

APPENDIX A – DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

Standard FMWBEDT RFP Appendix | Procurement-specific instructions in the solicitation take precedence where expressly stated, subject to applicable law.

Issued by Wood Buffalo Economic Development Corporation, operating as Fort McMurray Wood Buffalo Economic Development & Tourism (FMWBEDT).

Application and order of precedence

This Appendix forms part of the Request for Proposals (RFP). Read it with the opportunity overview, scope, mandatory requirements, evaluation method, pricing schedule and all formally issued addenda. In the event of inconsistency within the solicitation, a later formally issued addendum prevails; otherwise, the more specific procurement provision prevails over this general Appendix. Mandatory applicable law and trade-agreement obligations prevail where required. Terms of any eventual service agreement are governed by its own order-of-precedence clause.

1. Definitions

"FMWBEDT" means Wood Buffalo Economic Development Corporation operating as Fort McMurray Wood Buffalo Economic Development & Tourism.

"Proponent" means any person or entity submitting or proposing to submit a response.

"Successful Proponent" means the supplier that executes an agreement with FMWBEDT.

"RFP" includes this solicitation, appendices and formally issued addenda.

"Closing Deadline" is the specified date and time at the specified local time zone.

"Must" or "mandatory" denotes a pass/fail requirement where expressly identified.

"Should" denotes a rated or preferred expectation unless otherwise specified.

"Subcontractor" means a person or entity retained by a Proponent to perform part of the services.

"Contract" means a final agreement executed by authorized representatives of both parties.

2. Solicitation terms and acknowledgements

Submission signifies the Proponent has reviewed the RFP, its addenda and the specified conditions and has disclosed any qualifications or departures in its response. FMWBEDT may determine the treatment of qualifications in accordance with the published mandatory requirements and fair evaluation process. Submission alone does not create a services contract.

3. Official communications and addenda

All inquiries must be directed to the contact and through the channel identified on the RFP cover. Only written amendments or answers formally issued through the authorized solicitation channel are binding. If posted on Alberta Purchasing Connection (APC), the posting instructions prevail as to portal communications; for an

invitation-only process, addenda will be issued to all invited suppliers through the designated channel. Information provided informally by employees, advisors or other persons is not authoritative.

4. Closing, receipt and electronic submissions

Proposals must be received through the specified submission method before the Closing Deadline. For email submissions, receipt is determined by the timestamp recorded by the receiving FMWBEDT email system, not the time sent by the Proponent. The Proponent bears transmission, file corruption, message-size and delivery risks and should submit early. Late responses will not be evaluated except where applicable law requires otherwise. File format, page limit, subject line and any other mandatory submission rules are those published in the procurement-specific RFP.

5. Eligibility and conflicts of interest

Proponents must disclose actual, potential or reasonably perceived conflicts involving themselves, related parties, personnel, advisors or subcontractors, including prior advisory participation in preparation of the scope, specifications, budget or RFP. A disclosure does not automatically disqualify a Proponent. FMWBEDT may assess informational advantages, independence and feasible mitigation, request supporting details, impose proportionate mitigation measures or reject a response where a material conflict cannot be managed fairly. Inaccurate, incomplete or misleading disclosures may be grounds for rejection.

6. Fair and consistent evaluation

FMWBEDT will evaluate only against the published mandatory criteria, rated criteria, weights and methodology. Clarification may be requested for verification or ambiguity, but not to permit material post-closing bid repair or introduce an undisclosed criterion. Evaluation personnel and advisers must maintain confidentiality and disclose conflicts. The highest-ranked proposal is not automatically awarded a contract.

7. Preferred Proponent selection

FMWBEDT may identify a preferred Proponent for due diligence and negotiations, subject to the disclosed selection method and required organizational approvals. Preferred status is not an award, acceptance of an offer or authority to begin work. FMWBEDT may decline to award or proceed only after required approvals and execution of a binding Contract.

8. Negotiation delay and unsuccessful negotiations

FMWBEDT may negotiate with the preferred Proponent to finalize scope, price, schedule, contract terms and delivery details without undermining the published evaluation or procurement fairness. If an agreement cannot be reached within a reasonable period, FMWBEDT may end negotiations and, where permitted by this RFP and applicable law, proceed to the next-ranked eligible Proponent or cancel the procurement. Material changes to scope must be managed consistently with the solicitation and applicable obligations.

9. Unsuccessful proponent notification and debriefing

FMWBEDT may notify unsuccessful Proponents after a decision has been made. A Proponent may request a debriefing through the procurement contact. Subject to applicable requirements, a debriefing may address that Proponent's own assessed strengths and weaknesses, but will not disclose another supplier's confidential information or protected evaluation records.

10. Changes to proposals and withdrawals before closing

Before closing, a Proponent may amend or withdraw its response by signed written notice through the authorized channel, identifying the RFP and legal Proponent. Replacement proposals must satisfy the same deadline and submission requirements. After closing, proposals cannot be materially amended except through a fair clarification procedure or an expressly disclosed negotiation process.

11. Proponent costs

All costs associated with preparing, transmitting, presenting, clarifying and negotiating a proposal are borne by the Proponent. FMWBEDT will not reimburse bid preparation costs unless expressly agreed in writing by an authorized representative.

12. Procurement liability and remedies

FMWBEDT reserves the rights stated in this RFP to reject responses, cancel the process and decline an award, subject to applicable law and duties of fairness. Any limitation of liability, waiver of lost profits, restriction of remedies or allocation of procurement-process damages must be established in a separately approved clause reviewed by legal counsel before issue; no blanket waiver is imposed by this standard Appendix. Nothing here excludes liability or remedies that cannot lawfully be excluded.

13. Currency and taxes

All prices must be in Canadian dollars and include all compulsory fees, labour, travel, freight where applicable, licensing, subcontracting and disbursements needed for the stated base scope. GST must be separately identified. The RFP pricing schedule defines the evaluated total, any ceiling and any treatment of optional items.

14. Complete and transparent pricing

Proponents must disclose assumptions, inclusions, exclusions, unit rates and additional fees, and must ensure the submitted base price covers every mandatory base deliverable. Unspecified charges are not payable unless later approved in a duly authorized contractual amendment or purchase order.

15. Subcontractors, joint ventures and key personnel

Material subcontractors, partners and joint venture members, their roles and the accountable prime contractor must be identified. The selected supplier remains accountable for performance and compliance. Replacements of key personnel or material subcontractors during a contract require consent as provided in the final agreement.

16. Right to reject, cancel or not award

FMWBEDT may reject any or all proposals, cancel or amend this RFP, or decide not to procure the services, subject to law, trade obligations and the published process. FMWBEDT is not obligated to accept the lowest-priced submission or enter into a Contract.

17. Contract formation and authorization

Neither publication of this RFP, receipt of proposals, selection for interview, ranking, notice of preferred status nor commencement of negotiations forms a services contract. A binding commitment requires applicable approvals under FMWBEDT Delegation of Authority and a written agreement or authorized purchase instrument, as applicable.

18. Contract negotiations and award conditions

The selected Proponent may be required to provide evidence of insurance, WCB status, licenses, business registrations, personnel qualifications, confidentiality undertakings and other due-diligence materials identified by the RFP or agreement. No work may begin until a properly authorized agreement is executed and any required notice to proceed is issued.

19. Errors, omissions and Proponent due diligence

FMWBEDT has taken reasonable care to prepare the solicitation but does not guarantee that descriptive information is exhaustive. Proponents must review the material, assess site and delivery conditions and promptly submit questions regarding apparent errors, omissions or ambiguities by the question deadline. Corrections affecting the procurement will be made by formal addendum.

20. Changes to solicitation and cancellation

FMWBEDT may issue written addenda to clarify or change the solicitation before closing and may extend deadlines where necessary for fairness. Significant changes will be communicated to all participants through the authorized channel. Cancellation and any replacement process will be documented in the procurement file.

21. Ownership, retention and disclosure of proposals

Submitted responses become procurement records held by FMWBEDT; this does not transfer ownership of a Proponent's underlying pre-existing intellectual property. Information will be protected and retained in accordance with applicable law, approved records schedules and lawful disclosure obligations. No absolute confidentiality promise is made.

22. Use of RFP information

Non-public information provided by FMWBEDT for this procurement may be used only to prepare a response and must not be disclosed beyond personnel or advisers with a legitimate need to know who are bound to protect it. The final agreement will govern any later use, retention or return of information.

23. Non-interference, lobbying and supplier communications

Proponents must not seek to influence evaluators, directors, employees or advisors outside the authorized contact process regarding the procurement. This does not restrict lawful communications unrelated to the solicitation. Suspected collusion, bid rigging, improper influence or unauthorized access to confidential procurement information may result in disqualification and referral where warranted.

24. Personal information and privacy

A Proponent supplying resumes, references, personnel details or other personal information must have lawful authority and appropriate notice or consent for that disclosure. Each party must comply with privacy legislation applicable to it. Any project-specific collection, processing, security, breach reporting, return/deletion and subcontractor obligations are set out in the scope and final agreement.

25. Language, accessibility and interpretation

Responses must be prepared in English unless the RFP states otherwise. Proponents must meet any published accessibility, electronic document and content format specifications. Headings are for convenience and do not change the interpretation of substantive provisions.

26. Governing law and trade obligations

This solicitation will be administered under applicable Alberta and Canadian law, FMWBEDT's approved procurement rules and Delegation of Authority, and applicable trade-agreement obligations. Consideration may include the Canadian Free Trade Agreement (CFTA), Chapter Five, and New West Partnership Trade Agreement (NWPTA), Article 14, where coverage is established. Coverage is determined by entity status, procurement value and applicable agreement provisions, not by this citation alone. Neither this RFP nor its Appendix overrides mandatory trade or statutory obligations.

27. Proposal validity and irrevocability

Unless a different period is specified in the RFP, Proposals must remain open for acceptance for sixty (60) calendar days after the Closing Deadline. A Proponent may amend or withdraw its submission before the Closing Deadline under Section 10. After closing, withdrawal or changes require FMWBEDT's written consent, subject to applicable law. This provision does not itself constitute acceptance or create a Contract.

28. Supplier concerns and procurement complaints

A Proponent wishing to raise a concern about the conduct of the solicitation must direct a written submission to the authorized procurement contact promptly upon becoming aware of the issue, identifying the RFP, relevant facts and requested resolution. FMWBEDT will review and respond as appropriate under its procurement procedures and applicable law. This provision does not limit statutory or trade-agreement remedies or alter any legally prescribed deadlines.

29. Electronic transmission and system failures

Proponents are responsible for allowing sufficient time for electronic submission, file-size limitations, connectivity and delivery confirmation. An email sent before closing but received after closing is late. If FMWBEDT determines that its designated receiving system has experienced an outage affecting the procurement, it may issue a written notice or addendum setting out a fair and consistently applied response, subject to applicable requirements. Individual supplier system failures do not automatically extend the deadline.

30. Severability and interpretation

If any provision of this Appendix is determined to be invalid or unenforceable, the remaining provisions continue to apply to the extent legally permitted. Applicable mandatory law prevails over conflicting solicitation language. No provision shall be interpreted to permit undisclosed evaluation criteria, an unauthorized contract commitment or a waiver of non-waivable supplier rights.