



REQUEST FOR PROPOSAL (RFP)

RFP Number: 23RFP-CS016

RFP Name: Third Party Review of the Actions at the Alberta Energy Regulator Surrounding the Seepage of Fluids from the Kearl External Tailings Area and Spill from an Industrial Wastewater Storage Pond

RFP Issue Date	March 31, 2023
RFP Closing Date	April 21, 2023 14:00:59 MDT
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Table of Contents

1.0 GENERAL	1
1.1 ABOUT THE AER.....	1
1.2 FRAMEWORK AND OUTLINE	1
1.3 INTENT.....	1
2.0 REQUEST FOR PROPOSAL TERMINOLOGY	3
2.1 DEFINITIONS	3
3.0 REQUEST FOR PROPOSAL PROCESS	5
3.1 RFP AVAILABILITY.....	5
3.2 CHANGES TO THE RFP	5
3.3 RFP SCHEDULE.....	5
3.4 RESPONDENT QUESTIONS.....	5
3.5 RFP CLOSING.....	6
3.6 PROPOSAL SUBMISSIONS REQUIREMENTS.....	6
4.0 PROPOSAL TERMS AND CONDITIONS	7
4.1 GENERAL.....	7
4.2 ACCEPTANCE OF PROPOSALS	7
4.3 OWNERSHIP OF PROPOSALS	7
4.4 CONSENT TO COLLECTION AND USE OF INFORMATION	8
4.5 CONFIDENTIALITY AND SECURITY OF INFORMATION	8
4.6 INDEMNIFICATION	8
4.7 RESPONDENTS’ EXPENSES.....	8
4.8 IRREVOCABILITY OF PROPOSALS	8
4.9 PROPOSAL VALIDITY	8
4.10 INSURANCE AND WCB	9
4.11 FORM OF AGREEMENT TO BE EXECUTED BY THE VENDOR	9
4.12 CHOICE OF LAW AND FORUM	10
4.13 NEGOTIATION DELAY	10
4.14 CONFLICT OF INTEREST.....	10
4.15 NOTIFICATION OF AWARD	11
4.16 CONTRACTOR EMPLOYEES	11
4.17 PARKING	11
4.18 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA) (FOIP).....	11
4.19 ASSIGNMENT	12
4.20 VENDOR DISPUTE PROCESS.....	12
4.21 SHORT-LIST	12
4.22 BEST AND FINAL OFFER	12
5.1 PROPOSAL FORMAT	14
6.0 PROPOSAL EVALUATION PROCESS	15
6.1 EVALUATION PROCESS	15
6.2 EVALUATION AND SELECTION	15
6.3 EVALUATION CRITERIA/WEIGHTINGS	15
6.4 REFERENCES.....	16
6.5 PRICING	17
6.6 FINANCIAL STATEMENTS.....	17
7.0 PROJECT SCOPE AND REQUIREMENTS	18

7.1 INTRODUCTION18
7.2 SCOPE18
7.3 COMMUNICATION STRATEGY19
7.4 DELIVERABLES19
APPENDICES 20
APPENDIX 1: SIGNATURE AND WAIVER 21
APPENDIX 2: RESPONDENT PROFILE 22
APPENDIX 3: RESPONDENT QUESTIONNAIRE..... 23
APPENDIX 4: RESPONDENT REFERENCES 26
APPENDIX 5: PRICING 27

1.0 General

1.1 About the AER

The Alberta Energy Regulator (AER) ensures the safe, efficient, orderly, and environmentally responsible development of the province's hydrocarbon resources over their entire life cycle. This includes allocating and conserving water resources, managing public lands, and protecting the environment while providing economic benefits for all Albertans.

The Board of Directors of the AER is accountable to the Ministers of Energy and Environment for ensuring that the AER fulfills its statutory powers, mandate and function. Areas of responsibility and accountability include making rules, governance, and advisory and corporate roles. The Board is responsible for the general management and business affairs of the AER, and its principal roles are stewardship and guidance.

1.2 Framework and Outline

The Audit and Finance Committee (AFC) of the Board of Directors of the Alberta Energy Regulator (AER) is seeking an impartial third-party Contractor to enter into an agreement to provide a review into AER's actions surrounding the Kearl seepage and spill. The review will examine AER's processes and communication (internal and external) and determine if there were any gaps in AER's handling of these incidents and if so, provide recommendations for improvement.

1.3 Intent

Award

It is the intent of the AFC to negotiate and execute a service agreement with the Respondent(s) with the highest evaluated score. In the event that these negotiations should fail, the AFC may enter into negotiations with the next-ranked Respondent(s). The AFC may find it necessary, and reserves the right at its sole discretion if deemed appropriate and beneficial, to select more than one Respondent to perform the work contemplated in this RFP.

It is the purpose of the AFC to obtain a Proposal(s) most suitable to the interests of the AFC and what it wishes to accomplish, the AFC has the right to waive any minor or inconsequential irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which is deemed most favorable to the interest of the AFC.

Where reasonable to do so, the AFC may, as a condition of Proposal acceptance, request a Respondent to correct a minor and inconsequential irregularity with no change in Proposal prices. The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be at the sole discretion of the AFC.

Depending upon the results and outcome of the deliverables of the project, expressed herein, additional related work is possible to occur whereupon the AFC reserves the right to either utilize the services of the successful Respondent(s) for this additional work, subject to the successful Respondent's performance, funding availability and successful negotiation, or return to the market with a new proposal.

In other than a sole source situation, a single response (for example, a proposal from only one Respondent to the RFP) may be deemed a failure of competition, and at the sole opinion of the AFC, the RFP may be cancelled.

Length of Agreement

The length of any initial agreement resulting from this RFP will be ONE (1) YEAR (“The Term”) from date of official acceptance and award by the AFC.

The successful Respondent(s) shall be evaluated throughout the course of the contract and future extensions if applicable. Any assessment or findings will be shared with the Respondent(s), with the goal of immediate and permanent resolution where concerns have been raised. The AFC reserves the right to terminate the contract with the chosen Respondent(s) if it is deemed that remedies cannot be established, and/or the work develops beyond the capacity of the successful Respondent(s), wherein, the AFC reserves the right to approach the next highest rated Respondent(s) for award.

2.0 Request for Proposal Terminology

2.1 Definitions

Throughout this RFP, terminology is used as follows:

“**AER**” means the Alberta Energy Regulator

“**AFC**” means the Audit and Finance Committee of the Board of Directors of the Alberta Energy Regulator

“**Alberta Purchasing Connection**” (APC) means the Government of Alberta’s electronic tendering system.

“**Agreement or Contract**” means any written agreement between a vendor and the AER for the supply of goods and services, with pricing and/or discounts off a manufacturer published price list resulting from this RFP.

“**Business Day**” means 8:00 a.m. to 4:30 p.m., MD/ST, Monday to Friday, excluding holidays observed by the AER.

“**Equivalent**” means equal to or better than the functionality and performance of the item specified in the RFP.

“**Evaluation Team**” means the individuals who will evaluate the proposals on behalf of the AER.

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

“**Goods**” means the products proposed by the respondent, including all the components and any products to be produced and/or any services to be provided under the Agreement.

“**Mandatory**” means a requirement that must be met in order for a proposal to receive consideration.

“**MD/ST**” means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* of Alberta.

“**Optional**” means a requirement not considered essential, but for which preference may be given.

“**Respondent**” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for proposal.

“**Proposal**” means the respondent’s response to the RFP and includes all the respondent’s attachments and presentation materials.

“**Request for Proposal**” (RFP) means this solicitation for goods and/or services including attached appendices.

“**Service Level**” means the specific value of a service performance measure that indicates a standard of quality of service which must be attained or bettered.

“**Services**” means the contracted services as specified in the RFP and any resulting agreement executed by the parties.

“**Validation Period**” means the period of time the goods proposed shall be provided to the AER for Validation.

"Vendor" means the successful respondent chosen by the AER and who enters into a binding agreement with the AER in connection with this RFP.

3.0 Request for Proposal Process

3.1 RFP Availability

Respondents must obtain this RFP directly from the Government of Alberta’s electronic tendering system (Alberta Purchasing Connection [APC]). The APC website is: www.purchasingconnection.ca.

3.2 Changes to the RFP

The AFC reserves the right to modify the terms of this RFP at any time at its sole discretion. This includes the right to cancel this RFP at any time prior to entering into an agreement with the highest evaluated respondent.

The AFC can waive or change any of the stated requirements, at our discretion, by notifying all respondents of the revision(s). In the event that there are modifications or additions to the RFP, all respondents who have obtained the RFP from APC will be notified of those changes through the APC site.

3.3 RFP Schedule

Planning dates are subject to change at the discretion of the AER.

<u>STEPS</u>	<u>DATE</u>
RFP release date	March 31, 2023
Questions accepted until	April 6, 2023 at 14:00 MDT
Answers and clarification posted to APC	April 12, 2023
RFP closing date	April 21, 2023 at 14:00:59 MDT
Evaluations completed by	TBD
Negotiations to be complete by	TBD

3.4 Respondent Questions

All requests for clarification and questions regarding this RFP must be submitted in writing via email to procurement@aer.ca. All questions or clarifications must be specific to this RFP, and must include references to a specific section or schedule and item number.

It is further requested that all clarification and questions be received no later than April 6, 2023 14:00:59 Hours (MDT). All questions will be answered on or before April 12, 2023. Although every attempt will be made, the AFC cannot guarantee that questions received beyond this time period will be answered prior to the RFP closing time.

If the AFC, in its sole discretion determines a response or clarification is warranted, a response will be published in writing via AER Procurement, and included as an addendum to this RFP prior to the closing date. The official response to all questions will be considered final. This will ensure accurate, consistent responses to all Respondents. Only the written responses from the AFC, via AER Procurement, will be considered official and binding on this RFP.

The Respondent is responsible to seek clarification where they perceive ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the proposal.

This RFP call contains all the requirements relating to this Proposal. Other information or documentation provided to or obtained by the Proposer, from any other source prior to the close date of this Proposal, has no force or effect in relation to this Proposal.

3.5 RFP Closing

This RFP will close on **Friday April 21, 2023, at 14:00:59 MDT.**

3.6 Proposal Submissions Requirements

- 1) All responses to this RFP will only be accepted through email.
- 2) Respondents will email the **Technical & Commercial (pricing appendix 5) proposals separately** in PDF format, to the following email address: procurement@aer.ca . Your Proposal submission shall include only two (2) file attachments as described above.
- 3) Proposals must be received no later than the RFP closing date and time.
- 4) The **Signature and Waiver form** in the RFP (Appendix 1) shall be completed, signed by an authorized representative of the respondent, and included in the proposal.
- 5) **No commercial (pricing) information shall be included in the technical information, and vice versa.**
- 6) Respondents may not be in contact with the AFC regarding this RFP. All communication between all Respondents and the AFC within the timeframe between the RFP posting date and the date when the contracts is officially awarded on APC, must only be done through AER Procurement. Any contact prior to evaluation will result in Respondent disqualification.
- 7) Failure to comply with all of the above instructions may result in disqualification as per the AFC's's discretion.

4.0 Proposal Terms and Conditions

4.1 General

All responses to this RFP must be in English.

While the AFC has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by the AFC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Notice to a respondent that it has been identified as the highest evaluated Vendor, and the subsequent written agreement executed by the Vendor and the AFC, will constitute a contract for the goods and/or services. No respondent will acquire any legal or equitable rights, entitlement, or expectation of benefit relative to the goods until both have occurred.

This document, or any portion thereof, may not be used by a respondent for any purpose other than the submission of proposals.

4.2 Acceptance of Proposals

This RFP should not be construed as an offer to purchase or an agreement to purchase goods and/or services. Notwithstanding anything contained in or arising from this RFP, the AFC is not bound to award business to the respondent who submits the lowest priced proposal or to any respondent. Proposals will be assessed in light of the evaluation criteria. The AFC will be under no obligation to receive further information, whether written or oral, from any respondent.

By submitting a proposal, each respondent acknowledges and agrees that if the AFC elects to reject all proposals, or chooses to end this RFP process without selecting a highest evaluated proposal, the AFC will not be liable to any respondent for any claims of any nature or kind, including costs or damages incurred by the respondent in preparing the proposal, loss of anticipated revenues or profit in connection with any sale of goods and services, or any other matter whatsoever. By submitting a proposal, each respondent agrees that it will not claim damages and hereby waives any claim against the AFC, for whatever reason, relating to the award or refusal by the AFC to award any work contemplated in this RFP or in respect of the competitive process, including but not limited to any claim for loss of revenues or profits if the AFC does not award the work contemplated by this RFP to the respondent.

4.3 Ownership of Proposals

All proposals submitted to the ard AFC become the property of the Board of Directors of the AER.

4.4 Consent to Collection and Use of Information

The Respondent consents, and has obtained the written consent from any individuals identified in the proposal, to the collection and use of their confidential or personal information in the proposal by the AFC and/or individuals providing services to the AFC to enable it to evaluate proposals.

4.5 Confidentiality and Security of Information

The Respondent and the Respondent's employees, subcontractors, and agents must:

- a) keep strictly confidential all information concerning the AER and any knowledge of the business or activities of the AER acquired as a result of participation in this RFP and;
- b) only use, copy, or disclose such information as is lawful and necessary for the purpose of submitting a proposal, unless otherwise authorized in writing in advance by the AFC.

The respondent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

4.6 Indemnification

The successful Respondent by its acceptance of the agreement or purchase order, agrees to defend, indemnify and hold harmless the AER, its officers, employees and agents, from and against all loss or expense by reason of the liability incurred by the AER, its officers, employees and agents, for damages because of breach of any term or condition of this Request for Proposal and any resulting contract (if applicable), negligence, bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this contract.

4.7 Respondents' Expenses

Respondents are solely responsible for all costs and expenses incurred in preparing a proposal, delivering a proposal, presentations and subsequent negotiations with the AFC, if any.

4.8 Irrevocability of Proposals

By submission of a clear and detailed written notice, the respondent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The respondent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the AFC for purposes identified in this RFP.

4.9 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the RFP closing date. Prices will be firm for this period unless this RFP specifically states otherwise.

4.10 Insurance and WCB

Before commencing performing the Services, the successful Respondent shall obtain, at its cost, and maintain throughout the Term:

- a) where available and applicable to the successful Respondent, Workers' Compensation insurance or similar insurance in accordance with the statutory requirements of the Province of Alberta for all of its employees engaged in performing the Services herein. Where Workers' Compensation insurance coverages or similar insurance is not available to the Respondent, it shall provide to the AFC a letter outlining the reasons for lack of coverage and provide the AFC with proof of employer's liability insurance;
- b) at its own expense and without limiting its liabilities herein, insure its operations under a contract of either Comprehensive or Commercial General Liability with insurers licensed in Alberta in an amount of not less than \$2,000,000 per occurrence (annual general aggregate, if any, of not less than \$2,000,000) insuring against bodily injury, personal injury and property damage or loss. Such insurance(s) shall include (1) products and completed operations liability, (2) contractor's protective liability, and (3) blanket contractual liability;
- c) ensure that all such policies entered into pursuant to Section 4.10 (b), shall be written in forms and amounts and upon terms acceptable to the AFC and in accordance with the Insurance Act of Alberta, as amended; and
- d) as evidence of all insurance required to be maintained under the Service Agreement, provide certificates of insurance to the AFC and a letter from the Workers' Compensation Board of Alberta stating that Contractor has an account in good standing with such Board.

If awarded Respondent fails to provide or maintain insurance as required by Section 4.10, the AFC shall have the right to terminate this agreement or subsequent service agreement.

4.11 Form of Agreement to Be Executed by the Vendor

The service agreement shall only establish the terms and conditions governing future project work, and does not represent a commitment to purchase. The Vendor will be expected to execute the standard form of the AER service agreement. A copy of this agreement can be found at: <http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>

By submission of a proposal in response to this RFP, each Respondent agrees that, should it be identified as the successful respondent, it agrees to and will execute the standard form of the AER service agreement. A copy of the AER service agreement is provided at

<http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>

By responding to this RFP, each Respondent and the Vendor agrees that it will sign the AER service agreement without alteration of any of its provisions. However, the AFC may, in its sole discretion, consider reasonable changes to one or more terms of the AER service agreement proposed by a respondent, provided the respondent clearly identifies them in the proposal and provides compelling reasons that outline how or why the AER service agreement or a provision thereof is not appropriate or applicable in the circumstances. Any changes to the AER service agreement proposed by a respondent that are not included in its proposal may not be considered by the AFC. Each respondent and the Vendor acknowledge that, by responding to this RFP, they are bound to execute the AER service agreement as detailed at:

<http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>, in the event the AFC does not agree to make changes as proposed by the Respondent or Vendor during the tendering process.

In submitting a proposal in response to this RFP, each Respondent acknowledges that any indication of unwillingness to execute proposal of materially different terms than, and/or inclusion of any licensing or other agreements in the proposal that contain terms that differ from or contradict the AER service agreement may result in the AFC refusing to further consider the proposal without notification or explanation to the respondent.

Each Respondent must also include in its proposal a sample of each licensing agreement, or any other form of agreement, that it will request the AFC to sign if the Respondent is identified as having the successful proposal. Respondents must ensure that any additional agreements included with the proposal do not contain terms that contradict any term or provision of the AER service agreement and, if so, acknowledge and agree that any provision of the AER service agreement that is inconsistent with or contradicts any provision of any additional agreement proposed by the Respondent or Vendor will always take precedence. Respondents should be aware that contract terms (including forms of agreement proposed by the respondent and requested changes to the AER service agreement) will be considered as part of the proposal to meet the requirements of this RFP and therefore may affect the AFC's evaluation of the proposal.

In its sole discretion, the AFC may attach and incorporate all or any portion the proposal of the Vendor into the final agreement governing the terms and conditions of the goods and services provided by the Vendor.

4.12 Choice of Law and Forum

This RFP proposal submitted in response hereto, and any final agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada in force in Alberta. Each respondent shall and does hereby agree to attorn to the exclusive jurisdiction of the courts of the Province of Alberta for all matters relating to this RFP and the RFP process established herein.

This RFP is subject to the *New West Partnership Trade Agreement (NWPTA)* and the *World Trade Organization Agreement on Government Procurement (WTO-GTA)*.

4.13 Negotiation Delay

If a written agreement cannot be negotiated and finalized within fifteen business days following notification to the successful Respondent, the AFC may, in its sole discretion at any time thereafter, terminate negotiations with that respondent and either negotiate an agreement with another respondent submitting a valid proposal or choose to terminate the RFP process and not enter into an agreement with any respondent.

4.14 Conflict of Interest

All response submissions must include full disclosure of all existing relationships that may pose a conflict of interest, or what could be perceived as a possible conflict of interest, if the respondent were to become a contracting party pursuant to this RFP (refer to AER Service Contract, Part E). Should a conflict of interest arise, the AFC, at its sole discretion, may disqualify the response submission. Failure to disclose a potential conflict of interest in the submission may result in

disqualification from the evaluation process or termination of any contract that has been awarded as a result of the bid process.

4.15 Notification of Award

At the conclusion of the RFP process, the outcome shall be posted on APC where all respondents may view it. Unsuccessful respondents may request a debriefing meeting only with AER Procurement, acting on behalf of the AFC. During a debriefing meeting the unsuccessful respondent's proposal may be discussed, but AER Procurement will not discuss the details or the evaluation of other respondents' proposals. **The award posted on APC will include the total monetary value of the awarded agreement as well as the estimated value of the permitted optional extensions and a contingency value (if applicable) for possible amendments**

4.16 Contractor Employees

Contractor's employees shall conduct themselves in a professional and competent manner at all times that they are performing services. The AFC shall immediately notify the successful Contractor, in writing, of any employee misconduct in the performance of the contract. In such instance, upon being notified by the AFC of its claim of such employee misconduct, the Contractor shall promptly investigate the claim and take appropriate corrective action to remedy the situation.

4.17 Parking

Contractors shall be responsible for any parking requirements while working at an AER location.

4.18 Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)

Each respondent and the vendor acknowledges the following:

- a) The *Freedom of Information and Protection of Privacy Act* (FOIP) applies to all information and records relating to, or obtained, generated, created, collected or provided under, this RFP or the agreement and which are in the custody or control of the AER. FOIP allows any person a right of access to records in the AER's custody or control, subject to limited and specific exceptions as set out in FOIP.
- b) FOIP imposes an obligation on the AER, and through this RFP and the agreement on the respondent, to protect the privacy of individuals to whom information relates. The respondent shall protect the confidentiality and privacy of any individual's personal information accessible to the respondent or collected by the respondent pursuant to this RFP or the agreement.
- c) The respondent, if it considers portions of its proposal to be confidential, shall identify those parts of its proposal to the AER considered to be confidential and what harm could reasonably be expected from disclosure. The AER does not warrant that this identification

will preclude disclosure under FOIP. The AER may not be able to meet the respondent's confidentiality expectations in every instance.

- d) Materials produced by the respondent, in connection with or pursuant to this RFP or the agreement, which are or become the property of the AER pursuant to this RFP or the agreement, could be considered records under the control of a public body and could therefore also be subject to FOIP before delivery to the AER. As such, the respondent must conduct itself to a standard consistent with FOIP in relation to such materials.
- e) For the records and information obtained or possessed by the respondent in connection with or pursuant to this RFP or the agreement, and which are in the custody or control of the AER, the respondent must conduct itself to a standard consistent with FOIP when providing the services or carrying out the duties or other obligations of the respondent under this RFP or the agreement.

4.19 Assignment

Neither party shall assign this contract or any monies to become due thereunder without the prior written consent of the other.

4.20 Vendor Dispute Process

Any award disputes or protests must be submitted in writing to AER Procurement within five (5) days of the award date. Failure to protest within this time period shall be deemed a waiver of all rights.

Written protests shall include the following:

- a) Name, address, telephone and fax number of complainant,
- b) Complainant's or its representative's signature,
- c) Reference competitive bid or contract number,
- d) Detailed documentation of the legal and factual grounds of the dispute, complete with copies of relevant documents, and
- e) State dispute resolution expectation

4.21 Short-list

Based on initial evaluation scores, a possible short-list of potential Respondents may be established. Respondents selected for the short-list may be invited to make either formal presentations regarding their Proposal to the Evaluation Team or provide an on-site demonstration to validate that the proposed solution meets requirements. Short-listed Respondents may also be invited to enter into a 'best and final offer' process pursuant to section 4.23.

4.22 Best and Final Offer

As there may be a variety of solutions proposed by the Respondents, the AFC may in its absolute discretion choose to implement a 'best and final offer' process after the initial evaluation of proposals, as described below.

In the event that a shortlist of Respondents is developed in accordance with Section 4.22, shortlisted Respondents may be given an opportunity to modify their responses or propose additional services to the AFC. The AFC will inform shortlisted Respondents of the specific issues that it would like addressed in a modified proposal, and will clarify or revise relevant RFP specifications in advance of submission of the modified proposals.

Any and all rate for services, add-ons, labour, rentals, maintenance, training, support, discounts and incidentals must be issued with the initial proposal response. No revised rates shall be submitted after the initial close date, April 21, 2023.

5.0 Respondent Response Guidelines

5.1 Proposal Format

To facilitate ease of evaluation by the evaluation team, and to ensure each proposal receives full consideration, proposals should be organized in the following format using the section titles and sequence listed below (please refer to Section 3.6 for additional information):

File 1: Technical Proposal

a) Signature and Waiver form

Appendix 1 of this RFP is a mandatory requirement and must be **completed** and **signed** by an authorized representative of the respondent and included in the proposal.

b) Table of Contents

A table of contents listing all key sections of the proposal must be included. All pages are to be numbered consecutively.

c) Executive Summary

The proposal shall include an executive summary of the key features of the proposal.

d) Respondent Profile

The respondent must provide full responses to all questions in **Appendix 2**.

e) Respondent References

Provided references and detailed responses to the items listed in **Appendix 4**.

f) Proposed business solution & response to RFP Requirements

Provided informative and detailed responses to the items listed in **Appendix 3**. Proposals submitted in response to this RFP **must** address all items in **Section 7.0**

g) Agreements

See Section 4.11 and document at:

<http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf>,

h) Appendices

If the respondent wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the proposal. Examples may include case studies, white papers, client testimonials, reference material, etc.

File 2: Commercial Proposal (Pricing Information)

i) Pricing

Respondents are encouraged to use the provided template in **Appendix 5** or must include one in the same format as part of their submission.

6.0 Proposal Evaluation Process

6.1 Evaluation Process

The AFC will evaluate and score the proposals using the criteria and weightings described.

Respondents may not be in contact with the AFC regarding this RFP. Any contact prior to evaluation will result in Respondent disqualification.

During the evaluation process, the AFC, via AER Procurement, may contact a respondent to seek clarification in relation to any matter raised in the respondent's proposal.

6.2 Evaluation and Selection

Proposals will be checked for compliance with the stated mandatory requirements. Proposals that do not meet all the mandatory requirements will not be forwarded to the evaluation committee for evaluation. Those proposals meeting the mandatory requirements will be further assessed against the evaluation criteria as stated in the RFP.

SECTION	MANDATORY CRITERIA	PASS	FAIL
3.3, 3.5	Proposals received no later than the RFP closing date and time.		
Appendix 1	Signature and Waiver form (Appendix 1) completed, signed by an authorized representative and included in the proposal.		
3.6, 5.1	Separation of technical and commercial (pricing) proposal in RFP response.		

6.3 Evaluation Criteria/Weightings

Proposals will be evaluated based on the criteria and weighting outlined below:

CRITERIA	WEIGHTING (%)
(1) Methodology for assessing the AER's Incident & Emergency Response Policies and Procedures Regarding the Seepage of Fluids from the Kearn External Tailings Area and Spill from an Industrial Wastewater Storage Pond between May 2022 and February 2023 (Section 7 & Appendix 3)	10

(2) Methodology for assessing the AER’s Investigation, Enforcement and Communication Protocols (Internal and External) Regarding the Seepage of Fluids from the Kearl External Tailings Area and Spill from an Industrial Wastewater Storage Pond between May 2022 and February 2023 (Section 7 & Appendix 3)	10
(3) Methodology for assessing how the AER tracks, mitigates and communicates risks associated with Incident & Emergency Response Events Regarding the Seepage of Fluids from the Kearl External Tailings Area and Spill from an Industrial Wastewater Storage Pond between May 2022 and February 2023 (Section 7 & Appendix 3)	10
(4) Respondent experience in providing similar services to public sector and/ or private organizations (Section 7 & Appendix 3) <ul style="list-style-type: none"> Regulatory, judicial or indigenous community experience. Independence and impartiality 	10
(5) Experience and qualifications of assigned staff (Section 7 & Appendix 3) <ul style="list-style-type: none"> Professional qualifications & affiliations Experience with similar Canadian sectors (i.e., regulatory, energy, government agencies) Reputational credibility 	30
(6) Pricing (Appendix 5) <ul style="list-style-type: none"> Pricing details – 25% Adherence to AER’s Service Agreement Terms & Conditions – 5% 	30
TOTAL	100

Out-of-province and international submissions will be accepted and considered for evaluation.

6.4 References

Respondents must include references of comparable organizations to which you have supplied similar services. Please include at least three (3) references [Appendix 4] and the type of products/services provided. Respondent **cannot** include any reference that is from the Alberta Energy Regulator.

The AFC reserves the right to check the references of any and all respondents at any time during the evaluation process and at our discretion. References may be contacted by phone and/or in writing, and any information received will be used to assist in the evaluation of a Respondent’s submission to this Request for Proposal.

The AFC reserves the right to consider the past performance of any Respondent when evaluating References.

The AFC will not enter into a contract with any Respondent whose references, in the opinion of the AFC, are found to be unsatisfactory.

6.5 Pricing

Any and all costs must be listed and detailed. Completely describe all prices (GST excluded), including initial and recurring costs, options, duty, labour, training, travel, discounts, etc., and in Canadian dollars.

Pricing will be quantified using the following pricing formula: $\text{Lowest priced Proposal} / \text{Proposed price} \times \text{Weight} = \text{Score}$. The AFC reserves the right to quantify average pricing based on price of services only, total price or other average price measurements.

6.6 Financial Statements

The Respondent(s) who is the highest evaluated or who are shortlisted may be required to provide financial statements for the last three (3) years.

7.0 Project Scope and Requirements

7.1 Introduction

The Audit and Finance Committee (AFC) of the Board of Directors of the Alberta Energy Regulator (AER) is seeking an impartial third-party Contractor to enter into an agreement to provide a review into AER's actions surrounding the Kearl seepage and spill. The review will examine AER's processes and communication (internal and external) and determine if there were any gaps in AER's handling of these incidents and if so, provide recommendations for improvement.

7.2 Scope

The scope of work is to review and provide recommendations on AER's policies, standards, procedures and communication processes for emergency response, incident reporting, investigation and action specifically during the period of the Kearl releases between May 19, 2022, and issuance of the Environmental Protection Order (EPO) on February 6, 2023.

The review will include, but not be limited to, identifying and assessing the AER's policies, standards and procedures in these areas:

- Incident and Emergency Response, including, but not limited to, the following questions:
 - What is the AER's role when an incident is reported; does it or is it required to assess or verify the level of seriousness for each incident reported by industry?
 - How does the AER assess different levels of emergency?
 - Was Imperial's Emergency Response Plan (ERP) activated? What is the AER's role, if any, in ERP activation and was that followed?
- Incident Notification, including, but not limited to, the following questions:
 - Was the notification process in the ERP followed?
 - Are there any other standard notification processes, and did the AER follow them?
- Was the AER's Incident Investigation protocol followed?
- Were the AER's Investigation Communication (internal and external) protocols followed?
- Was the AER's Compliance and Enforcement processes and followed?
- Did the Board have sufficient information to provide guidance and make appropriate decisions?

The review will identify whether there are/were any gaps in AER policies and processes, and opportunities for improvement in the Kearl seepage and release situation. The review will recommend corrective and improvement actions, as appropriate.

In addition to reviewing the content and implementation of these policies, standards and procedures, the review will examine AER's risk evaluation and incident communications processes, to determine whether risks were properly evaluated and communicated with respect to the Kearl seepage and release.

Specifically, if policies, standards and procedures were not followed, the review will determine the cause, and make recommendations for improvement.

The review will include:

- A desktop review of relevant policies, standards and procedures.
- Interviews with relevant staff and management.
- Reviews of internal and external correspondence – emails, notices, orders, etc....

7.3 Communication Strategy

The successful Respondent shall participate in bi-weekly conference calls with the Audit & Finance Committee to provide updates on progress toward their corresponding deliverables.

7.4 Deliverables

The successful Respondent shall provide the following deliverables to the Audit and Finance Committee:

- Final Findings and Recommendations shall be delivered 90 days after the date of award.

APPENDICES

Appendix 1: Signature and Waiver

23RFP-CS016

Third Party Review of the Actions at the Alberta Energy Regulator Surrounding the Seepage of Fluids from the Kearl External Tailings Area and Spill from an Industrial Wastewater Storage Pond

Issue Date: March 31, 2023

Closing Date/Time: April 21, 2023, 14:00:59 (MDT)

Respondent Information

Legal name of respondent: _____

Address: _____

Contact: _____ Phone: _____ E-mail: _____

This form shall be included as part of your response.

The Respondent hereby acknowledges that prior to submitting a response for this quote, the Respondent has reviewed and agreed to all of the terms and conditions set out in this RFP.

The Respondent also consents, and has obtained written consent, of any individuals identified in the quote submission, to the collection and use of the information in the submission, by the AFC and/or individuals and providing services to the AFC, to enable it to evaluate the quote.

By signing this form, the undersigned confirms they have the full authority to represent the Respondent in all matters relating to the RFP, and confirm that the Respondent agrees to be bound by all the Terms and Conditions.

Acknowledgement of Addenda Received (if Applicable)

The Respondent hereby acknowledges receipt of the following addenda and has modified their bid accordingly. Check all that apply:

Addendum #1 Addendum #2 Addendum #3 Other: _____

Authorized Signature

Name

Date

Appendix 2: Respondent Profile

Respondents are welcome to use the electronic copy of this appendix that is included with the RFP on APC.

Basic Information			
Name:			
Current address:			
City:	Province:	Postal Code:	
Phone:	Fax:	Website:	
Contact:	Email:	Contact ph:	
Structure and Profile			
Form of Business (Corp, etc):			
GST#:		Years in business:	
Names of Officers			
Titles of Officers			
Financial (optional)			
Bank Name:			
Address:		Phone:	
City:	Province:	Postal Code:	
Email/Website:			
Other Locations/Offices			
Address 1:		Type:	
Phone:	Fax:	Email:	
City:	Province:	Postal Code:	
Address 2:		Type:	
Phone:	Fax:	Email:	
City:	Province:	Postal Code:	
Name		Name	
Name		Name	

Appendix 3: Respondent Questionnaire

Please respond to questions listed in the table below. Respondents can find an electronic copy of this appendix included with this RFP posting on APC. All responses must be addressed in the Respondent Questionnaire. If additional information or space is required, it can be referred to a specific section of your submission (page number must be indicated), as long as the main response has been given in the Respondent Questionnaire. Failure to comply with such requirement may result in disqualification of a Proposal.

AER REQUIREMENTS SECTION		RESPONDENT SECTION
Line #	Feature	Respondent's Response
1	Methodology for assessing the AER's Incident & Emergency Response Policies and Procedures Regarding the Seepage of Fluids from the Kearl External Tailings Area and Spill from an Industrial Wastewater Storage Pond between May 2022 and February 2023	
1.1	Describe in detail your methodology for assessing the AER's Incident & Emergency Response Policies and Procedures applicable to the Kearl incident . What steps will you take to assess the AER's current processes and what steps, processes, tools have you used before to provide recommendations for improvement.	
1.2	Describe the complexity of the approach, resources, and length of time it takes to provide a review. Identify the anticipated timeline to assess the AER's processes and provide recommendations for improvement.	
1.3	Outline your approach (include timelines for phases of work, estimated hours per phase, e.g., Gantt chart). Please note - final findings and recommendations must be delivered 90 days after contract award	

2	Methodology for assessing the AER's Investigation, Enforcement and Communication Protocols (Internal and External) Regarding the Seepage of Fluids from the Kearl External Tailings Area and Spill from an Industrial Wastewater Storage Pond between May 2022 and February 2023	
2.1	Describe in detail your methodology for assessing the AER's response taken during the Kearl incidents, including Investigation, Enforcement and Communication Protocols when an incident is reported to the AER.	
2.2	Outline your approach (include timelines for phases of work, estimated hours per phase, e.g., Gantt chart). Please note - final findings and recommendations must be delivered 90 days after contract award	

3	Methodology for assessing how the AER tracks, mitigates and communicates risks associated with Incident & Emergency Response Events Regarding the Seepage of Fluids from the Kearl External Tailings Area and Spill from an Industrial Wastewater Storage Pond between May 2022 and February 2023	
3.1	Describe in detail your methodology for assessing how the AER tracks, mitigates and communicates risks, specifically with reference to the Incident & Emergency Response Events at Kearl.	
3.2	Outline your approach (include timelines for phases of work, estimated hours per phase, e.g., Gantt chart). Please note - final findings and recommendations must be delivered 90 days after contract award	
4	Respondent experience in providing similar services to public sector and/ or private organizations	
4.1	Outline your experience in providing similar services to both public and private sector organizations, particularly regulatory, judicial and indigenous community experience. Include the number of years of consistent service you have provided.	
4.2	Provide a statement on your independence and impartiality with regards to this assignment, considering real or perceived conflicts of interest with the AER and/or affected and related parties.	
5	Experience and qualifications of assigned staff	
5.1	Provide details of your experience in providing similar services – experiences can be with either private or public organizations, regulatory, judiciary or indigenous communities. Provide up to 3 projects that were similar in nature along with their methodology. team size, timelines and end result.	
5.2	Provide details of qualifications and experience of assigned staff in completing this type of assessment (staff resumes can also be attached to your RFP response) and an organizational chart. Also indicate how many staff would be used for this project, their availability to dedicate time, and the estimated hours per staff member.	
5.3	Corporate Identity – Please describe your company’s background including year founded; offices and locations; size of organization.	
5.4	Provide a statement regarding your company’s reputation and credibility with regards to this assignment.	

6	Service Agreement and Terms	
6.1	<p>Confirm or comment your willingness to adopt the AER service agreement. http://www.aer.ca/documents/about-us/Procurement/AERServiceAgreementSample.pdf</p> <p>Describe any changes that you would request in the service agreement and provide a written rationale for those changes.</p>	
6.2	<p>Identify any concerns or limitations with respect to compliance with AER conflict of interest matters that includes but not limited to association and / or business relationships to related and affected parties pertaining to the entirety of the scope of work and intended services (Section 4.14 and Part E and F of the AER Service Agreement).</p>	

Appendix 4: Respondent References

Respondents must include references of comparable organizations to which you have supplied similar services. Please include at least three (3) references and the type of products/services provided. Respondent **cannot** provide a reference that is from the Alberta Energy Regulator.

CLIENT REFERENCE #1			
Company Name			
Address			
Contact Name		Title	
Phone Number		email	
Client Since (date)			
Description of work that is similar to what is being requested in this RFP.			

CLIENT REFERENCE #2			
Company Name			
Address			
Contact Name		Title	
Phone Number		email	
Client Since (date)			
Description of work that is similar to what is being requested in this RFP.			

CLIENT REFERENCE #3			
Company Name			
Address			
Contact Name		Title	
Phone Number		email	
Client Since (date)			
Description of work that is similar to what is being requested in this RFP.			

Appendix 5: Pricing

Respondents are encouraged to use this template or must include one in the same format as part of their submission. Respondents can find an electronic copy of this appendix included with this RFP posting on APC.

Costing	
<i>Pricing is to be provided for each line item followed by a summary total.</i>	Cost (CDN\$)
Hourly rates (please list all applicable hourly rates)	
Administrative rates	
Travel, meals, and accommodation (if applicable or not included)	
Other	
Total	

Pricing will be quantified using the following pricing formula: $\text{Lowest priced Proposal} / \text{Proposed price} \times \text{Weight} = \text{Score}$. The AFC reserves the right to quantify average pricing based on price of services only, total price or other average price measurements.

Payment Terms		
PAYMENT TERMS	CASH DISCOUNT OF	IF PAID IN
NET	%	DAYS

Assumptions (if applicable): Please note any assumptions

During the term of any contract the AER may, at its discretion, seek Electronic commerce and payment alternatives.