



Neyaskweyahk Group of Companies Inc. ("NGCI")

**Request for Proposals ("RFP") for Design-Build of Sundancer
Phase 1 Solar Photovoltaic Project**

Part A: Instructions to Proponents
(This is not a Tender)

Prepared By:

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Project Contact:

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October 22, 2018

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1.0 DEFINITIONS AND RFP DOCUMENTS

1.1 Definitions

The following definitions apply to the following terms used throughout this document:

- 1.1.1 "**Closing Time**" means the deadline for Proponents to submit a Proposal which shall be 3:00 p.m. Mountain Standard Time on Monday, December 3, 2018;
- 1.1.2 "**First Stage**" means the first stage of this RFP where interested parties are solicited to submit a LOI in accordance with this RFP, and the First Stage shall occur prior to the Second Stage;
- 1.1.3 "**First Stage Documents**" means the documents in section 5.1.1.;
- 1.1.4 "**LOI**" means a letter of interest submitted by an interested party in response to the First Stage of this RFP which shall include the First Stage Documents;
- 1.1.5 "**LOI Submission Deadline**" means the deadline for interested parties to submit a LOI which shall be 3:00 p.m. Mountain Daylight Time on Monday, October 29, 2018;
- 1.1.6 "**NGCI**" means Neyaskweyahk Group of Companies Inc.;
- 1.1.7 "**Project**" means the *Sundancer Phase 1 Solar Photovoltaic Project*, as described in this RFP;
- 1.1.8 "**Project Contact**" means Sam Minde, President and CEO of NGCI, Email: solar_proposals@ngcinc.ca;
- 1.1.9 "**Proponent**" means an interested party (or combination of parties and however organized, such as by sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, or joint venture) that submitted an LOI in response to the First Stage of this RFP and that is subsequently selected by NGCI, at the discretion of NGCI in accordance with this RFP, to submit a Proposal;
- 1.1.10 "**Proposal**" means a Proponent's response to the Second Stage of this RFP which shall include the Second Stage Documents;
- 1.1.11 "**Second Stage**" means the second stage of this RFP where a Proponent is selected to submit a Proposal in accordance with this RFP; and
- 1.1.12 "**Second Stage Documents**" means the documents in section 5.1.2.

1.2 RFP Documents

- 1.2.1 Subject to section 1.2.2 below, the following documents attach to and form part of this RFP:
 - (a) Part A – Instructions;
 - (b) Part B – Project Specifications; and

(c) Part C – Response Schedule.

1.2.2 The Part C – Response Schedule shall only be disclosed to Proponents who are selected by NGCI to participate in the Second Stage of this RFP, and shall not be disclosed to interested parties during the First Stage of this RFP.

2.0 INVITATION SUMMARY

2.1 Project Introduction

2.1.1 This RFP comprises of the following two stages, and the purpose of this RFP is to:

- (a) With respect to the First Stage: solicit LOIs to this RFP from interested parties; and
- (b) With respect to the Second Stage: solicit Proposals from Proponents with the expectation of:
 - i. selecting an appropriate Proponent for the Project; and
 - ii. entering into an agreement with the selected Proponent (at the discretion of NGCI in accordance with this RFP) to design and build the Project, in accordance with this RFP.

Project Name:	Sundancer Phase 1 Solar Photovoltaic Project
Location:	See section 4 of Part B: Project Specifications
Project Description:	NGCI is looking for a Proponent to design and build the Project at the location set out in section 4 of Part B: Project Specifications

2.2 RFP Not a Tender

2.2.1 This RFP is not a tender and is not subject to the law of competitive bidding. No contract or agreement is created by the submission of a LOI or proposal.

2.3 Response Particulars and RFP Timetable

Response Particulars:	
Project Contact:	Sam Minde, President and CEO of NGCI, Email: solar_proposals@ngcinc.ca
LOI/Proposal Submission Method:	Electronic delivery via email to the Project Contact at the Project Contact's email address noted above. No other form of delivery shall be acceptable whatsoever.

RFP Timetable:	
Issuance of RFP:	Monday, October 22, 2018
LOI Submission Deadline:	Deadline for submitting an LOI to the Project Contact is 3:00 p.m. Mountain Daylight Time on Monday, October 29, 2018
Notification to Proponent(s) to Submit Proposal(s):	Proponent(s) will be notified if they are invited to submit a Proposal on or before 3:00 p.m. Mountain Standard Time on Monday, November 5, 2018
Closing Time for Proposals:	The Closing Time for submissions of Proposals is 3:00 p.m. Mountain Standard Time on Monday, December 3, 2018
Proponent Interviews (if necessary), and, NGCI Review of Proposals	Weeks of: <ul style="list-style-type: none"> • Monday, December 3, 2018; • Monday, December 10, 2018; • Monday, December 17, 2018; and • Monday, December 24, 2018.
Notification to selected Proponent to Enter Into Negotiations:	Notification to selected Proponent to enter into negotiations for an agreement to design and build the Project on or before 3:00 p.m. Mountain Standard Time on Monday, December 31, 2018
Delivery Date of the Project:	On or before May 31, 2019

2.4 Requests for Clarification and Addenda

2.4.1 All enquiries relating to this RFP shall be emailed directly to the Project Contact at the Project Contact's email address (described herein).

2.4.2 Subject to section 2.4.3 below, answers to submitted enquiries arising from each respective stage of this RFP, and any other clarifications or changes issued by NGCI, may be issued by NGCI as written addenda to this RFP and distributed to:

- (a) all interested parties who submit an LOI regarding enquiries arising during the First Stage; or
- (b) all Proponents regarding enquiries arising during the Second Stage.

2.4.3 At its sole discretion, NGCI may choose not to respond to an enquiry. Unless expressly stated in an enquiry, NGCI shall consider all enquiries to be general in nature and may at its discretion choose to make its response available to all Proponents as appropriate. A Proponent may clearly identify an enquiry to be confidential in nature. If an enquiry is identified as confidential, NGCI may respond to such Proponent only. If NGCI determines that an enquiry submitted is not

of a confidential nature, it will notify such Proponent and request that the enquiry be withdrawn as a confidential enquiry and, at such Proponent's discretion, resubmitted as a general enquiry.

- 2.4.4 An interested party or Proponent (as the case may be) shall not be identified in any distributions of answers to enquiries pursuant to section 2.4.2.
- 2.4.5 NGCI may respond to enquiries, make clarifications and changes, in its sole discretion, to this RFP at any time prior to the Closing Time through the issuance of addenda.
- 2.4.6 Interested parties and Proponents shall ensure they have received and reviewed all addenda (if any) prior to submitting an LOI or Proposal (as the context requires). It is an interested party or Proponent's responsibility (as the context requires) to request a clarification of any item in this RFP, including any issues relating to specifications, discrepancies, errors or omissions, or any apparent ambiguities, and such request for clarification may be resolved by the interested party or Proponent through submission of an enquiry in accordance with section 2.4.
- 2.4.7 All addenda issued by NGCI form part of this RFP.
- 2.4.8 Should NGCI issue any addenda to the RFP, such addenda will only be issued pursuant to section 2.4.2.
- 2.4.9 Interested parties and Proponents shall acknowledge receipt of any addenda issued pursuant to this RFP.

2.5 Confidentiality, Public Announcements

- 2.5.1 Interested parties and Proponents are expected to keep confidential all documents, data, information and other materials of NGCI that are provided to or obtained or accessed by an interested party or Proponent in relation to this RFP and not otherwise made publicly available.
- 2.5.2 Interested parties and Proponents are expected to not make any public announcements or news releases regarding this RFP, a Proponent's Proposal, or the entering into of an agreement pursuant to this RFP, without the prior written consent of NGCI.

2.6 Requests for Extension

- 2.6.1 Any request for an extension to either the LOI Submission Deadline or the Closing Time, as the context requires, shall not be considered.

3.0 ERMINESKIN CREE NATION AND NGCI

3.1 Ermineskin Cree Nation

- 3.1.1 The Ermineskin Cree Nation (Reserve #138) is one member of the Four Nations of Maskwacis, Alberta - located in Central Alberta about fifty miles south of Edmonton on Highway 2A, halfway between the towns of Ponoka and Wetaskiwin. The Ermineskin Cree Nation's land base is approximately 25,000 acres. This area is traditionally known as the Bear Hills or Maskwacheesihk. The Cree people of the Ermineskin Cree Nation have a historical relationship that extends over centuries to the area of land that now comprises the Ermineskin Reserve. The

Ermineskin Reserve was established in 1885. The Ermineskin Cree Nation belongs to the Treaty Six Group of Indian Tribes in Western Canada.

- 3.1.2 As with other First Nation communities in Canada, the Ermineskin Cree Nation continues to maintain its close community identity through the preservation of their long and proud history. Although the communities of Maskwacis have benefited from a large oil and gas deposit on their lands, they also enjoy large tracts of prime agricultural land and property on one of Alberta's more popular lakes (Pigeon Lake). Some of the many services offered in the Maskwacis area include: the Maskwacis Health Authority; Maskwacis Police Service; ambulance and fire departments; multiple community recreation centers; and a Canadian Pacific rail line that runs through the reserve. Finally, there are a number of small businesses that operate in the town site of Maskwacis.
- 3.1.3 As the Ermineskin community moves into diversifying its economy away from oil and gas revenues, it must do so with strategies that allow the community to maintain its cultural identity. Working closely with the other regional First Nations and non-indigenous communities, Ermineskin can offer a number of resources and other advantages that will be key to attracting outside investment.
- 3.1.4 The total land base of the four Maskwacis Nations is 291 square kms, of which 108.62 square kms is owned and operated by the Ermineskin Cree Nation which has approximately 3,000 members. The Reserve is located in close proximity to Alberta's two main cities of Edmonton and Calgary. The Ermineskin Cree Nation is located in the Maskwacis area, which is about 70km south of Edmonton along Highway 2A and at Junction 611 and is only a short distance from Highway 2, which links Edmonton and Calgary. This location allows for easy access to a number of facilities in both centers as well as other cities such as Wetaskiwin, Leduc, and Red Deer.
- 3.1.5 Educational facilities are located within a two-hour drive of the Ermineskin Reserve, such as the University of Alberta, University of Calgary, Northern Alberta Institute of Technology, Southern Alberta Institute of Technology, Red Deer College and Olds Agricultural College. The close proximity of these institutions has produced a number of highly educated Ermineskin members. These same institutions can also play an important role in facilitating research for any initiative that may be started with the Ermineskin Community and they can also be used to help in training Ermineskin Members in specific areas that new ventures might offer. Another research facility that can also be utilized in potential business ventures is the Leduc Agricultural Research Complex, which is only 15 minutes away and can offer state of the art processing equipment.
- 3.1.6 The Ermineskin community has a labour force of approximately 1,300 semi-skilled and skilled workers. Complimenting this is a larger work force that neighbours Ermineskin from the other three First Nation tribes that reside in the Maskwacis area. And, additional labour can be drawn from other First Nation communities.
- 3.1.7 With access to a large supply of oil and gas revenues, the Ermineskin Cree Nation is considered to be one of the more economically stable First Nation communities in Canada. Revenues generated in the past have been used to support community business, retain outside expertise, and to further develop Ermineskin's infrastructure. These same revenues can also be used to help support future development projects.

3.1.8 Along with oil and gas resources, Ermineskin also has over 10,000 hectares of high quality agricultural land capable of producing annual crops. And lands along Pigeon Lake, one of Alberta's most popular lakes, is currently being used for camping.

3.2 Neyaskweyahk Group of Companies Inc.

3.2.1 Neyaskweyahk Group of Companies Inc. was established on March 14, 2013. Ermineskin Chief & Council passed a BCR on April 20, 2013 to approve the development of a Board of Directors to govern and direct the CEO and President to manage NGCI.

3.2.2 NGCI's main objectives include:

- (a) To promote, encourage, and enhance economic investment and development of the Ermineskin Cree Nation.
- (b) To plan, finance, initiate, develop, construct, own, buy, sell, hold, manage, administer, operate, and promote economic ventures on behalf of the Nation.
- (c) To create, coordinate, cooperate, and administer incentive programs for investments and job creation.
- (d) To provide employment and training for members of the Nation.
- (e) To promote the art and culture of the Nation and generally to improve the lives of the members of Ermineskin Cree Nation.
- (f) To promote the economic and social welfare of the Nation by supporting recognized benevolent and charitable enterprises, federations, agencies and societies engaged in assisting the development, both economic and social, of the members of the Nation.

3.2.3 NGCI is committed to supplying quality products and services to its customers. Operational performance of NGCI will be achieved through its quality management system that NGCI is establishing that complies with the ISO 9001:2015 standard. All management is responsible to ensure that interested parties who can affect product and service quality understand and comply with our policies and procedures.

3.2.4 NGCI is governed by a Board of Directors (which includes a Chairperson plus three additional Board Members) along with a three-person Management group, consisting of CEO (Sam Minde), VP Operations (Maureen Ward) and Financial Controller (Melody Littlechild). The Board and Management are supported by numerous staff in a variety of roles.

4.0 PROJECT OVERVIEW

4.1 Background

4.1.1 To date, NCGI has undertaken two feasibility studies with respect to the Project. A pre-feasibility study (dated July 27, 2018) was completed by Peters Energy Solutions to help guide NGCI on this Project and to identify the opportunities and risks associated with a solar PV facility.

4.1.2 The pre-feasibility study concluded that “the proposed Maskwacis location and the adjacent FortisAlberta infrastructure offers good annual sunshine, suitable land availability, grid interconnection, and generation hosting capacity”. It is expected that the Project will export all of the energy to the Alberta grid with the flexibility to self-supply the Ermineskin REA, enter into Power Purchase Agreements with third parties, or sell electricity to the Alberta pool at the fluctuating pool price.

4.1.3 In addition to the pre-feasibility study completed by Peters Energy Solutions, a technical feasibility study (dated April 17, 2018) was completed by SkyFire Energy Inc. The technical feasibility study included a number of assessments including geotechnical, environmental, land use and also included site surveys and fair market value land appraisals related to the Project. The latter was required in support of a Permit from the Department of *Indigenous Services Canada* to permit the land use. The result of this work is a Permit area consisting of 4.78 ha (11.8 acres) in support of the Project.

4.2 Project Briefing and Site Visit

4.2.1 Interested parties and Proponents are welcome to undertake site visits at the Project location upon request. Such requests for site visits shall be submitted to the Project Contact via email, and, shall include an explanation for the purpose of such site visit.

4.3 Constraints

4.3.1 Interested parties and Proponents must consider the following constraints regarding the Project:

- (a) A fixed location of the transformer kiosk/grid connection at Project site (see section 4.2 of Part B);
- (b) A mixture of organic soil and hard sandstone ground conditions at Project site (see section 4.3 of Part B); and
- (c) A delivery date of the Project on or before May 31, 2019.

4.3.2 The Project and its nominal MW requirements are provided in Table 1 below:

DC Capacity (MW)	AC Capacity (MW)	Approximate Area (Refer to Part B – Project Specifications)
1.1 to 1.3	0.99	4.78 ha

Table 1: Sundancer Phase 1 Project Objectives

- (a) The Project is expected to meet the criteria for partial funding by the Alberta Ministry of Indigenous Relations' *Alberta Indigenous Green Energy Development Program* (AIGEDP). The AIGEDP assists Alberta Indigenous communities and organizations to acquire an ownership stake in Alberta’s rapidly expanding renewable energy sector. Per the Minister of Indigenous Relations “*The intent of the AIGEDP is to support Indigenous*

*community-owned renewable energy generation projects with a generation capacity above 1 MW*¹.

- (b) The Project will comprise of an approximately 1.1 to 1.3 MWDC (0.99 MWAC) solar photovoltaic (PV) system. The requirements of the Project system (DC Capacity, AC Capacity, and Approximate Area) described in Table 1 are designed strategically to meet the requirements of the AIGEDP which requires “*generation capacity above 1 MW*”, while remaining below a critical threshold of 1.0 MWAC. The latter is important due to the October 4, 2017 *Wildlife Directive for Alberta Solar Energy Projects* (Wildlife Directive) which states: “*For solar energy projects, AUC Rule 007 also requires that Proponents submit with their applications a copy of a signed Wildlife Renewable Energy Referral Report received from an AEP Wildlife Biologist. Review by a AEP Wildlife Biologist is not required when solar energy projects are small scale (i.e. less than 1MW)*”² [emphasis added].
- (c) NGCI has been advised that a 1.1 to 1.3 MWDC/0.99 MWAC system for the Project will satisfy the AIGEDP funding requirements while also remaining below the 1MW scale which AEP deems to be the threshold for requiring a Referral Report under the Wildlife Directive.
- (d) The Project's system must therefore be within 1.1 to 1.3 MWDC and shall not exceed 0.99 MWAC (see additional project specifications in *Part B: Project Specifications, Appendix A*; see section 2.2.1 of *Part B: Project Specifications, Appendix A* for total system capacity of approximately 1.1 to 1.3 MWDC, and, see section 2.4.1 of *Part B: Project Specifications, Appendix A* for an inverter rated maximum capacity to be 0.99 MWAC or less).

4.3.3 Equipment and Components

- (a) The following criteria for these specific components shall be met by each Proponent's Proposal:
 - i. Utility-grade products are to be used for the Project;
 - ii. Solar modules for the Project will be sourced from Tier 1 manufacturers; and
 - iii. Inverters for the Project will be sourced from reputable solar inverter manufacturers (such as from Huawei or SMA).

5.0 SUBMISSION/RFP TERMS & CONDITIONS

5.1 Document Submissions

5.1.1 First Stage Documents

¹ Retrieved from the world wide web, September 10, 2018 at: <http://indigenous.alberta.ca/AIGEDP.cfm>

² Retrieved from the world wide web, September 10, 2018 at: <https://open.alberta.ca/dataset/6a71e752-8d72-4126-a347-e9f328279904/resource/527c6a99-4004-440c-8033-07872cb8adb0/download/wildlifedirective-albertasolarenergyprojects-oct4-2017.pdf>

- (a) Interested parties are required to submit a LOI to the Project Contact in accordance with the LOI/Proposal Submission Method described in section 2.3 which shall consist of the following:
 - i. contact information of the interested party; and
 - ii. an engineering capability statement regarding the Project.
- (b) At their option, interested parties may also attach an electronic copy of proposed amendments to this RFP, using the track changes feature in Microsoft Word.

5.1.2 Second Stage Documents

- (a) Proponents are required to submit a Proposal to the Project Contact in accordance with the LOI/Proposal Submission Method described in section 2.3 which shall consist of the following:
 - i. completed Part C – Response Schedule; and
 - ii. addressing the entirety of this RFP.

5.1.3 Failure to provide the First Stage Documents and the Second Stage Documents in accordance with this section 5.1 hereof shall render such submission being declared by NGCI as incomplete and they will not be further reviewed by NGCI in this RFP process.

5.2 Proposal Assessment Criteria and Weightings

5.2.1 The following table outlines the evaluation criteria that will be used by NGCI to evaluate each Proposal:

Evaluation Criteria	Maximum Score
Financial Consideration	15
Warranties	5
Project Methodology	10
Relevant Project Experience	20
References	20
Key Team Member Qualifications	10
First Nations/Community Benefits	15
Value Add/Additional Information	5
Total Score	100

5.3 Accreditations and Qualifications

5.3.1 Each Proponent shall:

- (a) At the time of its submission of its Proposal in accordance with this RFP be a NETA accredited organization in good standing, and, the Proponent (or the lead contractor or affiliate thereof, as the context requires) shall possess COR Certification in good standing.
- (b) Indicate the earliest firm delivery date for the Project to occur on or before May 31, 2019. Such delivery date is to be measured in weeks, commencing from a proposed effective date of a successfully negotiated agreement to design and build the Project.
- (c) Submit details on warranty periods and warranty coverage details for all major components of the Project, including warranties for installation.
- (d) Provide details of the Project plan including:
 - i. design;
 - ii. acquisition of equipment;
 - iii. installation;
 - iv. commissioning; and
 - v. complete technical specifications and detailed pictures and/or diagrams of all proposed equipment of the Project.
- (e) Provide details of relevant academic, trade and professional qualifications for the proposed personnel of the Proponent.
- (f) Provide a minimum of three (3) organizations that the Proponent's firm has provided comparable services to, which are similar in scope to the Project as set out in this RFP. Any referenced projects herein shall be located within the Province of Alberta and completed within seven (7) years of the date of the issuance of this RFP.
- (g) Include proof of insurance coverage (for example, through the attachment of a copy of insurance certificates/binders) which shall include:
 - i. Commercial general liability insurance (including coverage for products coverage and employer's liability) of at least \$2,000,000.00 per occurrence; and
 - ii. Automobile liability insurance of at least \$2,000,000.00 third-party liability.
- (h) Confirm that workers' compensation insurance, or its equivalent, is in place and in good standing (to be confirmed by attaching a letter of good standing of such Worker's Compensation Board's letterhead).

- (i) Include a summary of the interested party's health, safety, and environmental plans and policies and professional practices plan (if available). A table of contents from such health, safety, and environmental plans and policies and professional practices plan will satisfy this requirement on the understanding that full copies thereof will be delivered to NGCI upon or as a part of the execution of an agreement to design and build the Project.
- (j) Include a non-binding table of prices related to the design and build of the Project (the "**Table of Prices**"), which such Table of Prices shall include the full legal name of the Proponent that is submitting a Proposal, with contact details and the signature of the individual possessing the authority to respond to this RFP. Such Table of Prices shall be used as the basis for negotiations for such items noted therein.
 - i. Proponents may amend or retract their Table of Prices prior to the Closing Time by delivering written notice with particulars thereof to the Project Contact at the Project Contact's email address.
 - ii. Following the Closing Time, a Table of Prices shall not be amended or retracted.

5.4 Additional Terms and Conditions

- 5.4.1 It is expected that notification will be delivered to a selected Proponent to enter into negotiations for an agreement to design and build the Project on or before 3:00 p.m. Mountain Standard Time on Monday, December 31, 2018.
- 5.4.2 Any agreement that is negotiated between a Proponent and NGCI pursuant to this RFP shall be made conditional to NGCI obtaining confirmation of satisfactory financing (through grants or otherwise) to design and build the Project.
- 5.4.3 Interested parties and Proponents are solely responsible for any costs incurred by them to respond to this RFP, including, if applicable, any interviews, negotiation and finalization of an agreement with NGCI to design and build the Project.
- 5.4.4 NGCI, in its sole discretion, reserves the right to:
 - (a) accept or reject in whole or in part any responses to this RFP;
 - (b) withdraw or amend any portion of this RFP at any time;
 - (c) solicit additional Proposals from other interested parties at any time whatsoever;
 - (d) modify or vary any aspect of this RFP's technical, commercial, or contractual requirements; and/or
 - (e) cancel this RFP in its entirety.
- 5.4.5 Notwithstanding anything else contained herein, NGCI shall not be bound to enter into an agreement with any Proponent, nor is NGCI bound to enter into an agreement with a Proponent that submits the lowest price and/or fee structure for the Project.

- 5.4.6 In the event this RFP results in NGCI not entering into an agreement with a Proponent to design and build the Project in accordance with this RFP, then NGCI may, in its sole discretion:
- (a) re-issue a new RFP with modifications;
 - (b) sole-source and negotiate directly with one or more Proponents, whether they satisfactorily responded to this RFP or not; or
 - (c) do nothing further.
- 5.4.7 This RFP shall not be construed as an agreement to purchase goods or services.
- 5.4.8 No act of NGCI, other than the entering into an agreement with a selected Proponent at the discretion of NGCI, shall constitute acceptance of a response to this RFP.
- 5.4.9 LOIs and Proposals may be evaluated at NGCI's sole discretion on any or all of the information submitted including clarifications, additional information, modifications, and negotiated changes.
- 5.4.10 LOIs and Proposals, and accompanying documents, submitted in response to this RFP will not be returned to Proponents.
- 5.4.11 The evaluation of LOIs and Proposals pursuant to this RFP is subjective in nature and NGCI intends to consider, at its sole discretion, each LOI and Proposal on its own merits, without regard to the common law rules or principles of competitive bidding or other legal duties, including without regard to whether a LOI or Proposal is compliant with this RFP.
- 5.4.12 LOIs and Proposals will be opened and reviewed in private.
- 5.4.13 NGCI may at its option interview any one or more of the Proponents. NGCI may also discuss and/or negotiate, with one or more Proponents at any time during this selection process, either consecutively or concurrently, any and all aspects of a Proponent's Proposal.
- 5.4.14 NGCI may continue to seek clarifications and additional information from Proponents at any time during the selection process as needed. NGCI may, at its sole discretion, satisfy itself as to the accuracy of the information provided by the Proponent by contacting any references so provided, and by researching publicly available sources, and by any other means deemed appropriate. NGCI may, at its sole discretion, use the information from interviews, presentations, references and other appropriate sources of information in its evaluation.
- 5.4.15 Unsuccessful Proponents will not be notified of the outcome of this selection process until NGCI has entered into an Agreement to design and build the Project with a Proponent or has otherwise cancelled this RFP process.
- 5.4.16 Interested parties and Proponents are advised that NGCI is intending to conduct a flexible procurement process, not subject to the laws of competitive bidding or other legal duties.

6.0 PRICE AND PAYMENT CONDITIONS

6.1 Funding

6.1.1 NGCI has received a federal funding grant that will cover a portion of the estimated total project costs for the Project, and NGCI will be funding the balance of the project through a combination of equity, debt, and other grant or similar funding (e.g. AIGEDP funding).

6.2 Terms

6.2.1 Proponents are required to complete and submit the Price Table (see Part C – Response Schedule) with their response to this RFP.

6.2.2 All prices in the Price Table:

- (a) must be referenced using Incoterm **DDP** (INCOTERMS 2010) installation site, offloaded and placed;
- (b) are to be in Canadian dollars; and
- (c) shall be exclusive of provincial and federal sales taxes and import duties. NGCI is GST exempt.

6.2.3 If a Proposal is accepted, then, subject to the other terms and conditions of this RFP, a successful Proponent may immediately enter into negotiations with NGCI to conclude a form of agreement to design and build the Project.

END OF DOCUMENT