



VILLAGE OF VALEMOUNT

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REQUEST FOR PROPOSAL

Village of Valemount Community Hall Accessible Ramp Replacement

The Village of Valemount is seeking proposals from qualified contractors to provide Contract Services as outlined in Section C of Part 1 of this RFP

ISSUE DATE: May 7, 2015

Send completed response as a PDF file to:

Lori McNee, Director of Finance

email: dof@valemount.ca

clearly marked

“Community Hall Accessible Ramp Replacement RFP Response”

CLOSING DATE: Friday, May 29, 2015

CLOSING Time: 4:00 PM

SUMMARY OF KEY INFORMATION

Request for Proposals to
Replace the Community Hall Accessible Ramp
For the Village of Valemount

VILLAGE'S REPRESENTATIVE:

Lori McNee, Director of Finance
dof@valemount.ca
Tel: 250-566-4435

FINAL TIME AND DATE FOR RECEIPT OF PROPOSAL:

4:00 p.m. local time, Friday, May 29, 2015

ADDRESS FOR PROPOSAL SUBMISSIONS:

Lori McNee, Director of Finance
dof@valemount.ca
Village of Valemount
Box 168
735 Cranberry Lake Rd.
Valemount, B.C. V0E 2Z0
dof@valemount.ca

Proponents must read the entire RFP document for full details and requirements.

THE VILLAGE RESERVES THE RIGHT TO CANCEL THIS RFP AT ANY TIME BEFORE OR AFTER THE CLOSING DATE AND TIME HAS PASSED, AND THE LOWEST PRICED, OR ANY, PROPOSAL WILL NOT NECESSARILY BE CHOSEN FOR NEGOTIATION OF A CONTRACT FOR SERVICES.

PART 1: PROPOSAL DETAILS

A. INTRODUCTION

This Request for Proposals for the replacement of the Community Hall accessible ramp outlines the overall scope of Contractor services, the basic requirements for the proposal document, and the basic evaluation criteria to be used for awarding the contract.

B. PURPOSE AND BACKGROUND

The Village of Valemount is seeking qualified general contractors to replace the Community Hall accessible ramp. The Community Hall was built in 1975 and although there have been renovations throughout the years, a complete replacement is now required.

The purpose of this Request for Proposals (RFP) is to solicit the best overall proposal(s) for the replacement of the Community Hall accessible ramp for the Village of Valemount (the "Village"). This is NOT a tender call. Any proposals submitted pursuant to this RFP shall not be offers to contract for the provision of any of the services outlined herein, but shall only be used to identify a Preferred Proponent(s) with whom the Village may negotiate a contract for the provision of the services.

The Village of Valemount:

The Village of Valemount is a community of approximately 1020 residents in British Columbia. The Village is a designated Resort Municipality and, along with 13 other BC communities, participates through a contract with Destination BC in the Resort Municipality Initiative (RMI) Program. Tourism is the mainstay of the local economy, with forestry being the second most important sector of the economy. Hiking, snowmobiling, mountain biking, fishing, hunting and other activities make Valemount an ideal community to live or visit for outdoor enthusiasts.

C. DESCRIPTION OF SERVICES

Please see Appendix "A" for a detailed list, and Appenix "B" for building plans of the Community Hall

Foundation

1. Foundations shall be concrete on solid, undisturbed bearing below frost line.
2. 20" plastic footing form with 6" tube form complete with (3), 10M vertical rebar reinforcement bars.
3. Elevation benchmark to be confirmed with the Village Building Inspector prior to construction.

4. All concrete to be minimum 20MPA compressive strength after 28 days.
5. All concrete columns shall have Simpson© RCPS4.5 galvanized saddles embedded into concrete.
6. Concrete ramp approach shall have 6"x6" steel reinforcing mesh embedded 3 inches below surface.
7. Concrete ramp finish shall be light broom with smooth trowel edges.

Framing

1. All wood framing shall be pressure treated lumber and all fresh cuts shall be treated with preservative.
2. All nails and fasteners shall be hot dipped galvanized or approved ACQ compatible.
3. Wood columns to be built up of 3 ply 2x4 material.
4. Wood beams and joists to be 2x10 material.
5. Ends of beams shall not be visible.
6. Sloped joists to be attached to beams with Simpson© LSSU 210 hangers and all other joists to be attached with Simpson© HUS 210 hangers.
7. Concrete ramp to wood ramp connection to be made with (4) ½"x4" stainless steel anchor bolts.

Stairs

1. Stair stringers shall have a minimum effective depth of 3 ½" and overall minimum depth of 9 ¼".
2. Stringers shall be spaced not more than 24" apart.
3. Closed risers to be of composite fascia material fastened with supplied finishing screws.
4. Treads to be 2" square edge composite material fastened with supplied finishing screws.
5. Leading edge of bottom tread shall be of contrasting colour to provide demarcation of stairs.
6. Stairs shall be anchored at top and bottom, method to be determined on site.
7. Risers shall be uniform in height with a maximum rise of 7" and 5/16" and treads shall have 1" nosing with 11" run.

Decking

1. Ramp and landing decking to be composite type 1" grooved edge with hidden fastening system laid as per construction drawings with contrasting demarcating colour at beginning and end of each ramp section.
2. Concrete ramp to composite decking transition shall be made at the same plane with max. ¼" space between surfaces.
3. All composite decking colours to be determined by the Village of Valemount.

Railings

1. All top stair and ramp railings to be made of 1 ½" Schedule 40 black pipe and galvanized after all welding has been done.
2. Balustrades and bottom rail of stair and top landing to be of similar design as present railing.
3. Bolts and fasteners shall be galvanized.
4. All handrails shall be continuously graspable along their entire length.
5. Uprights to be bolted to sides or top of joists.

Other

1. Existing 36" door and jamb to be replaced with new right out-swing metal commercial door with low aluminum threshold to provide accessibility. Door and jamb to be painted after installation by Public Works Crew.
2. Panic hardware on existing door to be reused and installed on new door.

D. INSTRUCTIONS, TERMS AND CONDITIONS

1. The following terms and conditions will apply to this RFP, submission of a Proposal indicates acceptance of all the terms that follow, and any that are included in any addenda issued by the Village. Provisions in submitted Proposals that contradict any of the terms of this RFP will be treated as if they were not written and do not exist.
 - a. All enquiries related to this RFP are to be directed by email to:
 - i. Name: Lori McNee
 - ii. Title: Director of Finance
 - iii. Village of Valemount
 - iv. Email: dof@valemount.ca
 - b. Questions will be answered if time permits. Enquiries and responses will be recorded and may be distributed to all proponents at the Village's option.
2. Proposals received after the closing time will not be accepted.
3. The proponent response in the proposal document must include the documentation and supporting materials outlined in Section F, of Part 1, PROPOSAL SUBMISSION CONTENT & FORMAT of this RFP.
4. All proposals and subsequent information or material received shall become the property of the Village of Valemount and will not be returned. The Proposals will be held in confidence by the Village subject to the provisions of the Freedom of Information and Protection Privacy Act (FOIPPA) of British Columbia.
5. Proposals should be executed by an authorized signatory of the proponent.
6. Proposals may be withdrawn by written request only, to the Corporate Officer & Planner at any time prior to the scheduled closing time.
7. Proposals remain valid, and may not be withdrawn, for the period of sixty (60) days following the date for submission of proposals.

8. Prior to the date for submission of proposals, proponents should not contact any other representative of the Village regarding the RFP, other than the representative listed in Subsection 1 above, without that representative's permission. Unauthorized contact with any other Village representatives, including members of Village Council, may be cause for the rejection of the proponent's proposal.
9. Proponents are cautioned to carefully read and follow the procedures, terms and conditions required by this RFP, as any deviation, omission, as well as any inaccuracies or misstatements may be cause for rejection. However, the Village reserves the right, at its sole discretion, to waive minor irregularities and defects in a proposal, and proceed with that respondent.
10. Submission of a proposal by a proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any proponent or project. The Village is under no obligation to award a contract as a result of this RFP and reserves the right to terminate this RFP process at any time.
11. The Village will not accept any responsibility for costs incurred by any proponent in responding to this RFP, including the provision of any additional material or attendance at any meeting. Proponents will be solely responsible for any and all costs and expenses.
12. The Village and its representatives, agents, consultants and advisors will not be liable to any proponent, or any firm, corporation or individual member of a proponent, for claims, whether for costs, expenses, loss or damages, or loss of anticipated profits, or any matter whatsoever, suffered or incurred by the proponent, or any firm, corporation, or individual member of a proponent, in preparing and submitting a proposal, or participating in the RFP process or negotiations for the agreement, or any activity related to or arising out of this RFP.
13. The RFP and successful proponent's response may form part of any contract entered into.
14. Any information acquired about the Village by a proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of the RFP process.
15. The proponent, including all firm, corporation, or individual members of a proponent, will promptly disclose to the Village any potential conflict of interest and existing business relationships they may have with the Village or evaluation committee. The Village reserves the right to disqualify any proponent.
16. All amendments or further information will be published on the Village's website at: <http://www.valemount.ca/bid-contract> . It is the responsibility of the proponent to monitor the website to check for updates.

17. Any dispute arising from this RFP, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.
18. After the date for submission of proposals, a proponent may make a change to the makeup of the proponent's membership team only with expressed written approval of the Village. The Village may refuse to permit changes of members who in the judgement of the Village have qualifications that were unique and essential to the proponent.
19. The highest rated, lowest priced, or any proposal will not necessarily be accepted. The Contracting agency reserves the right to decide upon the order of treatment.

E. PROPONENT COMMITMENT

This section to be completed by proponent:

Provided that this proposal is accepted within thirty (30) calendar days from the closing date, the undersigned agrees, on behalf of the company named below, to supply the goods and services listed at the prices quoted, under the terms and conditions set forth in this RFP document, the proponent's proposal, any and all addendum, which shall together form the agreement. This proposal is valid and enforceable for a period of not less than sixty (60) days following the closing date. In accordance with the terms, conditions, instructions, and specifications the undersigned agrees to supply products and services at the prices quoted. The statements made in this proposal are correct and truthful representations. If selected, I/We shall negotiate in good faith with the Contracting Agency.

Name: _____

Company: _____

City/Town: _____ Province: _____ Postal Code: _____

Phone Number/s: _____

Signature of Signing Officer: _____

Name of Signing Officer: _____

Title of Signing Officer: _____

Date: _____

F. PROPOSAL SUBMISSION CONTENT & FORMAT

Proposals shall provide all detailed information as requested in the RFP document. Failure to be fully responsive in accordance with the RFP request for all detailed information may result in rejection of a proposal without further consideration by the Village of Valemount.

In order to receive responses in a uniform format, please structure the Proposal Submission in the same order presented below:

1. Proposal Submission and Format
 - a. Proponents should submit their proposed RFP response in the following preferred format:
 - i. Introduction
 1. Including: RFP title, Contractor name, address, telephone number, fax number, email address/es, and name/s of contact person/s.
 - b. Description of the Proponent's organization, signed by the person(s) authorized to bind the proponent to their proposed offer (RFP response) – see Section G for additional details.
 - c. Proposal/Project
 - i. Full details of the proponent's proposal.
 - d. Requirements/Scope
 - i. Including: work plan, project schedule, personnel, explanations of how all RFP/Project results/specifications will be achieved, and proposed budget for same.
 - e. References and Sample Publications
 - i. Proponent must provide three (3) references for past projects of similar size and scope.
 - ii. Curriculum Vitae of consulting staff to be engaged in the project.
 - f. List of similar/related projects completed by the proponent. Respondents are strongly encouraged to provide samples of publications of a similar nature which they completed.
 - g. Certification/s & Qualification/s.
 - h. Proposals must include a signed Proponent Commitment (see Section E, of Part 1 of this RFP).
2. Proponent Organization/Profile/Technical Skills/Experience: Please include any resumes, list of professional organizations, list of projects undertaken, etc., which may be relevant to evaluating the proponent's ability to successfully undertake the proposed contract and meet all of the RFP objectives.

G. DESCRIPTION OF PROPONENT'S ORGANIZATION:

1. **Contact Details:** Name, street address, mailing address, telephone number, fax number and e-mail address of proponent's organization, and any branch locations or affiliates that may be applicable.
2. **Overview of Company:** An overview of the proponent's organization including its size, years in existence, any preferred or specialized area(s) of practice, and an outline of its experience in the applicable practice areas described in Section C, of Part 1 of this RFP. Please outline, if any, your organization's experience and affiliations with external agencies, such as:
 - a. Federal and provincial governments;
 - b. Other municipalities and regional districts;
 - c. Local government associations;
 - d. Educational institutions and programs; or
 - e. Any other agencies, associations or bodies that your firm considers appropriate for consideration.
3. **Proposed Contract Administrator/Company Contact:** The name of an individual who would be responsible for assigning and supervising the replacement of the Community Hall accessible ramp provided to the Village pursuant to any agreements entered into following this RFP process.
4. **Associates, Employees, Contractors of Firm:** A list of associates, other employees and any anticipated contractors who might be assigned or engaged to provide services to the Village, the types of services and practice areas that they might be involved in, and their specific qualifications and experience as they relate to those service and practice areas.
5. **References:** A list of three (3) current or past clients, to which the proponent has supplied services similar in nature to those listed in Section C, of Part 1, who may be contacted as references. Please include contact name/s and telephone number/s for each client as well as the year/s the proponent supplied services to them.
6. **Fee Structure/Billing Information:** The details of all fees relevant to fulfill all individual terms and conditions as set forth in the RFP as indicated in Section C, of Part 1, of this RFP. This should include a detailed breakdown of hourly rates for each person who is proposed to work on the project and an estimate of their hours. All other costs to be billed for must be included in a proposal including: per diems, vehicle rates, accommodation, other transportation costs and applicable taxes.
7. **Additional Information:** Any other information which the Proponent wishes considered in the evaluation of its proposal.

PART 2: ADMINISTRATION

A. GENERAL TERMS AND CONDITIONS:

1. **Village Representative:** Only the Corporate Officer & Planner for the Village of Valemount (the “Village’s Representative”) is authorized to communicate and otherwise deal with Proponents, and all Proponents must communicate and otherwise deal with that person only. Contact with any other person, including officers or employees of the Village regarding this RFP or the Proponents’ submissions may result in a proposal being removed from consideration.
2. **Proponent Inquiries and RFP Clarification:** All questions about the contents of this RFP, or about any matters relating to it (including as to any clarification, errors or omissions of or in this RFP), must be directed by email or by phone to the Village’s Representative at the email address noted on the Summary of Key Information on page 2 of this RFP. Information obtained from any other source is not official and may not be accurate. The Village’s Representative will answer all questions by email.
3. **Right to Cancel RFP and/or to Accept Proposals:** This RFP is solely a request for proposals for the provision of the outlined services. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. Submission of a proposal by any Proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any Proponent.

No contractual or other legal obligations or relations between the Village and any other person can or will be created prior to the termination of this RFP process, or otherwise, except in a written contract executed by two authorized signatories of the Village under the authority of an express resolution of the Council of the Village of Valemount.

The Village is entitled to cancel this RFP at any time by addendum issued to the Proponents, without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

In considering any proposals delivered in response to this RFP, the Village reserves the absolute and unfettered discretion to do any one or more of the following:

- a) Determine whether any proposal(s) satisfactorily meet the evaluation criteria set out in this RFP;
- b) Accept or reject any proposal that fails to comply with the requirements set out in this RFP for the content of proposals;
- c) Require clarification after the dates and times set out in this RFP from any one or more of the Proponents in respect of proposals submitted;

- d) Assess proposals as it sees fit, without in any way being obliged to select any proposal or Proponent;
- e) Assess and select proposals as it sees fit, without in any way being obliged to select the proposal or Proponent that offers the lowest price or cost;
- f) Communicate with, meet with, or negotiate with any one or more of the Proponents respecting their proposals or any aspects of the services outlined herein;
- g) Reject any or all proposals with or without cause, whether according to the evaluation criteria or otherwise; or
- h) Request further information from the marketplace or pursue other options.

4. **Confidentiality of Proposals:** The Village will receive all proposals submitted in response to this RFP in confidence, including for the purposes of section 21 of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 (FOIPPA). However, because of the right of access to records created by that *Act*, the Village cannot and does not guarantee that information contained in any proposals will remain confidential if a request for access in respect of any proposal is made under the *Act*.

If a Proponent considers that any part of its proposal is proprietary, including by reason of its being copyright, the proposal must clearly identify those portions of it that are considered proprietary.

5. **No Collusion:** Proponents must not communicate, directly or indirectly, with any other Proponents (including through any employees, agents or contractors) regarding the preparation, content or submission of separate individual proposals. Each proposal must be submitted without any collusion, or knowledge, in the preparation of or about any other proposal. Submission of a proposal to the Village is deemed to be a representation and warranty by the Proponent submitting that proposal that it has complied with this paragraph. If the Village determines that a Proponent has violated this paragraph, the Village may disqualify that Proponent and reject its proposal as being invalid.
6. **Waiver of Liability for Errors:** The Village has used considerable efforts to ensure an accurate representation of information in this RFP. However, the Village accepts no responsibility for the accuracy or completeness of this RFP (including any schedules, appendices or addenda) and no representation or warranty, express or implied, is made or given by the Village with respect to the accuracy or completeness of the RFP (including any schedules, appendices or addenda).
7. **Proponent's Risk and Warranty:** Each proponent is solely responsible for the risk and cost of preparing and submitting its proposal in response to this RFP and neither the Village nor its officials, employees or consultants (including the Village's Representative/s) are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFP is that of each proponent. Each Proponent is responsible for obtaining its

own independent financial, legal, accounting, or other advice with respect to the contents of this RFP.

By submitting a proposal to the Village, each Proponent represents and warrants to the Village that the information in its proposal is, to the best of the Proponent's knowledge, accurate and complete.

8. **Confidentiality of Village Information:** This RFP is the property of the Village and is not to be copied or distributed without prior approval of the Village Representative referred to in subsection 1 of Section A, of Part 2, above.

Any information acquired about the Village by a proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the replacement of the Community Hall accessible ramp for the Village of Valemount will not permit any Proponent to advertise a relationship with the Village without the Village's prior authorization.

B. SUBMISSION OF PROPOSALS

1. **Final Time and Date for Receipt of Proposals:** Proposals must in the form of PDF copies and must be received by email by the Village before **4:00 p.m. local time, on Monday, June 1, 2015.**

Any proposal not received before the time and date specified will be rejected as being invalid. All proposals and subsequent information or material received shall become the property of the Village. The Village reserves the right to make copies of the proposals for use during the selection process only.

2. **Submission Format:** All proposals must be submitted in the format outlined in Sections F & G, of Part 1 of this RFP. The Village will accept **only PDF submissions** which should be delivered to the Village office by email addressed to: Lori McNee, director of Finance, email: dof@valemount.ca . Submissions should be **clearly state** the full name and address of the Proponent, the RFP title, and the closing date and time noted on page 1 of this RFP.
3. **No Amendments to Proposals after Submission Deadline:** A Proponent shall not be permitted to change the wording or contents of a proposal after the submission deadline, unless requested to do so by the Village for the purpose of clarification.
4. **Withdrawal of Proposals:** Any Proponent may withdraw its proposal, either personally or by written request to the Village Representative, at any time prior to the scheduled closing date and time noted on page 1 of this RFP.

C. EVALUATION

The Village will evaluate Proposals based upon but not limited to, the following:

1. Compliance with the RFP document, including provision of all information requested in the RFP including;
 - a. Project Proposal
 - b. Work Plan/Functionality
 - c. Schedule
 - d. Project Management/Organization Plan
 - e. Availability
2. Demonstrated ability to provide services in, and proven expertise in, the practice areas required by the Village as listed in this RFP;
3. Qualifications, experience and professional development of the proponent's staff, and in particular those staff proposed to be generally handling the replacement of the Community Hall accessible ramp;
4. Reference checks;
5. Costs of consulting services to be provided;
6. Quality of sample publications and documents provided;
7. Ability to meet Village timelines.

The Village reserves the right to seek Proposal clarification with the Proponent to assist in making evaluations.

Proposals will be reviewed and evaluated by a selection committee consisting of the Director of Finance, Building Inspector and Public Works Superintendant. During the evaluation process any or all of the proponents may be invited to give a written or oral presentation and/or participate in interviews with the RFP selection committee.

1. **Negotiation with Preferred Proponent:** The Village will select one Preferred Proponent as a result of this RFP process, and will enter into negotiations with the Preferred Proponent in an attempt to settle on an agreement necessary to implement the services generally described in this RFP. Proponents must commit to negotiate in good faith with the Village if chosen as a Preferred Proponent.
2. **Recommendation to Village Council:** Following the conclusion of the evaluation process and any resulting negotiations, the Evaluation Committee will make a recommendation to Village Council with regard to the contract(s) for the replacement of the Community Hall accessible ramp for the Village of Valemount. The final decision on whether to appoint any firm to replace the Community Hall accessible ramp, or whether to enter into any contract(s) for the replacement of the Community Hall accessible ramp rests with the Village of Valemount Council.

3. **Contract for Services:** The Village may, at its sole discretion and following any recommendation to, and direction provided by, Village Council, enter into a written contract with any one of the Proponents for the provision of the services generally described in this RFP. There shall be no agreement, and no Proponent shall acquire any legal or equitable rights or privileges with respect to this RFP or the services in question, until such a written contract is duly executed by the signing authorities of the Proponent, and of the Village. Any response to this RFP may become part of any contract entered into with a successful proponent.
4. **Contract Administration:** Following the execution of any contract, the contractor will be expected to name a contract administrator who will oversee the administration of the contract with regard to the contractor's responsibilities, and will provide information upon request to the Village's contract administrator (CAO) or designate regarding the implementation and ongoing provision of service.
5. **Term of Contract:** Any contract for service, which results from this RFP process shall be effective from the date of commencement specified in the contract and shall continue subject to the terms and conditions of the contract. Such terms and conditions may include provisions for the extension, upon mutual agreement between the Village and the contractor, of the term of the contract.
6. **Budgetary Approval:** Any contract for service, which results from this RFP process, shall be subject to budgetary approval by the Village Council.
7. **Compliance with Laws:** Neither the acceptance of any proposal submitted pursuant to this RFP, nor the execution of any agreement for the provision of the service(s), as generally described in this RFP, is an explicit or implicit approval or waiver of the requirement of or for any permits, licences, fees, taxes or other legal requirements that would ordinarily be required for the implementation or operation of the service. A Proponent or contractor is solely responsible for complying with all applicable Federal, Provincial or Municipal legal requirements.
8. **Insurance Requirements:** Any contract for service, which results from this RFP process, will also include a term requiring the contractor(s) to, insofar as is legally permissible and not covered by the insurance noted above, indemnify and hold harmless the Village, its officers and employees, from any and all liability arising out of the contractor's performance or non-performance of the terms of the contract or out of the provision of the service generally.
9. **Acting in Conflict:** Any contract for service, which results from this RFP process, will include a term prohibiting the contractor(s) from acting for any party whose interests are in conflict with those of the Village, unless specific prior waiver of that term has been given by the Village in each instance.

D. NEGOTIATIONS AND CONTRACT AWARD

1. Awards will be made based on the best value offered and the best value will be determined by the Village.
2. The Village shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal.
3. No act of the Village other than a notice in writing shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Village.
4. The Village reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specification and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their proposals or re-submit altogether, as determined by the Village.
5. After selection of a preferred Proponent and the finalization of any required negotiations, signing of contract documents and the awarding of a contract will be made by the Chief Administrative Officer.
6. If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Proponent, the Village may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.