

**REQUEST FOR PROPOSAL**

for

**Research and Consulting Services**

with



**Issued:** February 10, 2023

**Submission Deadline:** March 3, 2023, 5:00 PM Mountain Time

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## 1 Introduction

### 1.1 ERA

**Emissions Reduction Alberta** (“ERA”) is a registered tradename of the Climate Change and Emissions Management (CCEMC) Corporation. ERA was established as a key partner of the Government of Alberta to address Alberta’s Climate Leadership priorities. ERA has a mandate to identify and accelerate innovative solutions that secure Alberta’s success in a lower carbon economy. By supporting the next generation of clean technology, ERA helps Alberta build an open, sustainable and increasingly diversified economy that attracts investment, facilitates diversification, expands market access and delivers improved environmental outcomes.

More information about ERA can be found on our website: [www.eralberta.ca](http://www.eralberta.ca)

### 1.2 Research and Consulting Services

ERA is seeking a service provider to undertake a study that will identify barriers to greenhouse gas (GHG)-reducing technology commercialization in Alberta. The proposed scope of services is defined in Section 2.2 below.

### 1.3 Terms and Conditions

The terms and conditions (“Terms and Conditions”) for this Request for Proposal (“RFP”) are contained in Appendix C. Participation in this RFP constitutes acceptance of the RFP Terms and Conditions.

## 2 Request for Proposal

### 2.1 Invitation to Participants

This Request for Proposal is an invitation by ERA to prospective proponents to submit proposals **for the provision of Research and Consulting Services.**

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## **2.2 Scope of Services**

### **2.2.1 Objective**

ERA is seeking a research consultant to deliver a detailed report outlining the barriers faced by firms working to commercialize GHG-reducing technology.

### **2.2.2 Background**

ERA has provided over \$880 million towards its portfolio of projects. These investments help de-risk important GHG-reducing technology. The technology firms that qualify for ERA investment use these funds to accelerate their path to pilot and early commercialization readiness levels. However, not all technology firms achieve commercialization. The purpose of this study is to better assess and understand the barriers ERA-supported firms have faced during the commercialization process, understand if the current innovation ecosystem could be aligned to better support these firms, or if further interventions and/or collaborations with partners should be considered.

ERA is accepting proposals that will identify, research, analyze, rank severity, and recommend solutions entitled the Barriers to Commercialization Study. The RFP process asks potential service providers to submit a proposal that will best answer how their organization can help ERA answer the research question: What are the barriers to commercializing GHG-reducing technologies in Canada?

The service provider will develop a proposal that considers the following criteria:

- Understand, utilize, and reflect ERA's mandate, business model, and areas of focus, using guiding documents such as the Technology Roadmap, TIER Regulation, Annual Report and Business Plan to analyze and add context to primary and secondary data sources.
- Assess and describe in qualitative and quantitative detail the current GHG-reduction technology market in Canada, North America, and Europe.
- Develop a jurisdictional scan that highlights successful programs that support the scaling of GHG reduction technologies in other countries.
- Analyze GHG-related tax incentives, grants, contract, other significant policies, programs, and regulations that hinder or engender the adoption of GHG reduction technologies
- Conduct an environmental scan of key/major/significant GHG-reduction technology adoption events or highlight significant regional cluster activities, highlight specific activities/interventions that have (or will) play a role in technology commercialization that ERA could explore/collaborate/learn best practices in future.
- Conduct 20 direct (or advise sample size that best aligns with service providers methodology) interviews with successful and unsuccessful ERA project proponents, conduct 5 to 10 (or advise sample size that best aligns with service providers methodology) interviews with industry (if/where necessary) and other relevant stakeholders, such as government and regulators (if/where necessary) to inform study findings. Interviews can be conducted virtually. Suppliers must specify methodology to gather primary data.

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- Highlight 5 example key questions or key areas you would consider applicable to extract relevant information that will engender an answer to the research question.
  - The contractor should:
    - Demonstrate an understanding of the required tasks associated with the Request for Proposal, including an understanding of GHG technologies within Canada.
    - Provide a methodology for the study, as well as suggest any potential improvements to the study.
    - Define the organizational structure and competition of the team.
    - Define the contract management controls and quality assurance.
    - Describe other relevant knowledge and experience.
    - Provide references.

### **2.2.3 Deliverables**

The service provider will produce a final report of findings and recommendations that address the above research criteria. The report will include, but not be limited to, an executive summary, key findings, interview summaries, and a bibliography. The report, including any data, will be submitted to ERA in English in Microsoft Word (and Excel for data, if applicable.)

The researcher must provide a one-hour virtual presentation to present the research findings and answer questions of an audience determined by ERA.

The service provider must provide a copy of the presentation to ERA in English in Microsoft PowerPoint.

As part of the Barriers to commercialization study the researchers should at minimum:

- Present a jurisdictional scan.
- Present an evaluation of the policy, regulatory, tax, investment, and financial barriers/opportunities.
- Present an in-depth view and ranking of the barriers faced by small and medium-sized companies working to scale their operations and commercialize GHG-reduction technology.
- Identify specific gaps, if any, in the Canadian innovation support system, including financing, that is preventing further scale up and adoption of GHG reduction technologies in Alberta.
- Provide ERA with a specific set of recommendations on how the ERA and/or the broader innovation ecosystem could reduce barriers to commercialization, address identified challenges to better support commercialization of GHG reduction technologies.

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## 2.2.4 Timeframe and Study Delivery Dates

Activity	Responsible	Due Date
Service Provider obtains list of ERA proponents to interview	3 <sup>rd</sup> Party / ERA	March 30, 2023
Service Provider conducts qualitative research, including interviews	3 <sup>rd</sup> Party	March 30 - May 15, 2023
Service Provider Presents early initial findings	3 <sup>rd</sup> Party	May 15, 2023
Confirmation of draft report being developed	3 <sup>rd</sup> Party	May 20, 2023
Early findings report delivered for Board review	3 <sup>rd</sup> Party	May 30, 2023
Draft Report to ERA for Review	3 <sup>rd</sup> Party	Early July 4, 2023
Report Comments from ERA	ERA	Late July 15, 2023
Final Report to ERA	3 <sup>rd</sup> Party	August 1, 2023

## 2.2.5 ERA Budget

Undetermined

## 2.3 RFP Contact

For the purposes of this procurement process, the RFP contact (“RFP Contact”) will be:

**Emissions Reduction Alberta**  
**Attention:** Isabella Tarasco  
**Email Address:** itarasco@eralberta.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, or other officials or representatives of ERA, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

## 2.4 Contract for Services

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with ERA for the provision of services. It is ERA’s intention to enter into an agreement with one entity. The expected term of the agreement is to be for a period of 6 months or such earlier time as ERA may determine in its sole discretion.

Negotiations with the selected proponent will be subject to the process rules contained in the Terms and Conditions (see Appendix C) and will not constitute a legally binding offer to enter into a contract on the part of ERA or the proponent. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

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Negotiations may include requests by ERA for supplementary information from the proponent to verify, clarify or supplement the information provided in the proposal or to confirm the conclusions reached in the evaluation, and may include requests by ERA to improve pricing or performance terms from the proponent.

ERA may at any time at its sole discretion, discontinue negotiations with the proponent and invite other proponents to enter into negotiations.

### 3 Submission Details

#### 3.1 Submission Deadline

The deadline for submission of proposals in response to this RFP is **March 3, 2023; 5:00pm Mountain Time** (the “RFP Closing Date and Time”). Submissions must be emailed to the RFP Contact (Isabella Tarasco: itarasco@eralberta.ca) before the RFP Closing Date and Time. Proposals received after the RFP Closing Date and Time will be rejected. Proponents are encouraged to submit their proposals well in advance of the RFP Closing Date and Time.

ERA will not accept partial or incomplete submissions and ambiguous, unclear or unreadable proposals may be rejected. Proponents making submissions near the RFP Closing Date and Time do so at their own risk. Once submitted, all proposals become the property of ERA and ERA is under no obligation to return any material submitted by the proponent.

#### 3.2 RFP Schedule

The following timelines are anticipated for the RFP process. Note that ERA at its sole discretion reserves the right to alter or cancel the anticipated timelines below.

Stage	Timing
Issue Date of RFP	February 10, 2023
Deadline for Questions	February 22, 2023
Submission Deadline	March 3, 2023
Successful Vendor Selected	March 15, 2023
Study Start	March 24, 2023

#### 3.3 Submission Content

Each submission must consist of the following documents. Each document must be converted to PDF and emailed to the RFP Contact (Isabella Tarasco: itarasco@eralberta.ca) before the RFP Closing Date and Time. The three documents may be combined into a single PDF document or sent as separate files.

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1. **Proposal:** This document will form the basis of ERA's evaluation and must contain all the required information listed in Section 4.2 below. Proposal must **not** exceed 20 pages; minimum 11pt font, minimum 1-inch margins. Appendices are not included in this page count.
  2. **Submission Form (see Appendix A):** Each submission must include a completed Submission Form signed by an authorized representative of the proponent and scanned to a PDF.
  3. **Conflict of Interest Disclosure (see Appendix B):** Each submission must include a completed Conflicts of Interest Disclosure form signed by an authorized representative of the proponent and scanned to a PDF.

### 3.4 Proponent Questions

Unless otherwise advised by the RFP Contact, all questions, and any form of communication between the proponents and ERA in relation to this RFP must be submitted in writing to the RFP Contact. All questions and responses will be documented.

ERA intends to disseminate all questions and their corresponding responses to all proponents. If a proponent considers a question to be confidential, and requests that the question and the response not be disseminated to all proponents, then the proponents must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

If ERA, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the proponent that has asked the confidential question, and not to the other proponents. If ERA determines that the question and the response ought not to be kept confidential, it will advise the proponent and the proponent will have the opportunity to withdraw the question.

The proponent has the responsibility to notify ERA, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the proposal.

Questions or concerns must be communicated in writing to the RFP by February 22, 2023, at 12:00pm MT. Questions received after this time will not be answered.

Verbal responses to enquiries are not binding on any party.

### 3.5 Proposal Alterations and Irrevocability

Proponents may only amend or rescind their proposal before the RFP Closing Date and Time by submitting a clear and detailed written notice to the RFP Contact. Subject to Section 3.6 all Proposals become irrevocable after the RFP Closing Date and Time.

In either of the following circumstances:



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- the Proponent has rescinded a proposal before the RFP Closing Date and Time; or
  - ERA has received the proposal after the RFP Closing Date and Time,

such a proposal will be destroyed by ERA after the RFP Closing Date and Time.

### **3.6 Period of Commitment**

Proposals shall be final and binding on the proponent for 90 days from the RFP Closing Date and Time and may not be altered by subsequent offerings, discussions, or commitments unless the proponent is asked to do so by ERA. The proposal shall be used as the basis for the contract with ERA.

### **3.7 Proposal Irregularity or Non-Compliance**

ERA reserves the right to waive an irregularity or non-compliance with the requirements of this RFP where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at ERA's sole discretion.

### **3.8 Interview and Presentations**

Top-ranked proponents may be invited to deliver a face-to-face presentation, if considered necessary, to ERA, followed by an interview session. The presentation is intended to highlight the experience and expertise of the proponent, clarify the proposed approach to meeting the needs of ERA, and provide the evaluation team an opportunity to interact with the proponent's service delivery team. The interview will be used to clarify contents of the written proposal and address any questions ERA has for the proponent.

Clarifications made by the proponent during the presentation or interview will become part of the proponent's proposal and may be included in any contract negotiation.

### **3.9 Reference Checks**

Reference checks may be completed for the proponents and/or their proposed resources and subcontractors. ERA reserves the right to conduct reference checks at any time during the RFP process. A proponent's proposal may be rejected if, in the opinion of ERA, the proponent or any proposed resource receive unsatisfactory references.

### **3.10 Resource Replacement**

Replacement of proposed resources is not encouraged, however, there could be circumstances following the RFP Closing Date and Time and prior to contract execution that a proponent may request in writing that a proposed resource be replaced. Any proposed resource replacement must have, in the sole opinion of ERA, equivalent or better qualifications than the resource originally proposed. Proponents will not receive additional credit in the evaluation process if the qualifications

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of the replacement resource exceed that of the originally proposed resource. ERA reserves the right to deny any request for replacement and reject any proposed resource replacement.

### 3.11 Extension, Amendment to or Cancellation of the RFP

ERA may extend the RFP Closing Date and Time, or ERA may amend, suspend, postpone or cancel this RFP in its sole discretion.

## 4 Evaluation

### 4.1 Evaluation Criteria

Proposals will be evaluated based on the following criteria.

Evaluation Criteria Category	Weighting
1. Proponent Profile	5%
2. Proponent Experience and Qualifications	20%
3. Proposed Approach	40%
4. Proposed Staffing Resources	20%
5. Pricing	15%
<b>Total Points</b>	<b>100%</b>

### 4.2 Mandatory Information

Each proposal document must include the following information to be considered for selection in this RFP process:

#### 1. Proponent Profile (5 points)

Provide a brief introduction and overview of the proponent, including:

- Name of proponent/organization;
- Length of time in business;
- Location of head office;
- Number of staff and with bio and qualifications
- Any partnerships/other relationships you use in the provision of services.

#### 2. Experience and Qualifications (20 points)

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Describe the proponent’s experience and qualifications in providing research and consulting services for similarly sized organizations, along with knowledge and experience of Alberta’s market landscape, industries, clean technology commercialization, and climate strategies and policies.

### **3. Proposed Approach (40 points)**

Describe the proposed approach to achieve the objectives and deliverables of this RFP. The proposal must detail how the research team will go about satisfying all elements described in subsection 2.2.3 above. The proposal must also include a detailed work plan, and budget, including key deliverable dates and the work to be completed and delivered at each stage.

### **4. Proposed Team and Resources (20 points)**

**ARTICLE 1:** Describe the proposed team, resource structure and roles;

**ARTICLE 2:** Explain how this composition and structure will provide for effective service delivery;

**ARTICLE 3:** Describe if and how work will be reviewed internally before being finalized and delivered to ERA; and

**ARTICLE 4:** Provide an overview of the knowledge, education, qualifications and/or skills of each resource that will assist with delivery of required services.

Proponents must provide three (3) client references (including contact name and email addresses) that can speak to each proposed resource.

### **5. Pricing (15 points)**

Describe the overall approach to pricing, including:

- a) An estimated budget to fulfill delivery of services based on their proposed approach for the following 6-month period;
- b) Breakdown of this budget by services including hourly rates and estimated hours by resource for each service to be delivered;
- c) A schedule of hourly rates by resource;
- d) Overview of billing procedures and invoice structures i.e., are invoices organized against services, projects, deliverables, etc. Examples of invoices should be included; and
- e) Payment terms (including any possible discounts or other incentives that may be considered for faster payment).

ERA requires monthly invoicing for services provided.

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### 4.3 Note on Proposal Quality

This is a competitive RFP process, and not all projects will be invited to the interview and presentation stage of the process. Success in this RFP process depends on the quality of the proposal submitted. In this regard, “quality” means both the quality of the proposal relative to the evaluation criteria and how well the criteria are addressed, including completeness and clarity. It is incumbent on each proponent to communicate the proposal’s merits through the responses provided in the written submission.

## 5 Confidentiality

ERA is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25 in the course of performing duties and functions and exercising powers delegated to it. All data and records in custody or under the control of ERA that are required in the performance of duties or functions, or the exercise of powers delegated to ERA are subject to the *Records Management Regulation*, Alta Reg. 244/2001.

Subject to the requirements described above, ERA is governed by a comprehensive Privacy, Data Security and Confidentiality Policy (the “Policy”). The Policy requires that any and all information concerning the business affairs of ERA and its directors, officers, employees and applicants is to be kept private, secure and confidential. Confidential information that is collected, used or disclosed by ERA will be handled in a manner that recognizes both the right of the individual to have his or her confidential information protected and the need of ERA to collect, use and disclose such information for purposes that are reasonable.

To read the entire Policy, visit <http://eralberta.ca/privacy/>.

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## Appendix A Submission Form

Complete the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.

<b>Proponent Information</b>	
<b>Full Legal Name of Proponent:</b>	
<b>Any Other Relevant Name under which Proponent Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code/Zip Code:</b>	
<b>Phone Number:</b>	
<b>Company Website (if any):</b>	
<b>Proponent Contact Name and Title:</b>	
<b>Proponent Contact Phone:</b>	
<b>Proponent Contact Email:</b>	

The proponent acknowledges that the RFP process will be governed by the Terms and Conditions of this RFP, and that such Terms and Conditions confirms that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement for any good or service will be created between ERA and the proponent unless and until ERA and the proponent execute a written agreement for delivery of the scope of services.

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**Name of Proponent Representative**

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**Title of Proponent Representative**

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**Signature of Proponent Representative**

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**Date**

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## Appendix B Conflict of Interest Disclosure

As it relates to this RFP, a conflict of interest (“Conflict of Interest”) includes:

4. any situation or circumstance where a participating proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly that may give it an unfair advantage;
5. having, having access to, or attempting to procure or obtain access to information about ERA or this RFP in the preparation of its proposal that is not available to other proponents;
6. communicating with any person with a view to influencing preferred treatment in this RFP process (including but not limited to the lobbying of decision makers or other stakeholders of ERA involved in this RFP process);
7. communicating with, attempting to communicate with, or answering any questions from the media in relation to this RFP; or
8. any other action that ERA, in its sole discretion, determines constitutes a Conflict of Interest.

**Please check the appropriate box**

I/We **DO NOT** have any Conflicts of Interest as defined above in relation to our ability to provide services to ERA under the provisions of this RFP.

I/We **DO** have a Conflicts of Interest as defined above in relation to our ability to provide services to ERA under the provisions of this RFP. The details of such are:

**Describe details and nature of the conflict of interest.**

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**Name of Proponent Representative**

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**Title of Proponent Representative**

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**Signature of Proponent Representative**

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**Date**

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## Appendix C RFP Process Terms and Conditions

### C.1 General Information and Instructions

#### ***C.1.1 Proponents Follow Instructions***

Proponents must structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section number of this document.

#### ***C.1.2 Proposals Language***

Proposals and all contents therein are to be written and submitted in English only.

#### ***C.1.3 No Incorporation by Reference***

The whole of the proponent's proposal must be submitted in a fixed form. The content of websites or other external documents referred to in the proponent's proposal but not attached may not be considered to form part of its proposal. If proponents wish to reference websites or external documents, they must obtain approval of the RFP Contact prior to the Submission Date.

Proponents are responsible for ensuring that all referenced content is accurate and are to provide notice to ERA of any changes to referenced content that may arise after submission. ERA may, at any time, require a proponent to provide a hard copy of some or all of the external content referenced.

#### ***C.1.4 References Scope and Past Performance Due Diligence***

ERA may consider information provided by the proponent's references and information independently obtained by ERA from any third-party about the proponent or its proposal in the course of ERA's own due diligence, including any previous dealings or experience, if any, with a proponent. ERA, at its sole discretion, may contact any of the proponent's customers who ERA believes may be able to provide information about the proponent that would be pertinent to this RFP.

#### ***C.1.5 Information in RFP Only an Estimate***

ERA and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the services or indicate what information that may be relied upon. It is the proponent's responsibility to obtain all information necessary to prepare a proposal in response to this RFP, including

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information provided in any addenda or supplemental information provided by ERA with respect to this RFP.

***C.1.6 Proponents to Bear Their Own Cost***

Each proponent will bear its own costs associated with or incurred in the preparation and presentation of its proposal, including any costs incurred for interviews, demonstrations, or presentations.

***C.1.7 Proposal to be Retained by ERA***

ERA will not return the proposal, or any accompanying documentation submitted by the proponent.

***C.1.8 No Guarantees of Work or Exclusivity***

ERA makes no guarantee as to the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will be a contract for the provision of the scope of work described in Section 2.2.

***C.1.9 Time Disputes***

In the event of a dispute regarding time, ERA's clock will govern.

***C.1.10 Opportunity for Debriefing***

Unsuccessful proponents may request a debrief after receipt of notification of the outcome of this RFP process. All requests for a debrief meeting must be made within thirty (30) days of such notification to the RFP Contact. The intent of the debrief session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities.

**C.2 Conduct and Confidentiality**

***C.2.1 Conflict of Interest***

Please refer to Appendix B.

ERA may disqualify, reject a proposal from a proponent, or take any other action it deems necessary for any conduct, situation or circumstance that ERA determines, in its sole discretion, to constitute a conflict of interest.

All proponents must advise ERA in writing through completion of Appendix B whether it has any actual, potential or perceived Conflict of Interest, including the nature and circumstances



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of each instance. A proponent may be disqualified from this RFP process, in the sole discretion of ERA, if it is found to have a Conflict of Interest.

### ***C.2.2 Illegal or Unethical Conduct***

Proponents are not to engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents are not to engage in any unethical conduct, including lobbying as described above, or other inappropriate communication, offering gifts to any ERA stakeholders or representatives, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise this competitive RFP process.

### ***C.2.3 Confidential Information***

All information provided by or obtained from ERA in any form (“ERA Information”) in connection with his RFP is the sole property of ERA and proponents agree to treat such information as confidential. Proponents agree that they will:

- not use ERA Information for any purpose other than replying to this RFP and in the performance of any subsequent contract for the services;
- not disclose ERA Information without the prior written authorization of ERA; and
- return all ERA Information to ERA immediately upon the request of ERA.

## **C.3 RFP Process Non-Binding**

### ***C.3.1 No Contract A and No Claims***

This RFP process is not intended to create and will not create a formal, legally binding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- A. this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- B. Neither the proponent nor ERA will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

### ***C.3.2 No Contract Until Execution of Written Agreement***

This RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a proponent and ERA by this RFP

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process. A legal relationship will not arise until the successful negotiation and execution of a written agreement between the successful proponent and ERA.

### ***C.3.3 Effect of this RFP***

This RFP does not in any way restrict or limit ERA's pre-existing rights to engage in commercial negotiations with any proponent or to procure the services from any supplier through any other process. Without limiting the generality of the foregoing, ERA may:

- choose whether to evaluate any proposal;
- modify this RFP or RFP process, including any technical, commercial or contractual terms;
- re-issue this RFP, either in the same form, or with modifications;
- begin or end negotiations with any proponent for some or all of the services;
- reject any proposal;
- abandon its plans to obtain any of the services;
- invite anyone (including any proponent) to submit an offer to provide some or all of the services under any terms; and
- at any time before awarding the contract, ERA may do the following:
  - 1) require the proponent to submit further information not requested in this RFP to verify the proponent's ability to perform the contract, including financial data, references to support assertions of past relevant experience, information about the services, and proof of the proponent's legal capacity to perform the contract; and
  - 2) cancel the RFP process without liability at any time.

## **C.4 Governing Law and Interpretation**

These Terms and Conditions of the RFP process:

- are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- are to be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.