



## Rural Municipalities of Alberta

### REQUEST FOR PROPOSAL

for the procurement of

## Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories

### RFP Opening

July 24, 2019

3:31 p.m. Mountain Standard Time

At the offices of the

Rural Municipalities of Alberta

2510 Sparrow Drive, Nisku, Alberta T9E 8N5

### **RFP #AB-2019-04097**

Rural Municipalities of Alberta ("RMA"), on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local governmental organizations located in all provinces and territories in Canada including but not limited to Alberta, Saskatchewan, Manitoba, Ontario Canada, issues this Request For Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("NWPTA"), the Canadian Free Trade Agreement ("CFTA") and The Canada-European Union Comprehensive Economic and Trade Agreement ("CETA") for the procurement of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories. Details of this RFP are available beginning June 28, 2019. Details may be obtained by letter of request to Dave Dextraze, RMA, 2510 Sparrow Drive, Nisku, Alberta T9E 8N5, or by email at [dave@RMATrade.com](mailto:dave@RMATrade.com). Proposals will be received until July 24, 2019, at 3:30 p.m. Mountain Standard Time at the above address and publicly opened on July 24, 2019, at 3:31 p.m. Mountain Standard Time at the RMA office, 2510 Sparrow Drive, Nisku, Alberta T9E 8N5.

### RFP Timeline

<b>June 28, 2019</b>	<b>Publication of RFP</b> <b>Alberta</b> <a href="http://www.purchasingconnection.ca">www.purchasingconnection.ca</a> <b>Saskatchewan</b> <a href="http://www.sasktenders.ca">http://www.sasktenders.ca</a> <b>Manitoba and Ontario</b> <a href="http://www.merx.com">http://www.merx.com</a>
<b>July 17, 2019</b>	<b>Deadline for RFP questions</b>
<b>July 24, 2019 at 3:30 p.m. MT</b>	<b>Deadline for Submission of Proposals. Late responses will be returned unopened.</b>
<b>July 24, 2019 at 3:31 p.m. MT</b>	<b>Public Opening of Proposals</b>

*Direct questions regarding this RFP to: Dave Dextraze at [dave@RMATrade.com](mailto:dave@RMATrade.com) or (587) 986-4189.*

## 1 SUMMARY

The Rural Municipalities of Alberta (RMA), including, but not limited to, our partnering associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA) and the Association of Manitoba Municipalities (AMM) are issuing a Request for Proposal for Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories.

The value of contracts for this program are projected at \$3,000,000 annually with increasing sales throughout Canada. The projected value set out in this RFP are based on the projected needs for the membership for the 2019-2020 fiscal year and must be treated by proponents as estimates only and are not indicative of any confirmed program commitment.

This Request for Proposal will result in an exclusive or multiple award. This non-exclusive arrangement is for a proposed three (3) year term in length with the option to renew for one (1) two (2) year term. The proposal as listed is not intended to provide a solution for all procurement needs, but rather as a tool that members can access to reduce the administrative burden of the procurement and tendering process.

It is not a requirement for the Proponent to be able to service all geographical areas identified within this RFP. Selected proponent(s) may be allocated a Canada wide contract or a contract for specific geographical locations or provinces based on supplier network and ability to provide service.

RMA, SARM, SUMA, and AMM are committed to the ongoing open competition process for this contract award and, as such, will ensure that an open process is conducted. This Request for Proposal (RFP) will result in a contract solicited by RMA under the rules and regulations of the New West Partnership Trade Agreement (NWPTA), the Canadian Free Trade Agreement (CFTA) and The Canada-European Union Comprehensive Economic and Trade Agreement (CETA) for the procurement of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories.

## 2 DEFINITIONS

### A. CONTRACT

The agreement that results from the negotiation between RMA and the selected Proponent shall include this RFP and associated submissions and clarifications, current pricing information, fully completed/executed Forms A, B, C, D, E, F and G from the Proponent's proposal pursuant to this RFP, and a fully executed Appendix 2 ("PROGRAM ADMINISTRATION AND SUPPORT AGREEMENT") with final terms and conditions. Appendix 2 will be executed after a successful negotiation between RMA and the selected Proponent and will provide final clarification of terms and conditions of the award.

### B. GEOGRAPHICAL AREA

A Geographical Area is a specific area or region within a province or provinces that the Proponent is willing and able to provide supply and installation services. These areas need to be clearly identified within the Proponent's RFP submission. **It is not a requirement for the Proponent to be able to service all geographical areas identified within this RFP.**

### C. MASH SECTOR

Mash sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

### D. PROPONENT

A Proponent is a company, person, or entity delivering a timely proposal to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor", which is interchangeable with Proponent as the context allows.

E. **SOURCED GOOD or OPEN MARKET ITEM**

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's RMA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

F. **VENDOR**

A Proponent who has successfully negotiated a contract with RMA pursuant to this RFP.

G. **RMA**

The use of RMA within the RFP and subsequent contract may include its current and potential Members across Canada including but not limited to represented Associations, Saskatchewan Association of Rural Municipalities ("**SARM**"), Saskatchewan Urban Municipalities Association ("**SUMA**"), Association of Manitoba Municipalities ("**AMM**") and their Members and Ontario MASH sector agencies. RMA shall be the administrator of this RFP and subsequent Contract. RMA Members may include all not for profit agencies for Canadian Provinces and Territories and be party to this agreement. **Proponent shall identify geographical areas that service and product is available.**

2 **ADVERTISEMENT OF RFP**

**2.1** RMA advertises this RFP: 1) Alberta [www.purchasingconnection.ca](http://www.purchasingconnection.ca); 2) Saskatchewan <http://www.sasktenders.ca>; 3) Manitoba and Ontario online at MERX website at <http://www.merx.com>; and 4) on other third-party websites deemed appropriate by RMA

**2.2** RMA also notifies and provides RFP documentation to each represented procurement department for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific provincial and national requirements.

3 **INTRODUCTION**

A. **ABOUT RMA**

**3.1** RMA is a public agency serving as a national municipal contracting agency incorporated by an Act to Incorporate the Alberta Association of Municipal Districts, chapter 67 of the Statutes of Alberta, 1923, which was amended by an Act to Amend the Alberta Association of Municipal Districts, chapter 116 of the Statutes of Alberta, 1971; and further amended by the Alberta Association of Municipal Districts and Counties Amendment Act, chapter 69 of the Statutes of Alberta, 1984; and further amended by The Alberta Association of Municipal Districts and Counties through Bill Pr1, Alberta Association of Municipal Districts and Counties Amendment Act, 2011. The Alberta Association on Municipal Districts and Counties operates and shall be known as the Rural Municipalities of Alberta ("**RMA**").

**3.2** Under the authority of Alberta Provincial laws and enabling legislation, RMA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of represented Associations and their Members and potential member agencies nationally. This process results in regional and/or Canadian procurement contracts with various Vendors of products/equipment and services which RMA Members and the Represented Associations' Members desire to procure. These procurement contracts are created in compliance with the CFTA, CETA, and NWPTA.

**3.3** RMA is a public agency governed by publicly elected officials that serve as RMA Board of Directors. RMA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** RMA currently serves over 1,900 member agencies nationally. Both membership and utilization of RMA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

## B. ABOUT OTHER ASSOCIATIONS REPRESENTED IN THIS RFP

### **3.5 Saskatchewan Rural Municipalities Association ("SARM")**

SARM is the independent association that represents the interests of rural municipal government in Saskatchewan and is the principal advocate in representing them before senior governments. The Association takes direction from its members and forms its policy accordingly. SARM proudly takes on its role as the voice of rural Saskatchewan. SARM was Incorporated in 1905. SARM Trading Services is an integral service provided by SARM.

**3.6 Saskatchewan Urban Municipalities Association (SUMA)** SUMA is the voice of Saskatchewan's hometowns representing 450 members comprised of cities, towns, and villages. SUMA advocates, negotiates, and initiates improvements in local, provincial, and federal legislation and delivers programs and services to members to enhance the quality of life in Saskatchewan. To help deliver on these initiatives, SUMA established the SUM Advantage program to take advantage of its 450 member's collective purchasing power.

### **3.7 Association of Manitoba Municipalities ("AMM")**

AMM was created in January 1999 as a result of a merger between the Union of Manitoba Municipalities and the Manitoba Association of Urban Municipalities. Representing all of Manitoba's incorporated municipalities, including the City of Winnipeg, the AMM is funded solely by its members and by its business arm, the Municipalities Trading Company of Manitoba Ltd.

**3.8** RMA, on behalf of RMA, SARM, AMM, and their current and potential Members, which includes all MASH Sector and other not for profit agencies located in Canada, issues this RFP to result in a national contract solution. For your reference, the following websites include some, but not all, of the entities included in this proposal: (i) RMA [www.rmalberta.com](http://www.rmalberta.com); (ii) SARM [www.sarm.ca](http://www.sarm.ca); (iii) AMM [www.amm.mb.ca](http://www.amm.mb.ca).

## C. AGREEMENTS ON FREE TRADE

**3.8** RMA cooperatively shares contracts with its Members and represented Associations through the provisions found in the CFTA, the CETA, and the NWPTA.

## D. FOIP

**3.9** All documents submitted in response to this RFP will be subject to the protection and disclosure provisions of the Freedom of Information & Protection of Privacy Act ("**FOIP**"). FOIP allows persons a right to access records in RMA custody or control. It also prohibits RMA from disclosing the Vendor's personal or business information where disclosure would be harmful to the Vendor's business interests or would be an unreasonable invasion of personal privacy as defined in Sections 15 and 16 of FOIP. Vendors are encouraged to identify what portion of their Proposal is confidential and what harm could reasonably be expected from its disclosure. However, RMA cannot assure a Vendor that any portion of its Proposal can be kept confidential under FOIP.

## E. WHY RESPOND TO A NATIONAL/REGIONAL COOPERATIVE PROCUREMENT RFP

**3.10** Cooperative Procurement Contracts create value for MASH Sector agencies including urban municipalities, counties, districts, rural municipalities, schools, electrical/gas and irrigation associations and other not for profit agencies as well as for Vendors of products/equipment and services in a variety of ways:

**3.10.1** Cooperative contracts potentially save time and effort for MASH Sector agencies including urban municipalities, counties, districts, rural municipalities, schools, electrical/gas and irrigation associations and other not for profit agencies who otherwise would have to solicit vendor responses through individual RFPs/Tenders, resulting in individual contracts, to meet the procurement needs of their respective local government/agency. Considerable time

and effort are also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, cooperative advertised RFP, resulting in a single, cooperative contract can potentially replace many individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual RMA members and represented Associations' and their members.

**3.10.2** RMA contracts offer our Members and the represented Associations' Members leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume-based contract discounts.

**3.11** Canadian and provincial legislation that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings through an open, transparent and competitive procurement process.

**3.12** The collective purchasing power of hundreds of RMA Members and represented Associations' Members offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an RMA Contract resulting from this RFP, substantial volume is anticipated, and volume pricing is requested and justified.

**3.13** RMA, its Members and the represented Associations and their Members desire the best value for their procurement dollar as well as a competitive price. Vendors can display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

## F. THE INTENT OF THIS RFP

**3.14** **Cooperative contract awarded by RMA:** RMA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of RMA, its Members, and the represented Associations, and their Members. Through a competitive proposal and evaluation process, the RMA Proposal Evaluation Team recommends vendors for a negotiation and a subsequent contract awarded by the action of the RMA Manager of Vendor Relations. RMA's primary intent is to establish and provide a cooperative procurement contract that offers opportunities for RMA, our current and potential Members, represented Associations, and their Members to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally and/or regionally, based on the proponent's RFP response and subsequent contract, through a cooperative effort between the awarded vendor(s), RMA, SARM, SUMA, AMM and other Associations that choose to adopt RMA Contracts. Contracts are expected to offer price levels reflective of the potential and collective volume of RMA membership and the represented Associations' membership.

**3.15** Beyond our primary intent, RMA further desires to:

**3.15.1** Negotiate and award a three (3) year contract with a possible one time only two (2) year contract extension option resulting from this RFP. The two (2) year contract extension may be exercised at RMA's and the Vendors discretion;

**3.15.2** Offer and apply any applicable products, services and technological advances throughout the term of a contract resulting from this RFP;

**3.15.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proponent's Response";

**3.15.4** Deliver a wide spectrum of solutions to meet the needs and requirements of RMA and their Members and the represented Associations and their Members; and

**3.15.5** Award multiple contracts to the most responsive and responsible vendor/s when it is deemed to be in the best interest of RMA and their Members, the represented Associations and their Members.

**3.16** **Exclusive or Multiple Awards:** Based on the scope of this RFP and on the proposals received, RMA may select a single Proponent or RMA may select multiple Proponents with whom to negotiate a

contract with the goal of awarding a single contract or multiple contracts. RMA may also award contracts defined by geographical area as defined by the Proponent to maximize the Proponent's ability to provide the best service and pricing offer. The intent of this RFP is to solicit proposals from qualified manufacturers and service providers. In some circumstances, a single supplier may best meet the needs of RMA Members and the represented Associations' Members; in other situations, multiple vendors may be in the best interests of RMA, their Members, the represented Associations and their Members which is preferred by RMA to provide the widest array of solutions to meet their needs. RMA retains sole discretion to determine which approach is in the best interests of RMA Members and the represented Associations' Members. Selected proponent(s), with whom the RMA will enter into contract negotiations, may be allocated a Canada wide contract or a contract for specific geographical locations based on supplier network and ability to provide service.

**3.17 Non-Manufacturer Awards:** RMA reserves the right to make a selection under this RFP of a non-manufacturer or dealer/distributor if such action is in the best interests of RMA, its Members, the represented Associations, and their Members. Parts and Service Providers shall provide pricing structure for all incidental work performed on behalf of RMA Members and the represented Associations' Members and documentation from manufacturers confirming the dealer/distributors ability to provide the solutions as proposed.

**3.18 Manufacturer as a Proponent:** If the Proponent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proponent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proponent. Any such dealer will be considered a sub-contractor of the Proponent/Vendor. The relationship between the manufacturer and wholesale distributor Proponent and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.19 Dealer/Reseller as a Proponent:** If the Proponent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proponent's documented ability to provide those products and services from their manufacturer/s. When requested by RMA, Proponents must document their authority to offer those products and/or services.

## G. SCOPE OF THIS RFP

**3.20 Scope:** The scope of this RFP is to select a proponent, or multiple proponents, defined as a manufacturer, contractor, service provider, or dealer/distributor, with whom RMA will enter into a negotiation to finalize the terms of a contract. Vendors will be selected based on the proposal and any clarifications deemed necessary by RMA subsequent to RFP close; on the basis of the proponent(s)' demonstrated ability to meet the expectations of the RFP; and on the proponent(s)' ability to demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of RMA and its Members and the represented Associations, and their members within the scope of this RFP. See Appendix 1 for the scope of products and services required.

**3.21 Best and Most Responsive – Responsible Proponent:** It is the intent of RMA to award a Contract to the best and most responsible and responsive Proponent(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of RMA, its Members, the Associations, and their members provided the Proponent's Response has been submitted in accordance with the requirements of this RFP. Proponents who are able to anticipate the current and future needs and requirements of RMA, its Members, the represented Associations, and their Members; demonstrate their knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to, and service RMA Members and the represented Associations' Members in all of Canada are preferred for the contract negotiation although proponents who exhibit strength in specific geographic locations (provinces and territories) may also be selected to embark on contract negotiation. RMA requests Proponents submit their entire product line as it applies and relates to the scope of this RFP.

**3.22 Sealed Proposals:** RMA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the CFTA, the CETA, and the NWPTA. Proponent selection may be made based on the Proponent(s) whose proposals are determined in writing to be the most advantageous to RMA, its Members, the represented Associations, and their Members.

**3.23 Use of Contract:** Any Contract resulting from the contemplated negotiation in this RFP shall be awarded with the understanding that it is for the sole convenience of RMA, its Members, the represented Associations and their members. RMA, its members, the represented Associations, and their Members reserve the right to obtain like products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.24 Vendor's interest in a contract resulting from this RFP:** Vendors will be able to offer to RMA, its Members, the represented Associations, and their Members products/equipment and services specifically awarded on their RMA Contract(s) and new products and services that become available after entering into a contract with RMA upon approval of RMA. New product and service pricing shall comply with the price percentage discounts within that service and product category off list price as identified in the RFP submission. Vendors may not offer as "contract compliant", products/equipment and services which do not fit within the categories and discount structures identified within their RMA Contract.

**3.25 Sole Source of Responsibility:** RMA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of analyzing members' needs delivering cost effective equipment/products/services.

**3.26 Scope of Equipment/Products/Services:** RMA desires a prospective Vendor for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of RMA Members and represented Associations' Members in Alberta, Saskatchewan and Manitoba and other provinces and territories within Canada.

**3.27 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** RMA desires a single source of responsibility for equipment/products and services proposed. Proponents are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proponent and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.27.1** Multiple solutions to the needs of RMA, its Members, the represented Associations, and their Members are possible. Examples could include:

**3.27.1.1 Turn-Key Solutions:** A Turn-Key Solution is a combination of products and services that provides an identified price for a completed structure as identified by the member, including but not limited to equipment, engineering, delivery, installation and disposal. Generally, this is the most desirable solution because RMA, its Members, the represented Associations, and their Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

**3.27.1.2 Good, Better, Best:** Where appropriate and properly identified, Proponents may offer the choice "of good, better, best" multiple-grade solutions to meet RMA Members' and represented Associations' Members' needs.

**3.27.1.3 Proven – Accepted – Leading-Edge Solutions:** Where appropriate and properly identified, Proponents may provide a spectrum of options to complement or enhance the proposed solutions to meet RMA Members' and represented Associations' Members' needs.

**3.27.2** RMA prefers Proponents submit their complete product line of products and services described in the scope of this RFP. RMA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.28 Geographic Area to be Proposed:** This RFP invites proposals to provide solutions to RMA, its Members, the represented Associations, and their Members regionally or throughout the Canadian provinces and territories. Manufacturers shall identify all locations that they are able to provide service. Distributors/Service Providers shall identify geographic locations party to this RFP Submission and subsequent Contract.

**3.29 Contract Term:** RMA is seeking a Contract base term of three (3) years. However, one additional two (2) year renewal/extension term may be offered by RMA, in its sole discretion and upon approval of the Vendor, to Vendors beyond the original three (3) year term if RMA deems such action to be in the best interests of RMA and its Members, the represented Associations, and their members. RMA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.30 Minimum Contract Value:** RMA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual value or quantities to be acquired. RMA does not guarantee usage. Usage will depend on the actual needs of the RMA Members, the represented Associations' Members, and the value of the awarded contract.

**3.31 Contract Availability:** This Contract must be available to all RMA Members and represented Associations' Members who choose to utilize this RMA Contract to include all MASH Sector agencies, Municipalities, Schools, Health, Irrigation Districts, Electrification Associations and other not for profit agencies in Canadian provinces and territories.

**3.32 Proponent's Commitment Period:** To allow RMA the opportunity to evaluate each proposal thoroughly, and to allow RMA to undertake the negotiations with selected proponent(s), RMA requires any response to this RFP to remain open and irrevocable for ninety (90) days after the closing date for the RFP.

## H. SOLUTIONS-BASED SOLICITATION

**3.33** The RMA solicitation and contract award process are not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation". RMA expects proponents to understand and anticipate the current and future needs of RMA, its members, the represented Associations, and their Members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposals will be evaluated in part on demonstrated ability to meet or exceed the needs and requirements of RMA, its Members, the represented Associations, and their Members within the defined scope of this RFP.

**3.34** While RMA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. RMA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

## 4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

**4.1** The inquiry period begins on the date of first advertisement and continues until to the "Deadline for RFP Questions" indicated on page 1 RFP Timeline. RFP packages will be distributed to proponents during the inquiry period through the electronic tendering service APC, SaskTenders and MERX.

### B. PRE-PROPOSAL CONFERENCE

**4.2** There will be no pre-proposal conference.

## C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Proponents will designate one senior staff member to represent the Proponent to RMA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise. Contacts for different geographical areas or product lines shall be identified for member inquiries.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proponent and RMA.

## D. PROPONENT'S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies regarding this RFP that a Proponent requests must be documented on Form D, Exceptions to Proposal, Terms, Conditions and Solutions Request.

**4.6** Exceptions, deviations or contingencies requested in the Proponent's response, while possibly necessary in the view of the Proponent, may result in lower scoring or disqualification of a proposal.

## E. PROPOSAL FORMAT

**4.7** All Proponents must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to "Rural Municipalities of Alberta, 2510 Sparrow Drive, Nisku, Alberta T9E 8N5".

**4.9** All proposals must be physically delivered to RMA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items:

**4.9.1** Hard copy original of completed, signed, and dated Forms D, E, and F;

**4.9.2** Signed hard copies of all addenda issued for the RFP;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, E, F and G, your complete list of Products, Services and pricing additional to Form A including appropriate discount per product/service category, and all appropriate attachments. To ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public association, RMA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted FOIP request. To redact nonpublic information from your proposal, you must make your request within thirty (30) days of the contract award or non-award date.

**4.10** All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proponent. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proponents that use alternative documents are responsible for ensuring that the content is substantially similar to the RMA form and that the document is readable by RMA.

**4.12** The Proponent must ensure that the proposal is in the physical possession of RMA before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to RMA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. RMA is not responsible for late proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proponent and other appropriate information will be publicly read.

**4.13** Proponents are responsible for checking directly with SaskTenders, Alberta Purchasing Connection, MERX and RMA for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

#### F. **QUESTIONS AND ANSWERS ABOUT THIS RFP**

**4.14** Upon examination of this RFP document, Proponents should promptly notify RMA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by RMA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proponents must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing the name of the RFP to Dave Dextraze at RMA, 2510 Sparrow Drive, Nisku, Alberta T9E 8N5 or to dave@RMATrade.com. You may also call Dave Dextraze at (587) 986-4189. RMA urges potential Proponents to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. RMA may, however, field purely procedural questions, questions about RMA-issued addenda, or questions involving a Proponent withdrawing its response before the RFP submission deadline.

**4.16** If RMA deems that its answer to a question has a material impact on other potential Proponents or on the RFP itself, RMA will create an addendum to this RFP.

**4.17** If RMA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proponents or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by RMA that modify or interpret the RFP. All addenda issued by RMA become a part of the RFP. Addenda will be delivered to all Potential Proponents using the same method of delivery of the original RFP material. RMA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the SaskTenders, Alberta Purchasing Connection, and MERX websites. It is the responsibility of the Proponents to verify if an addendum has been issued prior to submission of the RFP. All Proponents must acknowledge their receipt of all addenda in their proposal response. Failure to acknowledge the Proponents receipt of addenda may disqualify the proposal.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to RMA by the RFP submission deadline.

#### G. **MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL**

**4.20** A submitted proposal must not be modified, withdrawn, or cancelled by the Proponent for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the RMA Manager of Trade. Such notice must be submitted in writing and must include the signature of the Proponent. The notice must be delivered to RMA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proponent until after the official proposal opening. Withdrawn proposals may be

resubmitted up to the time designated for the receipt of the proposals if they fully conform to the proposal instructions.

## H. PROPOSAL OPENING PROCEDURE

**4.21** Sealed and properly identified responses for this RFP will be received by RMA, 2510 Sparrow Drive, Nisku, Alberta T9E 8N5 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories and the RFP number. To avoid premature opening, the Proponent must label the Proposal response properly. **RMA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the RMA Manager of Trade or a representative from the RMA Proposal Evaluation Team will read the Proponent's names aloud and will determine whether each submission has met Level-1 responsiveness.

## I. RMA'S RIGHTS RESERVED

**4.22** RMA may exercise the following rights with regard to the RFP:

- 4.22.1** Reject any and all proposals received in response to this RFP;
- 4.22.2** Disqualify any Proponent whose conduct or proposal fails to conform to the requirements of this RFP;
- 4.22.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;
- 4.22.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by RMA, and 3) the modifications make the terms of the proposal more favorable to RMA, its members, the represented Associations, and their Members;
- 4.22.5** Waive any non-material deviations from the requirements and procedures of this RFP;
- 4.22.6** Extend the Contract, in increments determined by RMA, not to exceed a total Contract term of five years.;
- 4.22.7** Cancel the RFP at any time and for any reason with no cost or penalty to RMA;
- 4.22.8** Correct or amend the RFP at any time with no cost or penalty to RMA. If RMA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the Successful Vendor, all Proponents will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. RMA will not be liable for any errors in the RFP or other responses related to the RFP; and
- 4.22.9** Extend proposal due dates.
- 4.22.10** Reject proposals received after the deadline for proposal submission
- 4.22.11** Reject proposals received without the documents being duly signed by a representative authorized to enter into binding agreements.

**4.23** Discretion of RMA:

- 4.23.1** Notwithstanding any other provision of this RFP package to the contrary, the provisions in this Section prevail, govern and override all other parts of this procurement process.

- 4.23.2** RMA is not bound to accept any Proposal. At any time prior to execution of the Contract for the work of this procurement, RMA may, in its sole and unfettered discretion, or for its own convenience, terminate the selection process, cancel this procurement and proceed with this procurement on different terms. All of this may be done with no compensation to the Vendor.
- 4.23.3** RMA reserves the right to accept or reject any and all proposals, all without giving reasons, and not accept any submission. RMA reserves the right to determine, in its sole and unfettered discretion, whether any submission meets the Mandatory Requirements of the RFP package. Selection of the Successful Vendor, if any, is at the sole and unfettered discretion of the RMA.
- 4.23.4** RMA is not bound to negotiate with any Vendor.
- 4.23.5** RMA reserves the right, at its sole and unfettered discretion, to:
- 4.23.5.1** utilize any ideas or information contained in any of the Proposal (other than proprietary information unique to that vendor and identified in the RFP response) for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Vendor or any other party;
  - 4.23.5.2** negotiate the specific contractual terms and conditions, including but not limited to the cost of performing the supply of this procurement and administrative fees;
  - 4.23.5.3** waive any formality, informality or technicality in any submission, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
  - 4.23.5.4** negotiate with any or all Vendors; and
  - 4.23.5.5** 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 of the RFP package or not.
  - 4.23.5.6** As a condition to submitting a response to the RFP, the Vendor acknowledges and agrees that:
    - 4.23.5.6.1** RMA is entitled to exercise their sole and unfettered discretion to award the points for criteria noted within the RFP package during the evaluation of the Proposal;
    - 4.23.5.6.2** RMA is entitled to exercise their sole and unfettered discretion to select a Vendor to participate in the subsequent selection process and may also, at their sole and unfettered discretion, reject any and all Proposal and waive irregularities and informalities whether of a trivial or substantial nature;
    - 4.23.5.6.3** The Vendor irrevocably and unconditionally waives the right to contest in any legal proceedings or otherwise, any of the foregoing decisions of RMA; and
    - 4.23.5.6.4** RMA reserves the right to reject any or all submissions in response to the RFP in its sole and unfettered discretion.
  - 4.23.5.7** RMA reserves the right to accept conditions to be offered by and/or negotiated with any one of the shortlisted Vendors which are not specifically contained in the RFP. Such options and/or alternatives shall be included in the evaluation process conducted by RMA in a manner determined by RMA in its sole and unfettered discretion.
  - 4.23.5.8** At all times, RMA, and/or the Selection Team, reserve the right to seek written clarifications from a Vendor at any time during this process. Such clarification shall be deemed an amendment to such Vendor Supplier's submission in response to the RFP and be binding upon the Vendor.

**4.23.6** Disclaimer of Liability and Indemnity:

**4.23.6.1** By making a submission in response to the RFP, and as a pre-condition to entering into the negotiation with RMA, a Vendor agrees:

**4.23.6.1.1** to be responsible for conducting its own due diligence on data and information upon which its submission and subsequent negotiation is based;

**4.23.6.1.2** that it has fully satisfied itself as to its rights and the nature of the risks it will be assuming; and

**4.23.6.1.3** that it has gathered all information necessary to perform all of its obligations in accordance with its submission and the Contract to perform the supply of this procurement;

**4.23.6.1.4** that it is solely responsible for ensuring that it has all information necessary to prepare its submission and negotiation and for independently verifying and informing itself with respect to any terms or conditions that may affect its submission and negotiation;

**4.23.6.1.5** to hold harmless, RMA and all of its successors and assigns, from all claims, liability and costs related to all aspects of the submission and negotiation process;

**4.23.6.1.6** that it shall not be entitled to claim against RMA on grounds that any information, whether obtained from RMA, regardless of the manner or form in which the information is provided, is incorrect or insufficient;

**4.23.6.1.7** that RMA will not be responsible for any costs, expenses, losses, damages or liability incurred by the Vendor as a result of or arising out of submission and negotiation process; and

to waive any right to contest in any proceeding, case, action or application, the right of RMA to negotiate with any Vendor for the Contract whomever RMA deems, in its sole and unfettered discretion, to have made the submission most beneficial to RMA.

**4.23.7** Limitation of Liability & Indemnity:

**4.23.7.1** RMA expressly disclaims 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 Vendor by or on behalf of RMA.

**4.23.8** Representations and Warranties:

**4.23.8.1** RMA 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 package.

**4.23.8.2** The Vendor is hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP package.

**4.23.8.3** No implied obligation of any kind by or on behalf of the RMA shall arise from anything contained in this RFP package, and the express representations and warranties contained in this RFP package, and made by RMA, are and shall be the only representations and warranties that apply.

**4.23.8.4** Information referenced in this RFP package, or otherwise made available by the RMA as part of the selection process, is provided for the convenience of the Vendor only and RMA does not warrant the accuracy or completeness of this information. The Vendor is required to immediately bring forth to RMA any conflict or error that it may find in the RFP package. All other data is provided for informational purposes only.

**4.23.8.5** Further, RMA makes no representation or warranty about the conditions of any of the land upon which the work of this procurement is to be performed or any of the adjacent lands including, without representation, buildings, utilities, soils, land use entitlements or other service, sub-service or legal conditions. Vendor shall make their own conclusions concerning such conditions.

**4.23.9** Independent Determination

**4.23.9.1** A submission by a Vendor will not be considered by RMA if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Vendor.

**4.23.9.2** The failure to comply with any aspect of this RFP (either in a material way or otherwise) shall render the Vendor subject to such actions as may be determined by RMA, including disqualification from the selection process, suspension from the selection process and imposition of conditions which must be complied with before the Vendor will have its privilege of making a submission reinstated.

**4.23.10** Documents

**4.23.10.1** All documents submitted by a Vendor shall become the property of RMA upon being presented, submitted, or forwarded to RMA. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of RMA upon their being presented, submitted or forwarded to RMA. RMA has the right to utilize any designs, ideas or information contained in any of the submissions in any manner, in its sole and unfettered discretion unless the Vendor had identified specific information as confidential documented on Form D, Exceptions to Proposal Terms, Conditions and Solutions Request.

**5** **EVALUATION OF PROPOSALS**

**A. PROPOSAL EVALUATION PROCESS**

**5.1** The RMA Proposal Evaluation Team will evaluate proposals received based on a 1,000-point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

**5.2** RMA uses a scoring system that gives primary importance to “Pricing”. Pricing includes more than just the absolute lowest initial cost of purchasing. In Form A the proponent shall expand the form as required to provide their most popular product or service type that would be used by RMA and Associate Members, the evaluation will primarily be based on the discount provided off of list price versus the price extension. Other considerations include the total cost of the acquisition and whether the Proponent’s offering represents the best value. The evaluation team may consider such factors as life-cycle costs, total

cost of ownership, quality, and the suitability of an offering in meeting RMA Members' and represented Associations members' needs. Pricing points may be awarded based on pricing clarity and ease of use. RMA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**5.3** RMA will consider making awards to the selected Proponent(s) based on the recommendations of the proposal evaluation team. To qualify for the final evaluation, a Proponent must have been deemed responsive as a result of the criteria set forth under "Proponent Responsiveness," found just below.

## **B. PROPONENT RESPONSIVENESS**

**5.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**5.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**5.6** Level-One Responsiveness means that the response:

**5.6.1** is received before the deadline for submission or it will be returned unopened;

**5.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

**5.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

**5.6.4** includes the original (hard copy) completed, (dated, and signed if required) RFP Forms A, B, C, D, E, F, G and all signed addenda that have been issued in relation to this RFP;

**5.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**5.7** Level-Two Responsiveness (including whether the proposal is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proponent's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proponent's marketplace success, ability to sell and service among the provinces, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a non-selection if the proposal evaluation committee cannot effectively review your proposal.

## **C. PROPOSAL EVALUATION CRITERIA**

**5.8** Forms B and F include a series of questions that address the following categories

**5.8.1** Company Information and Financial Strength

**5.8.2** Industry Requirements and Marketplace Success

**5.8.3** Ability to Sell and Deliver Service

**5.8.4** Marketing Plan

**5.8.5** Other Cooperative Procurement Contracts

**5.8.6** Value-Added Attributes

**5.8.7** Payment Terms and Financing Options

**5.8.8** Warranty

**5.8.9** Equipment/Products/Services

**5.8.10** Pricing and Delivery

**5.8.11** Industry-Specific Questions

#### **D. OTHER CONSIDERATIONS**

**5.9** In evaluating RFP responses, RMA has no obligation to consider information that is not provided in the Proponent's proposal. RMA may, however, consider additional information outside the Proponent's proposal. This research may include such sources as the Proponent's website, industry publications, listed references, and user interviews and request for clarification.

**5.10** RMA may organize RFP responses into separate classes or subcategories, depending on the range of responses. RMA reserves the right to award Proponents in some or all of such subcategories without regard to the evaluation score given to Proponents in another subcategory. This specifically allows RMA to select Proponents that might not have, for instance, the breadth of products of Proponents in another subcategory, but that nonetheless meet a substantial and articulated need of RMA Members, and represented Associations, and their Members.

**5.11** RMA reserves the right to seek clarification from Proponents. Before the Contract award, the Proponent must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. RMA may make provisional contract awards, subject to a Proponent's proper response to a request for information.

**5.12** A Proponent's past performance under previously awarded contracts to schools, municipalities, and not-for-profit entities is relevant in evaluating a Proponent's current response. Past performance includes the Proponent's record of conforming to published specifications and to standards of good workmanship, as well as the Proponent's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**5.13** RMA reserves the right to reject any or all proposals.

#### **E. COST COMPARISON**

**5.14** RMA may use a variety of evaluation methods, including cost comparisons of specific products. RMA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**5.15** This direct cost comparison process will award points for being low to high Proponent for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation team, and the unit cost will be used as a basis for determining the point value. RMA will select the "Market Basket" from all appropriate product categories as determined by RMA.

## F. MARKETING PLAN

**5.16** A Proponent's marketing plan is a critical component of the RFP response. The proponent shall submit a high-level marketing plan showing their commitment to successful implementation of the services outlined in the RFP. Examples include co-branded marketing materials, product information available through website, tele-marketing, training, factory tours, use of associations newsletters, participation in tradeshow and any other opportunities for outreach. A selected proponent's sales force will likely be the primary source of communication with RMA Members and represented Associations' Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the selected proponent's sales teams. RMA reserves the right to deem a Proponent Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**5.17** RMA marketing expectations include the following components.

**5.17.1** A selected proponent must demonstrate the ability to deploy sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to RMA Members and represented Associations' Members in all provinces and territories. Proponents' responses should fully demonstrate their sales and service capabilities, should outline their provincial sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but RMA encourages related services to be a part of Proponents' response. Despite its preference for awarding contracts to Vendors that demonstrate national sales and service, RMA reserves the right to award contracts that meet specific Member needs locally or regionally.

**5.17.2** A selected proponent is expected to demonstrate a commitment to fully embrace the RMA contract. Proponents should identify both the appropriate levels of sales management and sales force that will need to understand the value of the RMA contract, as well as the internal procedures needed to deliver the appropriate messaging to RMA Members and represented Associations' Members.

**5.17.3** Proponents should outline their proposed involvement in promoting an RMA contract through applicable industry trade show exhibits and related customer meetings. Proponents are encouraged to consider participation with RMA at RMA-endorsed tradeshow and tradeshow of the represented Associations.

**5.17.4** Proponents must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items if awarded a contract.

**5.17.4.1 Complete Marketing Plan.** Proponents must submit a marketing plan outlining how they will launch the RMA contract to current and potential RMA Members and represented Associations' Members. RMA requires selected proponents to embrace and actively promote the contract in cooperation with the RMA and the represented Associations.

**5.17.4.2 Printed and Electronic Marketing Materials.** A selected proponent will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the RMA and the represented Associations directory and other approved marketing publications. Awarded Vendors shall work with RMA and represented Associations to create co-branded materials both in print and electronic format. Awarded vendors shall provide RMA and represented Associations permission to use logos in marketing materials and presentations.

**5.17.4.3** **Contract announcements and advertisements.** Proponents should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded RMA contract.

**5.17.4.4** **Proponent’s Website.** Proponents should identify how an awarded Contract will be displayed and linked on the Proponent’s website. An online shopping experience for RMA Members and represented Associations’ Members is desired whenever possible.

**5.18** Proponent shall identify their commitment to develop a sales/communication process to facilitate RMA membership and the represented Associations’ membership and establish status of current and potential agencies/members. Proponent should further express their commitment to capturing sufficient member information as is deemed necessary by RMA.

## G. CERTIFICATE OF INSURANCE

**5.19** Proponents must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI). Upon a contract award, and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying RMA as a “Certificate Holder”. The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**5.20** Any exceptions or assumptions to the insurance requirements must be identified on Form D (“Exceptions to Proposal, Terms, Conditions and Solutions Request”) of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proponents submit must be specific. If a Proponent does not include specific exceptions or assumptions when submitting the proposal, RMA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**5.21** **Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**5.21.1** **Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**5.21.1.1** **Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

**5.21.1.2** **Each Occurrence** \$5,000,000.00

**5.22** **Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. RMA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**5.23** **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in Canada. RMA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**5.24** **Subcontractors:** Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to RMA separate certificates for each subcontractor upon award of Contract. All coverage for subcontractors is subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**5.25** RMA Members and represented Associations' Members typically issue a purchase order directly to a Vendor/Distributor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to RMA's Members or Associations' Members.

**5.26** For large purchases a holdback may be required. If required payment requests shall be reviewed by the purchasing member prior to payment. The approved vendor shall obtain member approval and provide a statutory declaration that labor, trades and suppliers have been paid prior to release of holdback. A 10% holdback will be identified on each invoice which will be released 45 days after substantial completion certificate is issued.

**5.27** The proponent shall identify the desired method of payment:

**5.27.1** Invoices and vendor payments are typically processed through RMA. Invoices may be sent at any time; however, must be submitted in electronic format to the e-mail address or assigned vendor portal provided. Vendors must also provide consolidated monthly statements.

**5.27.1.1** All invoices processed through RMA must include:

**5.27.1.1.1** a 'Bill To' section to the Rural Municipalities of Alberta and address

**5.27.1.1.2** a 'Ship To' section that includes the member name and address based on a list of members that RMA will provide

**5.27.1.1.3** detailed product description

**5.27.1.1.4** quantities, unit price, and extended price (these prices include administrative fee that may be short paid off the invoice)

**5.27.1.1.5** GST, PST, and/or HST number

**5.27.1.1.6** GST, PST, and/or HST amounts clearly segregated

**5.27.1.2** All invoices should not include:

**5.27.1.2.1** Administrative Fee, Commission or discount rates

**5.27.1.2.2** Statements that indicate a reduced amount for paying and invoice in a certain time frame

**5.27.2** If invoices and vendor payments are processed through member with the following minimum information:

**5.27.2.1** Detailed product description:

**5.27.2.1.1** quantities, unit price, and extended price;

**5.27.2.1.2** GST, PST, and/or HST number; and

**5.27.2.1.3** GST, PST, and/or HST amounts clearly segregated.

**5.27.2.2** Invoices should not include:

**5.27.2.2.1** Administrative Fee, Commission or discount rates; and

**5.27.2.2.2** Statements that indicate a reduced amount for paying and invoice in a certain time frame.

Monthly reporting to RMA showing Province, Association jurisdiction, member name, products/services purchased, price and Administrative fee to RMA.

Quarterly payment of administrative fees to RMA.

## I. PRICING

### **5.28** Ceiling Price

**5.28.1** Proposal pricing is to be established as a ceiling price. This price will be published in the price guide available to members. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by RMA. Contract prices may be reduced to allow for local market fluctuations to maintain a competitive edge and to meet the specific and unique needs of RMA Members and represented Associations' Members.

**5.28.2** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of RMA Members and represented Associations' Members.

### **5.29** Hot List Pricing

**5.29.1** Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Products and related services may be added or removed from the "Hot List" at any time through an RMA Price and Product Change Form.

**5.29.2** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all RMA Members and represented Associations' Members.

## J. ADMINISTRATIVE FEES

**5.30** Vendors will pay to RMA an administrative fee in exchange for RMA facilitating this Contract with its Members and the Associations' Members. RMA may grant a conditional contract award to a Proponent if the proposed administrative fee is unclear, inadequate, or unduly burdensome for RMA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

- 5.30.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by RMA Members and represented Associations' Members under this Contract, including anything represented to RMA Members and represented Association's Members as falling under this Contract.
- 5.30.2** The administrative fee is **included in**, and not added to, the pricing included in Proponent's response to the RFP. Awarded Vendors must not charge RMA Members or represented Associations' Members more than permitted in the then current price list in order to offset the administrative fee.
- 5.30.3** The administrative fee is designed to cover the costs of RMA's and the represented Associations' involvement in contract management, facilitating marketing efforts, Vendor and Member training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Canadian federal and provincial law.
- 5.30.4** While RMA does not dictate the fee percentage, we require that the Proponent articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. RMA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.
- 5.30.5** RMA awarded Vendors are responsible for paying the administrative fee:
- 5.30.5.1** on each invoice paid by RMA. This is done by "short paying" the invoiced amount by the percentage administrative fee contained within the contract; or
  - 5.30.5.2** the Vendor may propose alternate ways to pay the administrative fee, payment shall be paid at minimum quarterly. If paid quarterly the Vendors agree to cooperate with RMA and the represented Associations in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

## K. VALUE-ADDED ATTRIBUTES

**5.31** **Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in RMA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**5.32** **Environmentally Preferred Purchasing Opportunities:** Many RMA Members and represented Associations' Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proponents will be evaluated positively by RMA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**5.33** **Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proponents should demonstrate how their system makes online ordering easier for RMA Members and represented Associations' Members, including how Members could integrate their current e-Procurement systems into the Proponent's ordering process and if further discounts are available by using the Vendors e-Procurement platform.

**5.34** **Financing:** The ability of the Proponent to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**5.35** **Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

## L. WAIVER OF FORMALITIES

**5.36** RMA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

## 6 GENERAL TERMS AND CONDITIONS

### A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

**6.1** Proponent/Vendor must not advertise or publish information concerning this Contract before the award is announced by RMA. Once the award is made, a Vendor is expected to advertise the awarded Contract to RMA Members and represented Associations' Members.

### B. LIST OF PROPONENTS

**6.2** RMA will not maintain a list of interested Proponents, nor will it automatically send RFPs to them. All interested Proponents must request the RFP as a result of RMA's solicitation advertisements. Because of the wide scope of the potential Members and qualified suppliers, RMA has determined this to be the best method of fairly soliciting proposals.

### C. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**6.3** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

### D. DATA PRACTICES

**6.4** All materials submitted in response to this RFP become RMA's property and become public records after the evaluation process is completed. If the Proponent submits information in response to this RFP that it requests to be classified as nonpublic information the Proponent must meet the following requirements.

**6.4.1** The Proponent must make the request within thirty (30) days of the award/non-award notification and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The RMA Legal Department will review the request to determine whether the information can be withheld or redacted. If RMA determines that it must disclose the information upon a proper request for such information, RMA will inform the Proponent of such determination.

**6.4.2** The Proponent must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless RMA, the represented Associations, and employees, from any judgments or damages awarded against RMA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proponent agrees that this indemnification survives as long as RMA possesses the confidential information.

### E. PROTESTS OF AWARDS MADE

**6.5** And protests must be filed with RMA's Director of Business Services and must be resolved in accordance with appropriate CETA, CFTA and NWPTA rules. Protests will only be accepted from Proponents. A protest of an award or non-award must be filed in writing with RMA within ten (10) calendar days after the public notice or announcement of the award or non-award. A protest must include the following items.

- 6.5.1** The name, address, and telephone number of the protester;
- 6.5.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 6.5.3** Identification of the solicitation by RFP number;
- 6.5.4** Identification of the statute or procedure that is alleged to have been violated;
- 6.5.5** A precise statement of the relevant facts;
- 6.5.6** Identification of the issues to be resolved;
- 6.5.7** The aggrieved party's argument and supporting documentation;
- 6.5.8** The aggrieved party's statement of potential financial damages; and
- 6.5.9** A protest bond in the name of RMA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

**F. SAFETY**

**6.6 Health and Safety:** A Certificate of Recognition ("**COR**") is awarded to employers who develop a health and safety program that meets established standards. A COR shows that the employer's health and safety management system has been evaluated by a certified auditor and meets provincial standards. These standards are established by Occupational Health and Safety ("**OHS**"). Proponents that maintain a formal HSE-Management System and hold a valid Certificate of Recognition ("**COR**") or Small Employer Certificate of Recognition ("**SECOR**") shall obtain higher evaluation points. A copy of the Proponent's COR or SECOR is requested with their bid submission.

**6.7 Workers' Compensation Board:** Proponents must show compliance with the requirements of the *Workers' Compensation Act*. A Clearance Letter is to be included with the bid submission.



## APPENDIX 1

- 1.** **Scope:** The scope of this RFP is to award a contract to qualifying vendors defined as a Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories manufacturer or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and any clarifications deemed necessary by RMA subsequent to RFP close to responders that demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of RMA and its Members and the represented Associations, and their members within the scope of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories RFP.

The intent of this RFP is to create standing offers for the purchase of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories for RMA members and partner associations members across Canada. This RFP is soliciting responses from 1) CSP, Couplers Structural Plate and Guard Rail Manufacturers to establish National Accounts for the Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories RFP and 2) CSP, Couplers and Guard Rail Manufacturers and distributors to establish accounts for the supply of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories RFP on a provincial and or national scale. This Contract will cover the supply of such products, and optional related delivery services, to the Customer at the required delivery locations for each service area.

**The potential value of contracts is \$3,000,000 annually with increasing sales throughout Canada. The quantities set out in this RFP in Schedule A are based on Customer Member projected needs for 2019-2020. They must be treated by Vendors as estimates only and are not indicative of any confirmed program commitment.**

The RFP covers the provision of products and services required on a "more or less, if, as and when required" basis to the Customer. Shipping costs are not to be included in the unit price for product. Proponents shall provide a shipping strategy to deliver FOB each Customer Members location. The Customer reserves the right to include additional CSP, Couplers, Structural Plate, Guard Rail and the right to add additional delivery locations based on a strategy provided by the Vendor (example: full load per kilometer basis) from the vendors manufacturing/storage facilities to the Customer Member, as defined by the vendor in the RFP submission for each service area, throughout this RFP process and the duration of the ensuing Contract(s).

## **2.** **Additional Scope Definitions:**

**2.1** This solicitation should be read to include, but not to be limited to:

**2.1.1** Award of a multiple year contract that will allow ordering to occur throughout a three (3) year period with a two (2) year extension upon mutual agreement with the successful bidder and RMA and its Members and the represented Associations, and their members within the scope of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories. Although no sales or sales volume is guaranteed by RMA and its Members and the represented Associations, and their members, substantial volume is anticipated as a result of the contract resulting from this RFP and volume pricing is requested and justified. Proposers shall provide a detailed description of the services offered, including but not limited to:

**2.1.2 Manufacturers:** (the points provided are to be included in the proposal response but not limited to the following, proposers are encouraged to provide additional information to fully demonstrate their ability to meet the needs of members)

- 2.1.2.1** Warranties
- 2.1.2.2** National Account Labour Rates
- 2.1.2.3** Training opportunities for members
- 2.1.2.4** Opportunities for special promotions and further discounts
- 2.1.2.5** Marketing and Promotion
- 2.1.2.6** Dealer network
- 2.1.2.7** RMA/Member responsibilities.
- 2.1.2.8** Proposer responsibilities including reporting and accounting capabilities.
- 2.1.2.9** Demonstrated ability to provide cost effective solutions tailored to the end user's needs.
- 2.1.2.10** Price matrix, discounts and service fees
- 2.1.2.11** Method to onboard members into the program
- 2.1.2.12** Other services provided
- 2.1.2.13** Safety and insurance certifications

**2.2 Organization and Management:** The Vendor shall establish and maintain an appropriate organizational structure to enable local management of this contract. Documentation supporting the Vendor's ability to service the contract (including but not limited to office locations) should be included with the bid submission. All ordering will originate directly from the Member. Management of the contract shall be by RMA.

**2.3 Corrugated Steel Pipe (CSP), Structural Plate and Related Accessories Quantities and Locations:** THIS IS A NON-GUARANTEED AMOUNT CONTRACT; RMA reserves the right for Members to order any amount of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories deemed to be in their best interest and of the best interests of the RMA and its Members and the represented Associations, and their Members within the scope of Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories.

**2.4 Additional Member Support:** The Vendor shall be able to provide support to the Member through appropriate inventories based on historical use; provide recommendations to members for Corrugated Steel Culvert Pipe (CSP), Structural Plate and Related Accessories based on intended use and desired performance factors; training; repairs; technical products and any other services as identified in the Vendors RFP submission and specified in the contract.

## **2.5 Insurance and Liability**

**2.5.1** The Member is insured for liability coverage.

**2.5.2** The Vendor shall provide and maintain insurance covering its liabilities. The insurance coverage shall be consistent with industry standards and listed within the proposers RFP submission.

**2.5.2.1** The Vendor shall certify to the member in writing that the required insurance has been obtained. The policies evidencing required insurance should contain an endorsement to the effect that any cancellation or any material change adversely affecting the contract is to be performed as prescribed, or until thirty (30) days after written notice to the Member, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the RMA and its Members and the represented Associations, and their members by reason of any payment under the policies.

**2.5.3** Price Guarantee: Proposer must stipulate the length time that the price is guaranteed. A request for price adjustment, Appendix 4, must be made at least thirty (30) days prior to the effective date. A

request for price adjustment must include sufficient documentation (market analysis) supporting the request. Any price adjustment will not be effective unless approved by the RMA. The price adjustment will pertain to both price increase and decrease. The procurement unit will be given benefit for any decrease in the market, or allowable discount.

**2.5.4** Right to Limit Scope: RMA reserves the right to limit the scope of this solicitation for RMA and current and potential RMA members, the represented Associations, and their Members.

## **2.6 Member CSP Requirements**

The Unit Price requirements are outlined in ‘Schedule A’



**APPENDIX 2**

**NOTE: THIS IS A SAMPLE FORM OF AGREEMENT; THE FINAL AGREEMENT WILL BE SIGNED ONCE SUCCESSFUL NEGOTIATIONS ARE COMPLETED BETWEEN RMA AND THE PROPONENT WHO IS AWARDED THE RFP AFTER CLOSE.**

**PROGRAM ADMINISTRATION AND SUPPORT AGREEMENT**

**THIS AGREEMENT MADE** effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "**Effective Date**")

**BETWEEN:**

**RURAL MUNICIPALITIES OF ALBERTA**

A corporation incorporated pursuant to the laws of Alberta

("RMA")

- and -

**VENDOR NAME**

A corporation incorporated pursuant to the laws of Canada

("VENDOR SHORT FORM NAME")

**WHEREAS:**

- A. VENDOR SHORT FORM NAME is engaged in the business of selling products and services;
- B. VENDOR SHORT FORM NAME. responded to the [RFP Name] Request for Proposal that closed on [INSERT DATE];
- C. RMA wishes to enter into an agreement with VENDOR SHORT FORM NAME for the provision of [RFP Name] to RMA, on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local governmental organizations located in Canada as per the proposal submission dated XXX, 2018 and any Letter of Clarification received prior to award of this contact; and
- D. The Parties wish to set out the terms and conditions upon which the provision of services will take place.

NOW THEREFORE, in consideration of the mutual premises and the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE 1– DEFINITIONS

### 1.01 Definitions

- (a) "**Administrative Fee**" means the rate paid to RMA, as per Article 3.01(a);
- (b) "**Agreement**" means this agreement, and all schedules attached to and forming part of this agreement as from time to time supplemented or amended;
- (c) "**Commencement Date**" means the first day products and services are provided;
- (d) "**Confidential Information**" comprises all information, in any form and medium, that VENDOR SHORT FORM NAME and RMA learn from the other concerning the business and affairs of the other, and the price structure of this Agreement. Confidential Information does not include information that is publicly known;
- (e) "**Effective Date**" means the effective date identified on the first page of this Agreement;
- (f) "**FOIP**" means the *Freedom of Information and Protection of Privacy Act*, Revised Statutes of Alberta 2000, Chapter F-25, as amended;
- (g) "**Member(s)**" means RMA and its current and potential Members, and represented Associations and their Members, which includes local governmental organizations located in Canada;
- (h) "**Parties**" means the companies and signing officers to this Agreement;
- (i) "**Person**" includes an individual, a partnership, a corporation, a trust, an unincorporated association, the government of any country or political subdivision thereof and any agency or division of such government, and any other entity or association; and
- (j) "**Service Agreement**" means the agreement between Vendor Short Form Name and the Member stipulating that pricing and services are in accordance with the contract between Vendor Short Form Name and RMA RFP #2018-XXX.
- (k) "**[RFP Name] Program**" is a discounted price program designed by VENDOR SHORT FORM NAME for the Members, for the provision of [RFP Name] by VENDOR SHORT FORM NAME. The details of the [RFP Name] Program are provided in the RFP submission dated XXX, 2018 and any Letter of Clarification received prior to award of this contract at Schedule "A".

## ARTICLE 2- RESPONSIBILITIES

### 2.01 Scope of Agreement

- (a) Members have the option to purchase, and VENDOR SHORT FORM NAME agrees to supply, the services provided in the [RFP Name] Program created by VENDOR SHORT FORM NAME for the Members.
- (b) Members participating in the [RFP Name] Program will be required to enter into their own Agreement with VENDOR SHORT FORM NAME.
- (c) The Parties agree that VENDOR SHORT FORM NAME is an independent supplier and is not the agent, servant, or employee of RMA.
- (d) The [RFP Name] Program will be provided and administered by VENDOR SHORT FORM NAME to the specifications and satisfaction of RMA and its Members.

2.02 Responsibility of VENDOR SHORT FORM NAME

- (a) VENDOR SHORT FORM NAME will facilitate and administer the [RFP Name] Program as outlined in the RFP submission and letter of clarification attached at Schedule "A" on behalf of the Members.
- (b) VENDOR SHORT FORM NAME will continually provide the [RFP Name] Program discount amounts for all product purchases available under the program to the Members.
- (c) VENDOR SHORT FORM NAME will provide an annual business review of sales performance and marketing strategies to RMA.
- (d) VENDOR SHORT FORM NAME will be available to work with RMA and its representatives during the term of this Agreement for the purposes of providing the services and/or products under the [RFP Name] Program to Members.
- (e) VENDOR SHORT FORM NAME warrants that they are properly qualified, licensed, equipped, and financed to provide [RFP Name].
- (f) VENDOR SHORT FORM NAME will manage the transition of Members onto the [RFP Name] Program. Specifically, this entails coordinating between Members and VENDOR SHORT FORM NAME.
- (g) VENDOR SHORT FORM NAME will market the [RFP Name] Program to Members as per the RFP submission in Schedule "A".
- (h) VENDOR SHORT FORM NAME will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (i) VENDOR SHORT FORM NAME will inform RMA of important developments within the industry.

2.03 Responsibility of RMA

- (a) RMA will market the VENDOR SHORT FORM NAME [RFP Name] Program to its Members.
- (b) RMA will act as a liaison between VENDOR SHORT FORM NAME and the Members, to help facilitate obtaining any information required in relation to the VENDOR SHORT FORM NAME [RFP Name] Program.

**ARTICLE 3– ACCOUNTING AND PAYMENT**

3.01 Fees and Disbursements

- (a) Fee: In consideration of the performance of the Services by RMA for the benefit of all Participating Members, VENDOR SHORT FORM NAME agrees to pay RMA an Administrative Fee of:
  - (i) X% short pay off of each processed invoice; **OR**
  - (ii) Minimum % paid quarterly on all direct sales to Members.

3.02 Only for expenses previously agreed to in writing by RMA, RMA will reimburse VENDOR SHORT FORM NAME upon invoice with proper proof of the expense having been incurred by VENDOR SHORT FORM NAME in performance of their services.

3.03 Accounting, Billings and Payment

- (a) Method of payment:

- (i) All invoices and VENDOR SHORT FORM NAME payments are processed through RMA. Invoices may be sent at any time; however, must be submitted in electronic format to the e-mail address or assigned vendor portal provided. VENDOR SHORT FORM NAME must also provide consolidated monthly statements.
  - (1) All invoices must include:
    - (A) a 'Bill To' section to the Rural Municipalities of Alberta address;
    - (B) a 'Ship To' section that includes the Member name and address based on a list of Members that RMA will provide;
    - (C) detailed product description;
    - (D) quantities, unit price, and extended price (these prices include Administrative Fee that will be short paid off the invoice);
    - (E) GST, PST, and/or HST number; and
    - (F) GST, PST, and/or HST amounts clearly segregated.
  - (2) All invoices should not include:
    - (A) Administrative Fee, commission or discount rates; and
    - (B) Statements that indicate a reduced amount for paying and invoice in a certain time frame.
- (b) Accounting:
  - (i) VENDOR SHORT FORM NAME will provide RMA a quarterly report identifying all sales and deliveries pursuant to the VENDOR SHORT FORM NAME [RFP Name] Program and the Administrative Fee amount accumulated to date and owing to RMA. VENDOR SHORT FORM NAME will clearly show all supporting amounts, references, and appropriate backup.
- (c) Billings:
  - (i) VENDOR SHORT FORM NAME will provide RMA Members with the pricing available under the VENDOR SHORT FORM NAME [RFP Name] Program and invoice RMA Members directly for services and deliveries provided pursuant to the VENDOR SHORT FORM NAME [RFP Name] Program.
  - (ii) VENDOR SHORT FORM NAME will provide back-up detail to RMA Members with each invoice.
- (d) Payment:
  - (i) RMA will promptly pay VENDOR SHORT FORM NAME, with 25 days of receipt of the monthly invoice statement.

#### **ARTICLE 4– TERM AND TERMINATION**

##### 4.04 Term

This Agreement comes into effect on the Effective Date identified on the first page of this Agreement and has an initial term equal to three (3) years, with the option of a one time only two (2) year extension upon mutual agreement of the Parties, such option to renew shall be exercised by the RMA in its sole and unfettered discretion.

#### 4.05 Termination

- (a) Either Party may terminate this Agreement for any reason upon ninety (90) days prior written notice. In the event of such termination, RMA shall be paid all amounts due from VENDOR SHORT FORM NAME and owing hereunder up until the actual day of termination and in accordance with this Agreement and any agreement with the Members of the RMA.
- (b) RMA, on written notice to VENDOR SHORT FORM NAME, may reduce the scope of the services and/or products provided under the VENDOR SHORT FORM NAME [RFP Name] Program.
- (c) In the event that the VENDOR SHORT FORM NAME should fail to perform any of its obligations set out in this Agreement, or in the event that the RMA receives written notice from any of its Members that the VENDOR SHORT FORM NAME has failed to perform any of its obligations set out in any Agreement with the Members of RMA, the RMA shall have the right to deliver a notice of default to VENDOR SHORT FORM NAME requiring the VENDOR SHORT FORM NAME to remedy the default within five (5) calendar days failing which the RMA will have the right to terminate this Agreement.
- (d) In the event of a termination of this Agreement by the RMA as provided for herein, the VENDOR SHORT FORM NAME shall be liable to the RMA for any costs damages, expenses, including solicitor and client costs incurred by the RMA as a result of the notice of default and termination of this Agreement.

### **ARTICLE 5– REPRESENTATION AND WARRANTIES OF VENDOR SHORT FORM NAME**

#### 5.05 Execution and Validity of the Agreement, etc.

- (a) The entering into of this Agreement and the performance and compliance by RMA and VENDOR SHORT FORM NAME with the terms hereof and the entering into of all transactions contemplated by this Agreement and the performance and compliance with the terms hereof will not:
  - (i) conflict with, violate or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any contract to which it is a party or by which it is bound;
  - (ii) result in a violation by it of any statute, regulation, order, law, ordinance or restriction of Canada or a province, territory or municipality thereof; or
  - (iii) result in a violation by it of any judgment, order or decree of any court or judicial or quasi-judicial tribunal having jurisdiction over him or it or his or its property or assets.

### **ARTICLE 6 – CONFIDENTIALITY**

#### 6.04 Confidentiality

- (a) Neither party shall disclose Confidential Information to third parties, other than on a confidential basis to its employees, directors, advisors and agents who have a need to know as required by law or by any court with jurisdiction. The parties shall inform their respective employees and agents of these obligations and take reasonable steps to ensure their compliance with the confidentiality arrangements hereunder.
- (b) The obligations of confidentiality hereunder shall apply after the termination of this Agreement for so long as the information in question remains confidential.
- (c) The VENDOR SHORT FORM NAME and the RMA acknowledge and agree that FOIP applies to and governs all records and may require the disclosure of such records to third parties.
- (d) VENDOR SHORT FORM NAME agrees to:

- (i) to keep RMA related records secure;
- (ii) to provide RMA related records to the RMA within seven (7) calendar days of being directed to do so by the RMA for any reason including an access request or privacy issue;
- (iii) not to access any personal information related to any Person unless the RMA determines, in its sole discretion, that access is permitted under FOIP and is necessary in order to provide the services and/or products to Members under the VENDOR SHORT FORM NAME [RFP Name] Program;
- (iv) not to directly or indirectly use, collect, disclose or destroy any RMA related Confidential Information for any purposes that are not authorized by the RMA;
- (v) to ensure the security and integrity of Confidential Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (vi) to restrict access to Confidential Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the services under the VENDOR SHORT FORM NAME [RFP Name] Program and who have been specifically authorized by a RMA representative to have such access for the purpose of providing the services under the VENDOR SHORT FORM NAME [RFP Name] Program;
- (vii) to implement other specific security measures that in the reasonable opinion of the RMA would improve the adequacy and effectiveness of the VENDOR SHORT FORM NAME's measures to ensure the security and integrity of Confidential Information; and
- (viii) that any Confidential Information supplied to the RMA by VENDOR SHORT FORM NAME may be disclosed by the RMA where it is obligated to do so under FOIP, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Agreement.

#### **ARTICLE 7– INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 7.04 VENDOR SHORT FORM NAME and RMA shall each indemnify, defend and hold the other harmless from and against any and all claims, losses, costs, damage and expenses of every kind and nature, including legal expenses, in respect of injury to or sickness, disease or death of any person employed by them or by its other contractors or sub-contractors of any tier, or with respect to their property, arising out of or in connection with the services provided under this Agreement.
- 7.05 Neither VENDOR SHORT FORM NAME nor RMA shall be liable to the other for loss of use, loss of profit, business interruption or any other consequential loss of a similar nature.

#### **ARTICLE 8- GENERAL**

##### 8.04 Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by the laws of the Province of Alberta, without reference to its choice of law rules. Each of the Parties hereto hereby attorns to the exclusive jurisdiction of the courts of the Province of Alberta.

##### 8.05 Notices

(a) All disclosures, notices or other documents required or permitted to be given pursuant to this Agreement shall be in writing and delivered by registered mail, by hand or courier service or by fax at the following addresses or to such other address as may be provided by notice in writing from time to time:

(i) To: Rural Municipalities of Alberta  
Attention: Dave Dextraze  
Address: 2510 Sparrow Drive  
Nisku, AB T9E 8N5  
Telephone: (780) 955-3639  
Cell: (587) 986-4189  
Fax: (780) 955-3615  
Email: [dave@RMATrade.com](mailto:dave@RMATrade.com)

(ii) To: VENDOR NAME  
Attention: [Vendor Contact Name]  
Address: [Vendor Street Name]  
[Vendor City Province Postal]  
Telephone: [Vendor Phone Number]  
Cell: [Vendor Contact Cell]  
Fax: [Vendor Fax Number]  
Email: [Vendor Contact Email]

(b) Any notice or other document will be deemed to have been given and received:

- (i) If mailed, on the seventh (7<sup>th</sup>) business day of following the date mailing;
- (ii) If delivered by hand or by courier, on the first business day of the following the date on which it was delivered; and
- (iii) If sent by fax, on the first business day following the date on which it was sent, provided there is no transmission error report received with respect to the original transmission

#### 8.06 Entire Agreement

This Agreement, together with the additional agreements and documents referred to and appended herein, constitutes the entire agreement between the Parties relating to the subject matter hereof and there are no oral statements, representations, warranties, undertakings or agreements between the Parties modifying the provisions of this Agreement.

#### 8.06 Binding Nature of Agreement and No Assignment

This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto together with their respective heirs, legal personal representatives and successors but shall not be assignable by RMA without prior written consent of VENDOR SHORT FORM NAME. VENDOR SHORT FORM NAME will provide prior written notification in the event of a non-financial assignment.

#### 8.07 Amendments

This Agreement shall not be amended except if in writing and signed by duly authorized representatives of both Parties.

#### 8.08 Provisions Severable

If any provision of this Agreement is held to be invalid, unenforceable or illegal, such provision shall be deemed to be independent and severable from the remaining provisions of this Agreement and the remaining provisions of this Agreement shall not be affected and shall be valid and enforceable to the full extent permitted by law.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year noted beside their respective signatures.

**RURAL MUNICIPALITIES OF ALBERTA**

Dave Dextraze  
RMA Trade Manager

---

Signature

---

Duane Gladden  
Director of Business Services

---

Signature

---

**VENDOR NAME**

VENDOR SHORT FORM NAME  
Representative  
(name printed)

---

Signature

---

(Seal)

**SCHEDULE "A"**

[RFP Name] proposal submission dated [INSERT DATE] and the Letter of Clarification received [INSERT DATE].



**APPENDIX 3**

**OVERALL EVALUATION AND CRITERIA**

**NOTE: TO BE COMPLETED BY RMA**

For the Proposed Subject [RFP Name]

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing/Discounts	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_



**APPENDIX 4**

**RMA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this RMA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to reviewed and approved by the RMA Manager of Vendor Relations. Submit request through email to the RMA Manager of Vendor Relations.

RMA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of RMA and RMA Members and represented Associations and their Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following RMA product/price change naming convention: (Vendor Name) (RMA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* RMA expects Vendors to propose their very best prices however price decreases can be made as noted in Section I. PRICING in [RFP Name & Number].

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

**Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

\_\_\_\_\_

Adding Products/Services

Deleting Products/Services

Price Increase

RMA CONTRACT NUMBER:

\_\_\_\_\_

Hot List Pricing

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing RMA contract pricing.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Manager of Vendor Relations.

Yes                       No

**Section 5. Signatures**

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Manager of Client Relations

\_\_\_\_\_  
Date

FORM A

Columns shall be filled in by Proponent

**UNIT PRICE SCHEDULE**

Item	Description	Corrugation __mm X__mm	Gauge mm	Diameter	UNIT	UNIT PRICE Alberta	UNIT PRICE Sask	UNIT PRICE Manitoba	UNIT PRICE Ontario
1	CSP			300mm	Per Meter	\$	\$	\$	\$
2	CSP			400mm	Per Meter	\$	\$	\$	\$
3	CSP			500mm	Per Meter	\$	\$	\$	\$
4	CSP			600mm	Per Meter t	\$	\$	\$	\$
5	CSP			700mm	Per Meter	\$	\$	\$	\$
6	CSP			800mm	Per Meter	\$	\$	\$	\$
7	CSP			900mm	Per Meter	\$	\$	\$	\$
8	CSP			1,000mm	Per Meter	\$	\$	\$	\$
9	CSP			1,200mm	Per Meter	\$	\$	\$	\$
10	CSP			1,400mm	Per Meter	\$	\$	\$	\$
11	CSP			1,600mm	Per meter	\$	\$	\$	\$
12	CSP			1,800mm	Per meter	\$	\$	\$	\$
13	CSP			2,000mm	Per meter	\$	\$	\$	\$
14	CSP			2,200mm	Per meter	\$	\$	\$	\$
15	CSP			2,400mm	Per meter	\$	\$	\$	\$

16	CSP			2,700mm	Per meter	\$	\$	\$	\$
17	CSP			3,000mm	Per meter	\$	\$	\$	\$
18	CSP			3,300mm	Per meter	\$	\$	\$	\$
19	CSP			3,600mm	Per meter	\$	\$	\$	\$
20	Coupler (2 piece) c/w bolts and nuts			300mm	Per Coupler	\$	\$	\$	\$
				400mm		\$	\$	\$	\$
				500mm		\$	\$	\$	\$
				600mm		\$	\$	\$	\$
				700mm		\$	\$	\$	\$
				800mm		\$	\$	\$	\$
				900mm		\$	\$	\$	\$
				1,000mm		\$	\$	\$	\$
				1,200mm		\$	\$	\$	\$
21	Coupler (double annular with bolts and nuts)			300mm	Per Coupler	\$	\$	\$	\$
				400mm		\$	\$	\$	\$
				500mm		\$	\$	\$	\$
				600mm		\$	\$	\$	\$
				700mm		\$	\$	\$	\$
				800mm		\$	\$	\$	\$
				900mm		\$	\$	\$	\$
				1,000mm		\$	\$	\$	\$
				1,200mm		\$	\$	\$	\$
22	Coupler (2 piece) c/w bolts and nuts			1,400mm	Per Coupler	\$	\$	\$	\$
				1,600mm		\$	\$	\$	\$
				1,800mm		\$	\$	\$	\$
				2,000mm		\$	\$	\$	\$
				2,200mm		\$	\$	\$	\$
				2,400mm		\$	\$	\$	\$

				2,700mm		\$	\$	\$	\$
				3,000mm		\$	\$	\$	\$
				3,300mm		\$	\$	\$	\$
				3,600mm		\$	\$	\$	\$
23	Coupler (double annular with bolts and nuts)			1,400mm	Per Coupler	\$	\$	\$	\$
				1,600mm		\$	\$	\$	\$
				1,800mm		\$	\$	\$	\$
				2,000mm		\$	\$	\$	\$
				2,200mm		\$	\$	\$	\$
				2,400mm		\$	\$	\$	\$
				2,700mm		\$	\$	\$	\$
				3,000mm		\$	\$	\$	\$
				3,300mm		\$	\$	\$	\$
				3,600mm		\$	\$	\$	\$
24	Sloped End Cut				Per Cut	\$	\$	\$	\$
25	Structural Plate  Vendor to provide formula/method of pricing (example discount from list or other formula identified by proponent with unit price for identified diameters per m)					\$	\$	\$	\$
26	Guard Rail (Vendor to provide as per Provincial Specifications)					\$	\$	\$	\$
27	Other Products					\$	\$	\$	\$

	Offered by Vendor  (Provide on a separate sheet)								
28	Shipping  Vendor to provide formula/method of quoting with unit price per km from the identified manufacturing/s storage facility.								
29	Price Increase/Decrease Formula  Vendor to provide details								

**NOTE: All products shall meet Provincial Specifications or greater. All pricing to include commission fee as per 3.01(a)(i) of the service agreement. Provide complete list of products with pricing or discount percentage off list for other products offered through this RFP submission on a separate page.**



## FORM B

### **PROPONENT QUESTIONNAIRE- General Business Information** (Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form F**)

Proponent Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person RMA should correspond with from now through the Award process:

Name: \_\_\_\_\_ Email address: \_\_\_\_\_

*Please answer the questions below using the Microsoft Word® version of this document.* This allows RMA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. RMA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Corporate Overview** – please provide a brief overview of the following information, no more than 10 pages in length.

#### **History of your company and organization**

#### **Products and Services**

#### **Manufacturing Facilities**

#### **Locations and Branches**

#### **Sales and Customer Support Teams**

#### **Ecommerce Tools**

#### **Value Added Services**

**Turnaround Times** - to be able to ship within 24 hours all Transportation, Regulatory, construction, and warning signs.

#### **Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the industry relating to this RFP.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data.
- 6) What is your Canadian market share for the solutions that you are proposing?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
  - 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
  - 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

### **Industry Recognition & Marketplace Success**

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the province the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any provincial or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any Program and Administrative Support Agreement contracts that you hold.
- 17) What do you consider to be the top three market differentiators of your products/services relative to this RFP category?
- 18) Describe your experience in working with RMA and represented Associations members.

### **Proponent’s Ability to Sell and Deliver Service Nationwide**

- 19) Describe your company’s capability to meet RMA and represented Associations Member’s needs across Canada or for each geographical area that the Proponent wishes to do business in. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 20) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 21) Identify any geographic areas in Canada that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

## **Marketing Plan**

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your RMA pricing and other contract detail to your sales force provincially.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is RMA's and the represented Associations' role in promoting contracts arising out of this RFP? How will you integrate an RMA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

## **Value-Added Attributes**

- 27) Describe any product, equipment, maintenance, training programs that you offer to RMA and represented Associations' Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) What unique attributes does your company, your products, or your services offer to RMA and represented Associations' Members? What makes your proposed solutions unique in your industry as it applies to RMA and represented Associations' Members?
- 31) Identify your ability and willingness to provide your products and services to RMA and represented Associations' Members in Canada.



**FORM C**

**PROPONENT INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Province/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll-Free Number: \_\_\_\_\_ Email: \_\_\_\_\_

Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

The person identified here must have proper signing authority to sign the “Proponent’s Assurance of Compliance” on behalf of the Proponent.

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company’s primary contact person for this proposal?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Proponent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**FORM D**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**

Company Name: \_\_\_\_\_

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proponent’s response. The Proponent acknowledges that the exceptions listed may or may not be accepted by RMA or included in the final contract. RMA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	RMA ACCEPTS

Proponent’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RMA's clarification on exceptions listed above:**



**FORM E**

**PROPONENT ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPONENT'S AFFIDAVIT  
FOR CORRUGATED STEEL CULVERT PIPE (CSP), STRUCTURAL PLATE AND RELATED  
ACCESSORIES RFP**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "**Proponent**"), swears that the following statements are true to the best of his or her knowledge.

1. The Proponent is submitting its proposal under its true and correct name, the Proponent has been properly originated and legally exists in good standing in its state of residence, the Proponent possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to RMA members agencies and represented Associations member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proponent to the terms in this Contract.
2. The Proponent, or any person representing the Proponent, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of RMA, or any person, firm, or corporation under contract with RMA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proponent has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proponent's RFP response.
4. The Proponent will, if awarded a Contract, provide to RMA Members and represented Associations Members the products and services in accordance with the terms, conditions, and scope of this RFP, with the Proponent-offered specifications, and with the other documents in this solicitation.
5. The Proponent agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to RMA Members and represented Associations Members. Unless otherwise agreed to, the Proponent must provide only new and first-quality products and related services to RMA Members and represented Associations Members under an awarded Contract.
6. The Proponent will comply with all applicable provisions of federal, provincial, and local laws, regulations, rules, and orders.
7. The Proponent understands that RMA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. All proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data.
8. The Proponent understands that it is the Proponent's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify RMA for reasonable measures that RMA takes to uphold such a data designation.

By signing below, Proponent is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Province/Postal Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Notarized or SEAL**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public in and for the County of \_\_\_\_\_ Province/State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**FORM F**

**PROPONENT QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proponent Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to RMA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the RMA Members' and represented Associations Members' purchase orders.

**Warranty**

- 4) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions in Canada for which you cannot provide a certified technician to perform warranty repairs? How will RMA Members' and represented Association Members' in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?
- 5) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

- 6) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 7) Describe your pricing model (e.g. line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the RMA discounted price) on all the items that you want RMA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 9) The pricing offered in this proposal is
  - \_\_\_\_\_ a. the same as the Proponent typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.
  - \_\_\_\_\_ c. better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.
  - \_\_\_\_\_ d. other than what the Proponent typically offers (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer.
- 11) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proponent.
- 13) If delivery or shipping is an additional cost to the RMA Member and represented Association Member, describe in detail the complete shipping and delivery program.
- 14) Specifically describe those shipping and delivery programs for Canada.
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with RMA. This process includes ensuring that RMA Members and represented Associations Members obtain the proper pricing, that the Vendor reports all sales under the Contract.
- 17) Identify a proposed administrative fee that you will pay to RMA for facilitating, managing, and promoting the RMA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 5.28 and following for details.)

**Industry-Specific Questions**

- 18) Describe the top three market differentiators of your products/services relative to this RFP category.
- 19) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**FORM G**

**PRE-SUBMISSION CHECKLIST**

<b>Check when completed</b>	<b>Contents of Your Bid Proposal</b>	<b>Hard Copy Required Signed and Dated</b>	<b>Electronics Copy Required – CD or Flash Drive</b>
	Form A: Unit Price	X	X
	Form B: Proponent Questionnaire: General business Information		X
	Form C: Proponent Information	X	X
	Form D: Exceptions to Proposal, Term, Conditions and Solutions Request	X	X
	Form E: Proponent Assurance of Compliance		X
	Form F: Proposer Questionnaire with all questions answered completely	X	X
	Certificate of Insurance with \$5 million coverage	X	X
	Certificate of Recognition or Small Employer Certificate of Recognition	X	X
	Worker's Compensation Clearance Letter	X	X
	Copy of all RFP Addendums	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline		