP Contract Person.

3.5. All New Information by way of Addenda

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Town may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (i.e. on the Town of Peace River website or APC only).

Each Addendum will form an integral part of this RFP. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Town

deems it necessary to issue an Addendum after the Anticipated Last Day to Issue Addenda, as detailed in Section 3.1, then the Town may extend the Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proponents must confirm receipt of all Addenda on Appendix A – Submission Form, to be submitted as part of their Proposal.

3.6. Conflict of Interest

The proponent shall not engage in any Conflict of Interest communications. Proponents should note that Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the Town's opinion, give rise to a conflict of interest in connection with the RFP.

3.7. Qualifications

By submitting a Proposal, the Proponent is representing that it has the competence, qualifications, and relevant experience to carry out the work and will employ the same experienced staff to efficiently and safely perform the Deliverables.

3.8. Submission of Proposals

Proponents will submit their Proposal to this RFP either by mailing or emailing a digital copy of their proposal to the RFP Contact Person as detailed in Section 3.3 – Enquiries. The Town shall not be responsible for incomplete or misdirected Proposals due to electronic technical or other problem arising out of the Proponent's submission.

Proponents are cautioned that the Submission Deadline is based on when the proposal is RECEIVED by the Municipality, and NOT when a proposal is submitted by the proponent. It is the sole responsibility of the proponent to be mindful of the length of time for the proposal to be transmitted due to file transfer size, transmission speed, etc., and the Municipality shall not be responsible for any delivery issues whether or not caused by the Municipality's server. As such, proponents are encouraged to seek confirmation from the Municipality that their proposal has been received.

Proposals submitted in any other manner will not be accepted.

Proposals must be received no later than the RFP Closing Date and Time detailed in Section 3.1. It is solely the responsibility of the Proponent to ensure that the Proposal is received on time.

Proposals must be received no later than the RFP Closing Date and Time detailed in Section 3.1 above. It is solely the responsibility of the Proponent to ensure that the Proposal is received on time.

3.9. Amendment or Withdrawal of a Proposal

A Proponent may amend a Proposal at any time up until the RFP Closing Date and Time by sending their amended Proposal to the RFP Contact Person via the methods outlined in Section 3.8 above. Amended Proposals must be clearly identified as amendments.

A Proponent may withdraw a Proposal that is already submitted at any time up until the RFP Closing Date and Time by contacting the RFP Contact Person via the methods outlined in Section 3.8 above.

3.10. Remedy Period

Notwithstanding the requirements for mandatory criteria and scored criteria, the Town may, in its sole discretion, provide written notification to a Proponent that identifies any of the mandatory or recommended requirements not met and provides the Proponent with five (5) calendar days to remedy and supply the requirements. This option to remedy missing requirements shall be exercised at the absolute discretion of the Town and does not apply to Proposals received after the Closing Date and Time.

3.11. Clarification and Verification

At any point in the evaluation process, the Town may, at its sole option, request further details or clarification from the Proponent and/or third parties on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Town may use this information to reassess and/or re-score the Proposal according to the scored criteria.

Proponents should note that the Town, in addition to any other remedies it may have at law or in equity, reserves the right to rescind any contract awarded to a Proponent in the event that the Town determines that the Proponent made a misrepresentation or provided any inaccurate, misleading or incomplete information in its proposal or during contract negotiations.

4. Evaluation of Proposals & Award of Agreement

The Town will conduct the evaluation of Proposals and selection of a successful Proponent in accordance with the process detailed in this Section. Evaluation of Proposals will be by a Proposal Evaluation Committee. The Town's intent is to enter into an Agreement with the Proponent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

4.1. Stage I – Compliance Review

Prior to the evaluation of Proposals, the Town will review each Proposal to determine if it complies with the submission instructions and mandatory requirements provided in this RFP. If, in the sole discretion of the Town, a Proposal does not materially comply with the requirements set out in this RFP and/or the Town determines that there is a material or perceived conflict of interest, the Proposal will be disqualified from further consideration.

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

Mandatory Criteria:	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 3.1 – Schedule of Events
2	The Proposal must be submitted in accordance with the requirements of Section 3.8 – Submission of Proposals
3	The Proposal must include the following completed forms: <ul style="list-style-type: none"> • Appendix A – Submission Form • Appendix B – Pricing Form
4	The Proposal must include the information requested on the following forms, either on the forms or a format of their choice: <ul style="list-style-type: none"> • Appendix C – Rated Criteria Form

4.2. **Stage II – Evaluation of Rated Criteria**

Proposals that are deemed compliant after Stage I will be evaluated in Stage II. The evaluation team will establish the Stage II score using the following criteria. Rated criteria are set out in Appendix C – Rated Criteria Form.

Scored Criteria	Weighting (Points)
Approach & Methodology	45
Proposed Team, Experience and Qualifications	25
Innovation & Value-Added Services	5
Total	75

Threshold: A minimum score of forty (40) points must be obtained in this Stage for a Proponent to move to Stage III.

Any proposal not meeting a threshold score will not be given further consideration.

Scoring Methodology

Each criterion will be scored by the evaluation committee as a percentage out of 100, which will then be multiplied by the weighting to provide a weighted score.

4.3. Stage III – Evaluation of Pricing

At the conclusion of Stage II, any proposals that have met the minimum scores and minimum overall threshold requirement will advance to Stage III – Pricing Evaluation.

Scored Criteria	Weighting (Points)
Pricing	25

Scoring Methodology

Each Proponent will receive a percentage of the total possible points allocated to price by dividing that Proponent’s price into the lowest bid price of *Stage III Proponents*. For example, if the lowest bid price is \$120,000, that Proponent receives 100% of the possible points for that category ($120,000/120,000 = 100\%$), a Proponent who bids \$150,000 receives 80% of the possible points for that category ($120,000/150,000 = 80\%$) and a Proponent who bids \$240,000 receives 50% of the possible points for that category ($120,000/240,000 = 50\%$).

$$\frac{\text{Lowest price}}{\text{2nd lowest price}} \times \text{Total available points} = \text{Score for proposal with 2nd lowest price}$$

$$\frac{\text{Lowest price}}{\text{3rd lowest price}} \times \text{Total available points} = \text{Score for proposal with 3rd lowest price}$$

4.4. Stage IV – Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, each Proposal’s weighted scores will be added together, and Proposals will be ranked according to their total weighted scores. Subject the express and implied rights of the Town, the highest scoring Proponent will be selected to enter into negotiations for an Agreement unless the Town wishes to proceed with Interviews as per Section 4.5 below. In the event that two or more Proposals have an equal total weighted score, Proponents may be invited for interviews/presentations or may be asked to submit a Best and Final Offer; otherwise, the Proponent with the lowest total price will be invited to enter into an Agreement with the Town.

Stage IV – Cumulative Scores	Weighting (Points)
Stage II – Rated Criteria	75
Stage III – Pricing	25
Total Points	100

4.5. Stage V – Interviews/Presentations

The Town, at its sole discretion, or in the event of a tied score between Proponents, may shortlist the Proponents and may invite one or more Proponents to an interview in order to further evaluate the Proposal(s).

Any interview that takes place will be evaluated out of an additional 25 points for a revised total available proposal score of 125 points. The Town reserves the right, at its sole discretion, to adjust the initial evaluation scores up or down following the interview.

4.6. Negotiations & Execution of an Agreement

Neither the Town nor any Proponent will be legally bound to provide or purchase the Deliverables until the execution of a written Agreement.

The Town will invite the top ranked Proponent to enter into discussions with a view to concluding an Agreement. No Proponent shall have any rights against the Town arising from such negotiations.

It is the intent of the Town to ensure it has the flexibility it needs to arrive at a mutually acceptable Agreement. Negotiations may include, among other things:

- Clarifications or amendments to the scope of goods/services, plus any resulting price adjustments.
- Social and environmental aspects.
- Innovations.
- Terms and conditions of the Agreement.

Proposals should remain valid for a period of sixty (60) days following the Closing Date and Time of this RFP.

The Town would seek to execute an Agreement within 20 days of issuing an invitation to the Proponent to conclude an Agreement. If the Town and the preferred Proponent cannot negotiate a successful Agreement within this time-period, the Town may terminate negotiations with that Proponent and invite the next-highest-ranked Proponent to conclude an Agreement. The Town may then continue this process until an Agreement is executed, or there are no further Proponents, or the Town otherwise elects to cancel the RFP process entirely. For clarity, the Town may discontinue discussions with a Proponent if at any time the Town is of the view that it will not be able to conclude an Agreement with that Proponent.

The Town may rescind an award if the Proponent is unable to provide the adequate business and insurance documents, as requested under Section 2.5 – Supplier Requirements.

5. Terms & Conditions of RFP Process

5.1. Not a Tender Call

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

By this RFP, the Town reserves itself the absolute and unfettered discretion to invite Proposals, consider and analyze submissions, select short-listed Proponents or attempt to negotiate an Agreement with the successful Proponent as the Town considers desirable. Proposal submission by a Proponent and its subsequent receipt by the Town does not represent a commitment on the part of the Town to proceed further with any Proponent or project.

5.2. No Obligation to Proceed

Though the Town fully intends to proceed through the RFP, the Town is under no obligation to award an Agreement as a result of this RFP. The receipt by the Town of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in an Agreement with the Town.

5.3. Limitation of Liability

No representation, warranty or undertaking, expressed or implied, is or will be made by, and no responsibility is or will be accepted by, the Town in relation to this RFP or the completeness or accuracy of any information presented in the RFP.

5.4. Procedural Rights of the Town

The Town has the right, at its sole discretion, at any time, either before or after the Closing Date and Time, to:

- a) accept, reject, or disqualify any Proposal;
- b) determine whether a Proposal is in compliance with the RFP or whether a failure to comply is material or not;
- c) if only one Proposal is received, elect to accept it, reject it, and/or re-issue the RFP documents for re-bid without revising the existing RFP documents;
- d) alter or amend any aspect of the RFP;
- e) seek clarification or request further information or documentation from any or all Proponents, or from third parties;
- f) elect not to proceed with the RFP;
- g) cancel this RFP and subsequently call for new submissions for the subject matter of this RFP (including any portion thereof);

- h) select one or more than one Proponent for the performance of all or any part of the goods and/or services that are the subject matter of the RFP;
- i) decline to enter into an Agreement with any Proponent if the Town is of the opinion that the Proponent submitted pricing that is too low to be sustainable and/or the successful provision of the Deliverables according to the RFP would be in jeopardy; and,
- j) cancel its decision to enter into an agreement with any Proponent in the event of any material change with the respect to the Proponent's Proposal that has not been approved by the Town;

in each case without any liability for costs, expenses or damages incurred or suffered by any Proponent or entity.

5.5. Pricing

Where applicable, Proponents shall give both unit prices and extended totals. The Town reserves the right to correct a patent computational or other mathematical error evident on the face of the bid, however, unit prices will not be adjusted. In the case of a discrepancy in computing the amount of a proposal, the unit price will govern over extended totals.

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

5.6. Disqualification

The Town may, at its sole discretion, disqualify a proposal or cancel its decision to award to any Proponent under this RFP process, at any time prior to or after the execution of an agreement, if:

- a) the Proponent or Proposal is not materially compliant with any part of this RFP;
- b) the Proponent fails to cooperate in any attempt by the Town to verify any information provided by the Proponent in its Proposal;
- c) the Proposal, in the opinion of the Town, contains false, misleading, or misrepresented information;
- d) the Proposal, in the opinion of the Town, reveals a real, foreseeable or perceivable conflict of interest;
- e) there is evidence that the Proponent, its employees, agents, suppliers, or representatives colluded with one or more other Proponents or any of its respective employees, agents, suppliers or representatives in the preparation or submission of Proposals;

- f) the Proponent has been responsible for significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the Town or any other party;
- g) there is evidence professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- h) there is evidence that the Proponent was convicted of a criminal offence or other serious offences; or
- i) the Proponent has filed for bankruptcy.

5.7. Best and Final Offer

At its sole discretion, the Town may provide Proponents with an opportunity to provide a Best and Final Offer (BAFO). The BAFO process represents an optional step in the Supplier selection process. BAFOs may be useful, for example, when no single response addresses all the specifications, when shortlisted proposals are over budget, when two or more Proponents are tied or nearly tied (e.g. 1% apart or less) after the evaluation process, or when Proponents submitted responses that are unclear or deficient in one or more areas.

The Town may restrict the number of Proponents invited to submit a BAFO or may offer the option to all Proponents. In either case, the Town will provide the same information and the same submission requirements to all Proponents chosen to submit a BAFO. Proponents may be asked to review their offers, provide additional clarification to specific sections of the RFP, or respond to an updated scope of Deliverables.

If a BAFO is requested, submitting a BAFO response is optional. Those choosing not to submit a BAFO should submit a written response notifying the Town that their response remains as originally submitted.

A BAFO may be submitted only once and the terms of the BAFO will not identify either the current rank of any of the Proponents selected for a BAFO or the offers currently proposed.

5.8. Proposals in English

All Proposals are to be in the English language only.

5.9. Only One Entity as Proponent

The Town will accept Proposals where more than one organization or individual is proposed to deliver the Deliverables, so long as the Proposal identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform the Agreement if executed. The Town will only enter into an Agreement with that one Proponent. Any other entity involved in delivering the Service should be listed as a subcontractor. The Proponent may include the subcontractor and its resources as part of the Proposal and the Town will accept this, as presented in the Proposal, in order to perform the evaluation. All subcontractors to be used in the Service must be clearly identified in the Proposal.

5.10. Proposals to Contain All Content in Prescribed Forms

All information that Proponents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The Town may not consider any information that is not submitted within the Proposal or within the pre-prescribed forms set out in this RFP.

5.11. Information in RFP Only an Estimate

While the Town has made every effort to ensure the accuracy of the information contained in this RFP, the Town makes no representations, warranties, or guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Deliverables. Proponents must obtain all information they deem necessary, including verification of quantities or measurements, in order to prepare a Proposal.

5.12. Proponent Expenses

Proponents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the Town, if required. The Town will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Agreement, or any matter whatsoever, including any actual or alleged unfairness on the part of the Town at any stage of the Request for Proposal process.

5.13. Retention of Proposals

All Proposals submitted to the Town will not be returned and will be retained in accordance with the *Freedom of Information and Protection of Privacy Act* ("FOIP").

5.14. Notification to Unsuccessful Proponents

At any time up until or after the execution of a written Agreement with the Supplier, the Town may notify unsuccessful Proponents in writing that they have not been selected to conclude an Agreement. Unsuccessful

5.15. Proponent Not to Communicate with Media

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

5.16. Conflict of Interest

All Proponents must disclose an actual or potential conflict of interest, as set out in Appendix A – Submission Form. The Town may, at its sole discretion, disqualify any Proponent from this RFP process, if it determines that the Proponent's conduct, situation, relationship (including relationships of the Proponent's employees and Town employees) create or could be perceived to create a conflict of interest.

The Town may rescind or terminate an Agreement entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Submission Form.

5.17. No Lobbying

Proponents must not, in relation to this RFP 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).

5.18. 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 Town; 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 RFP.

5.19. Confidentiality of Town Information

Information pertaining to the Town obtained by the Proponent as a result of participation in this RFP process is confidential and must not be disclosed without written authorization from the Town.

All Proponents and any other persons who, through this RFP process, gains access to the Town's confidential information, are required to keep all information strictly confidential, which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Supplier, if any, over the course of the Agreement.

5.20. Confidentiality of Proponent Information

Proponents should note that in accordance with the provisions of *Freedom of Information and Protection of Privacy Act*, certain details of this RFP and any executed Agreement may be made public, including the Supplier's name and total Agreement price. Proponents should be aware of and review the Town's obligations under FOIP and the Town's limited ability to refuse to disclose third party information pursuant to Division 2 of FOIP.

Proponents are advised that their Proposals or Agreement details may, as necessary, be disclosed on a confidential basis to advisers retained by the Town to advise or assist with the RFP process or other matters.

5.21. No Contract A and No Claims

This RFP process is not intended to create no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the Town and any Proponent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Proponent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Agreement for the Deliverables.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Proponent's

participation in this RFP, including where the Town does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the Town not execute an Agreement with the Proponent for any reason whatsoever.

5.22. Governing Law and Trade Agreements

This RFP is governed by the laws of the Province of Alberta and any other agreements that exist between the Province of Alberta and other jurisdictions.

APPENDIX A – SUBMISSION FORM

Proposals should include this Appendix A – Submission Form.

1. Proponent Details:

Full Legal Name of Proponent:	
Other “DBA” Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Confirmation of Addenda Received:

We have checked the Town of Peace River and APC for Addenda and confirm receipt of the following Addenda, issued by the Town up until the Closing Date and Time:

Addendum #	Issued on Date:

3. Subcontractors:

Subcontractors to be used for the work are as follows:

Name of Subcontractor	Role on Project

4. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Submission Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Deliverables and meet the Supplier Requirements detailed in Section 2 for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the Town and us, the Proponent, and that no contractual obligations shall arise between the Town and us, the Proponent, until and unless we execute a written Agreement with the Town.
- d. We certify that we have not engaged in any conduct which would constitute a Conflict of Interest in relation to this RFP process, and that there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP; or, we have disclosed any potential, perceived, or actual conflict of interest below:

5. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Signature

Name

Title

Date

APPENDIX B – PRICING FORM

Proposals should include this Appendix B – Pricing Form, as well as an Hourly Rate Schedule Breakdown, as described in Section 3 of this Appendix.

1. Pricing Basis:

Pricing entered into the tables of Section 2 below, shall be on the following basis:

- a. All Prices must be in Canadian funds and inclusive of all applicable duties and taxes, except GST which shall be itemized separately where indicated. The prices must be all-inclusive and include for all labour, materials, supplies, site visits, travel, overheads, profit, insurance, expenses, disbursements, and all other costs and fees necessary to deliver the Deliverables.
- b. The Fixed Fee prices are firm not-to-exceed prices. The Deliverables must be completed for the price submitted. Supplier will not be compensated above the Total Fixed Fee price if they find that the work requires more effort than they had planned for when they prepared their Proposal.

2. Fixed Fee for Deliverables:

For completion of all Deliverables, the Supplier will be compensated the Total Fixed Fee as indicated below.

Deliverables	Fixed Fee
ARO Standard - Implementation	
Subtotal:	
Goods and Services Tax (GST):	
Provincial Sales Tax (PST), if applicable:	
Total Fixed Fee Price:	

3. Hourly Rates:

Proposals should include an 'Hourly Rate Schedule' with this Appendix C and can be in a format of the Proponent's choosing. The rate schedule should identify the hourly rate by role and experience level as applicable, and where available, identify the personnel associated with the role.

APPENDIX C – RATED CRITERIA FORM

Proposals should include the following sections in this order, with all requested details and supporting documents, either on this form or in a format of your choice.

1. Proponent Profile:

In this section, provide a brief profile of your company, including a description of the history and areas of expertise.

Discuss your company's experience in relevant fields, expanse of other related experience, and strengths relevant to these assignments. Include a narrative as to why the company is well-suited and best qualified to perform the work described in this RFP.

If your company has multiple locations, please identify the corporate head office and any local offices that may be involved in project delivery and coordination.

2. Proposed Team:

In this section, provide the details of the proposed team members that will deliver the Deliverables.

Proposals should identify the manager who the Proponent has appointed to lead the Proponent’s project team and who will be the main contact for the Town.

Team Member Name:	Position:	Employee or Subcontractor:	Brief Description Provided:	Resume/ Work History Attached:
	Project Manager		<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Provide a brief description of each proposed team member describing their qualifications, experience relevant to the Deliverables and responsibilities for this Project.

Attach a resume or detailed work history for each named team member.

Please note that adjustments to proposed team members following award of the Agreement will require written approval of the Town.

3. Approach & Methodology:

It is the expectation of the Town that the Proposal will include a detailed “Approach & Methodology” section that clearly outlines the approach that the Proponent proposes to complete the Project.

In this section, describe:

- Your understanding of the Project, as well as the potential issues and challenges to be addressed.
- The methodology that you would use to complete this assignment.
- Your intended approach and utilization of proposed team members to complete the work, and how you will manage your workloads on other commitments.
- Your work plan, including the start and end dates, relevant tasks, meetings, milestones, and deliverables required to complete this Project.
- Your approach to communicating with the Town, and how you will ensure that the work will be completed on time and within budget.
- Any innovative or value-added services that you propose pursuant to Section 2.4 – Innovation and Value-Added Services.

4. Experience & References:

In this section, in a format similar to the tables below, Proponents should provide details on three (3) projects completed in the last five (5) years which are the most relevant to the Deliverables.

Proponents should note that the Town may contact the client to provide a reference on the experience listed and may amend scoring in the evaluation based on the client's feedback. Positive references will impact scoring positively, and poor or negative references will impact scoring negatively and may be grounds for rejection of a Proposal.

Additionally, the Town may consider information regarding the integrity and reliability of a Proponent's services from parties other than those provided in a Proponent's proposal, including the Town's own experience with the Proponent.

Project Experience #1	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	

Project Experience #2	
Client Name:	
Contact Name:	

Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	

Project Experience #3	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Proposed Team Members on Project:	
Dates Work Undertaken:	
Brief Description of Project and Services Proponent Performed:	