



Request for Proposals  
For  
Collective Bargaining Lead Negotiator

Request for Proposals No.: **HR-RFP-01-2026**

Issued: **January 30, 2026**

Submission Deadline: **March 2, 2026, at 12:00 p.m. (local time as determined conclusively by the clock located in the submission location)**

## TABLE OF CONTENTS

---

<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS .....</b>	<b>4</b>
1.1 Invitation to Proponents .....	4
1.2 RFP Contact .....	4
1.3 Type of Contract for Deliverables .....	4
1.4 RFP Timetable .....	4
1.5 Submission of Proposals .....	5
1.5.1 Proposals to be Submitted at Prescribed Location .....	5
1.5.2 Proposals to be Submitted on Time .....	5
1.5.3 Proposals to be Submitted in Prescribed Format .....	5
1.5.4 Amendment of Proposals .....	5
1.5.5 Withdrawal of Proposals .....	5
<b>PART 2 – EVALUATION, NEGOTIATION AND AWARD .....</b>	<b>6</b>
2.1 Stages of Evaluation and Negotiation .....	6
2.2 Stage I – Mandatory Submission Requirements .....	6
2.3 Stage II – Evaluation .....	6
2.3.1 Mandatory Technical Requirements .....	6
2.3.2 Rated Criteria .....	6
2.4 Stage III – Pricing .....	6
2.5 Stage IV – Ranking and Contract Negotiations .....	6
2.5.1 Ranking of Proponents .....	6
2.5.2 Contract Negotiation Process .....	7
2.5.3 Time Period for Negotiations .....	7
2.5.4 Failure to Enter into Agreement .....	7
2.5.5 Notification of Negotiation Status .....	7
2.6 Defects or Irregularities .....	7
<b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS .....</b>	<b>9</b>
3.1 General Information and Instructions .....	9
3.1.1 Proponents to Follow Instructions .....	9
3.1.2 Proposals in English .....	9
3.1.3 No Incorporation by Reference .....	9
3.1.4 References and Past Performance .....	9
3.1.5 Information in RFP Only an Estimate .....	9
3.1.6 Proponents to Bear Their Own Costs .....	9
3.1.7 Proposal to be Retained by the Municipality .....	9
3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract .....	10
3.2 Communication after Issuance of RFP .....	10
3.2.1 Proponents to Review RFP .....	10
3.2.2 All New Information to Proponents by Way of Addenda .....	10
3.2.3 Post-Deadline Addenda and Extension of Submission Deadline .....	10
3.2.4 Verify, Clarify and Supplement .....	10
3.3 Notification and Debriefing .....	11
3.3.1 Notification to Other Proponents .....	11
3.3.2 Debriefing .....	11
3.4 Conflict of Interest and Prohibited Conduct .....	11
3.4.1 Conflict of Interest .....	11
3.4.2 Disqualification for Conflict of Interest .....	11
3.4.3 Disqualification for Prohibited Conduct .....	12
3.4.4 Prohibited Proponent Communications .....	12
3.4.5 Proponent Not to Communicate with Media .....	12

<b>3.4.6 No Lobbying .....</b>	<b>12</b>
<b>3.4.7 Illegal or Unethical Conduct .....</b>	<b>12</b>
<b>3.4.8 Past Performance or Past Conduct .....</b>	<b>12</b>
<b>3.5 Confidential Information .....</b>	<b>13</b>
<b>3.5.1 Confidential Information of the Municipality .....</b>	<b>13</b>
<b>3.5.2 Confidential Information of Proponent .....</b>	<b>13</b>
<b>3.6 Procurement Process Non-binding .....</b>	<b>13</b>
<b>3.6.1 No Contract A and No Claims .....</b>	<b>13</b>
<b>3.6.2 No Contract until Execution of Written Agreement .....</b>	<b>14</b>
<b>3.6.3 Non-binding Price Estimates .....</b>	<b>14</b>
<b>3.6.4 Cancellation .....</b>	<b>14</b>
<b>3.6.5 Limitation of Liability .....</b>	<b>14</b>
<b>3.7 Governing Law and Interpretation .....</b>	<b>14</b>
<b>APPENDIX A – FORM OF AGREEMENT .....</b>	<b>16</b>
<b>APPENDIX B – SUBMISSION FORM .....</b>	<b>19</b>
<b>APPENDIX C – PRICING .....</b>	<b>23</b>
1. Instructions on How to Provide Pricing .....	23
<b>APPENDIX D – RFP PARTICULARS .....</b>	<b>25</b>
A. THE DELIVERABLES .....	25
B. MATERIAL DISCLOSURES .....	26
C. MANDATORY SUBMISSION REQUIREMENTS .....	26
1. Submission Form (Appendix B) .....	26
2. Pricing (Appendix C) .....	26
3. Other Mandatory Submission Requirements .....	27
D. MANDATORY TECHNICAL REQUIREMENTS .....	27
E. PRE-CONDITIONS OF AWARD .....	27
F. RATED CRITERIA .....	27
i. Project Understanding & Methodology (25 points) .....	28
ii. Qualifications & Experience (25 points) .....	29
iii. Public-Sector Negotiation Experience (15 points) .....	29
iv. References & Past Performance (10 points) .....	29

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Town of Hinton (“the Municipality”) to prospective proponents to submit proposals to provide professional labour negotiation services and to act as Lead Negotiator for the negotiation of a new Collective Bargaining Agreement (CBA) with Unifor Local 855, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The successful proponent will provide strategic advice, research, costing, and direct representation of the Municipality at the bargaining table, with the objective of successfully negotiating a renewed Collective Bargaining Agreement prior to the expiry of the current agreement on December 31, 2026.

## 1.2 RFP Contact

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

Town Contact: Nikiea Hope, Human Resources Manager

Email: [nhope@hinton.ca](mailto:nhope@hinton.ca).

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, 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.

## 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Municipality for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Municipality and the selected proponent. It is the Municipality’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of nine (9) months, with an option in favour of the Municipality to extend the agreement on the same terms and conditions, subject to negotiation with the selected proponent.

## 1.4 RFP Timetable

Issue Date of RFP	January 30, 2026
Deadline for Questions	February 16, 2026 [4:00 PM] local time
Deadline for Issuing Addenda	February 23, 2026 [4:00 PM] local time
Submission Deadline	(as defined on the first page)
Rectification Period	5 business days
Anticipated Ranking of Proponents	March 16, 2026
Contract Negotiation Period	5 calendar days

The RFP timetable is tentative only, and may be changed by the Municipality at any time. For greater clarity, business days means all days that the Municipality is open for business.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

The Municipality will only accept electronic submissions submitted via email to the address set out above no later than the Submission Deadline.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

Proponents are cautioned that the Submission Deadline is based on when the proposal is RECEIVED by the Municipality, and NOT when a proposal is submitted by the proponent. It is the sole responsibility of the proponent to be mindful of the length of time for the proposal to be transmitted due to file transfer size, transmission speed, etc., and the Municipality shall not be responsible for any delivery issues whether or not caused by the Municipality's server. As such, proponents are encouraged to seek confirmation from the Municipality that their proposal has been received.]

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents should submit one (1) electronic copy. Proposals are to be prominently marked with the RFP title and number (see RFP cover), and with the full legal name and return address of the proponent.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by:

- a) Emailing the amendment, as set out in 1.5.3 (b) above.

Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Municipality is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Municipality will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Municipality may issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Municipality issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The Municipality will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Municipality as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The Municipality will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked

proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Municipality.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Municipality and the selected proponent. Negotiations may include requests by the Municipality for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Municipality for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

The Municipality intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Municipality invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Municipality may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Municipality elects to cancel the RFP process.

### **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

## **2.6 Defects or Irregularities**

Notwithstanding anything set out herein including in relation to the Rectification Period, the Municipality may elect at its sole discretion to accept or reject any proposal and to waive any defect, irregularity, or mistake in any proposal and to accept or reject any

proposal or alternative proposal, in whole or in part, which it deems to be most advantageous to its interests.

As part of the negotiations described above, the Municipality may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with or one or more of the proponents without having any duty or obligation to advise any other proponent or to allow them to vary their proposal as a result of such changes and the Municipality shall have no liability to any other proponent as a result of such negotiations or modifications.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should 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 numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, the Municipality may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Municipality or other institutions. In addition, the Municipality in its sole and unfettered discretion, may disqualify a proponent who has previously been (or is presently) involved in litigation, arbitration, or any other dispute resolution process or quasi-judicial process in which it is taking a position that is adverse in interest to the Municipality.

#### **3.1.5 Information in RFP Only an Estimate**

The Municipality and its advisers 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 Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be Retained by the Municipality**

The Municipality will not return the proposal or any accompanying documentation submitted by a proponent.

### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Municipality makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Municipality may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Municipality is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Should the Municipality issue an addendum to the RFP, it will be posted only on the Alberta Purchasing Connection (“APC”) website. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Municipality determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Municipality may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the Municipality may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of

the RFP Particulars (Appendix D). The Municipality may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the Municipality and a proponent, the other proponents will be notified by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Municipality in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

The Municipality may disqualify a proponent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The Municipality may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.8 Past Performance or Past Conduct**

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Municipality**

All information provided by or obtained from the Municipality in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Municipality and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Municipality; and
- (d) must be returned by the proponent to the Municipality immediately upon the request of the Municipality.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Municipality to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **3.6 Procurement Process Non-binding**

### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding 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 the Municipality 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.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Municipality by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Municipality to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The Municipality may cancel or amend the RFP process without liability at any time.

### **3.6.5 Limitation of Liability**

Notwithstanding any other provision, by submitting a proposal, each proponent agrees that any claim the proponent may have against the Municipality and the Municipality's employees, agents, consultants and elected officials (collectively the "Municipality Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this RFP process (whether in contract, tort, or other legal theory) is limited to an amount equal to the proponent's actual and reasonable costs in preparing its proposal to a maximum of \$2,500.00. For clarity, each proponent specifically waives as against the Municipality Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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
- (c) 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 and each proponent irrevocably and unconditionally attorns to the jurisdiction of the courts of the

Judicial District of Edmonton in relation to any claim or dispute in relation to this RFP.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

Proponents are invited to submit their own Form of Agreement for consideration.

### **Labour Negotiation and Lead Negotiator Services**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2026

BETWEEN:

**The Town of Hinton**  
131 Civic Centre Road  
Hinton, Alberta T7V 2E5  
(the “Town”)

AND:

**[Legal Name of Consultant]**  
(the “Consultant”)

### **1. TERM OF AGREEMENT**

- 1.1. The term of this Agreement shall commence on the date of execution and shall continue until the conclusion of collective bargaining with Unifor Local 855, including follow-up implementation work, unless earlier terminated in accordance with this Agreement.
- 1.2. The parties acknowledge that the current Collective Bargaining Agreement expires on December 31, 2026, and that Notice to Bargain may be served as early as September 2026.

### **2. SERVICES**

- 2.1. The Consultant shall provide professional labour negotiation services and shall act as Lead Negotiator for the Town in collective bargaining with Unifor Local 855.
- 2.2. The services shall include, at a minimum, those described in Appendix D – RFP Particulars, Section A (The Deliverables), and the Consultant’s proposal, as accepted by the Town.
- 2.3. The Consultant shall work primarily with the Human Resources Manager and shall take strategic direction from the Chief Administrative Officer (CAO).

### **3. AUTHORITY AND GOVERNANCE**

- 3.1. Mandate Approval

- 3.1.1. Non-monetary bargaining mandate is approved by the CAO
- 3.1.2. Monetary mandate is approved by Council
- 3.2. Settlement Authority
  - 3.2.1. The Consultant is authorized to reach tentative agreements at the bargaining table, subject to approval by the CAO
  - 3.2.2. Final ratification of any negotiated settlement is subject to approval by Council
- 3.3. The Consultant shall not commit the Town to any binding agreement without written authorization.

#### **4. MEDIA AND COMMUNICATIONS**

- 4.1. The Consultant shall not make any public statements, media comments, or attend public events in relation to negotiations without prior written approval of the CAO.
- 4.2. All communications shall be coordinated through the CAO or designate.

#### **5. CONFIDENTIALITY**

- 5.1. The Consultant acknowledges that all bargaining information, mandates, proposals, strategies, costing, and discussions are confidential.
- 5.2. The Consultant shall not disclose any information except as authorized in writing by the CAO or required by law.
- 5.3. This obligation survives termination of the Agreement.

#### **6. FEES AND EXPENSES**

- 6.1. Fees shall be paid in accordance with the pricing submitted in the Consultant's proposal and accepted by the Town.
- 6.2. Expenses must be pre-approved and shall be reimbursed at cost unless otherwise agreed in writing.

#### **7. INSURANCE**

- 7.1. The Consultant shall maintain, at its own expense:
  - 7.1.1. Professional Liability Insurance: minimum \$5,000,000 per occurrence
  - 7.1.2. Commercial General Liability: minimum \$5,000,000 per occurrence

- 7.1.3. WCB Clearance in good standing
- 7.2. Proof of insurance shall be provided prior to commencement of services.

## **8. TERMINATION**

- 8.1. The Town may terminate this Agreement for convenience upon ten (10) days written notice.
- 8.2. Either party may terminate immediately for cause.
- 8.3. Upon termination, the Consultant shall be paid for services satisfactorily performed to the date of termination.

## **9. INDEMNIFICATION**

- 9.1. The Consultant shall indemnify and hold harmless the Town, its Council, officers, and employees from any claims arising from the Consultant's performance of services.

## **10. INDEPENDENT CONTRACTOR**

- 10.1. The Consultant is an independent contractor and not an employee of the Town.

## **11.1 GOVERNING LAW**

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Disputes between the parties shall be adjudicated exclusively by the competent court in Alberta.

## **12. NO AMENDMENTS**

- 12.1. This Agreement may not be amended except by written instrument signed by each of the parties hereto.

## **13. UNENFORCEABLE PROVISIONS**

- 13.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed from the Agreement and the other provision shall remain in full force.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out 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.

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

- I acknowledge that the above company does have a valid Town of Hinton Business License or Alberta Professional License/Permit to Practice.
- I acknowledge that the above company does not have a Town of Hinton Business License and understands the procedure in obtaining a valid license that must accompany any contract negotiated in connection with this RFP prior to performing work for the Town.

All related information on obtaining a Business License can be found here:

<https://www.hinton.ca/392/Business-Licence>

### 2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm 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 of any good or service will be created between the Municipality and the proponent unless and until the Municipality and the proponent execute a written agreement for the Deliverables.

### **3. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### **4. Non-binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### **5. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the Municipality prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line:

\_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

### **6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

### **7. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of the Municipality within twelve (12) months prior to the Submission Deadline.

Proponent to read the below statements and check the appropriate box.

- The proponent declares that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.

The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

---

---

---

---

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Municipality and have ceased that employment within twelve (12) months prior to the Submission Deadline:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with the Municipality:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual 's Job Functions:</b>
<b>Brief Description of Nature of Individual 's Participation in the Preparation of the Proposal:</b>

**(Repeat above for each identified individual)**

The proponent agrees that, upon request, the proponent shall provide the Municipality with additional information about each individual identified above in the form prescribed by the Municipality.

## 8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Municipality to the advisers retained by the Municipality to advise or assist with the RFP process, including with respect to the evaluation this proposal.

---

Signature of Witness

---

Signature of Proponent  
Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for **GST**, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in ~~the following manner:~~ 
$$\text{proponent's price} \div \text{lowest price} \times \text{weighting} = \text{proponent's pricing points}$$

The Town will consider proposals that include pricing based on one or both of the following methodologies:

- (a) A flat rate, all-inclusive fee for the full contract term; and/or
- (b) Hourly rates by staff classification, including:
  - i. Negotiation services
  - ii. Research and analysis
  - iii. Preparation of proposals and costing
  - iv. Interest arbitration support (if required)

Proposals must also identify:

- (a) Any additional billable expenses (e.g., mileage, travel, copies, postage)
- (b) Whether expenses are billed at cost or include markup
- (c) A description of services associated with each hourly rate

(d) Estimated time allocation to the project scope of work

Proponents are encouraged to provide alternate pricing under both methodologies.

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

The objective of this RFP is to solicit proposals from qualified providers for labour negotiation services necessary to conduct collective bargaining with Unifor Local 855. The selected contractor will act as the Lead Negotiator and will be responsible for leading negotiations on behalf of the Town of Hinton with the objective of reaching a negotiated Collective Bargaining Agreement prior to December 31, 2026.

The Town Negotiation Team is in the process of being selected but historically consists of six (6) members of senior management and a contracted Lead Negotiator.

The Town will provide the successful proponent with:

- (a) Comparable salary and benefit data from 2025
- (b) The current Collective Agreement
- (c) Benefits materials
- (d) The Town's Strategic Plan
- (e) Bargaining Mandate

The Lead Negotiator will work primarily with the Human Resources Manager and, as required, with other members of the Town Negotiation Team and the Chief Administrative Officer (CAO).

At a minimum, the contractor will be expected to provide the following services:

- (a) Review the current Collective Agreement and related materials to prepare an in-depth analysis
- (b) Provide research and consultation on current trends, practices, and community standards of other public employers, with written documentation as required
- (c) Review the bargaining mandate as prepared by Human Resources and provide recommendations
- (d) Assist in the formulation and preparation of costing and financial analysis of management and union proposals
- (e) Prepare bargaining proposals and related documentation
- (f) Strategize and lead negotiations under the general direction of the CAO and with technical assistance from the Town Negotiation Team
- (g) Attend all negotiation sessions as the Town's designated Lead Negotiator

- (h) Meet and confer in good faith on behalf of the Town with representatives of Unifor Local 855
- (i) Maintain focus of negotiations while considering political, economic, and operational considerations
- (j) Review and analyze all materials and proposals submitted by the Union
- (k) Participate in drafting proposals and counterproposals
- (l) Track proposals and counterproposals
- (m) Provide ongoing updates and strategic advice to the Town Negotiation Team and CAO
- (n) Provide debriefings to Council on the status of negotiations, as determined by the CAO
- (o) Provide official comments on the negotiation process for press releases and speak at public events when requested by the Town

Proponents are advised that the above list represents the minimum required services. Proposals should include a detailed description of the proponent's proposed negotiation strategy, approach, and any additional services offered.

## **B. MATERIAL DISCLOSURES**

- (a) Notice to Bargain may be served as early as September 2026
- (b) The current Collective Agreement expires December 31, 2026
- (c) The Town is a mid-sized municipality operating within fiscal constraints
- (d) Council involvement will occur through briefings provided at the discretion of the CAO

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **3. Other Mandatory Submission Requirements**

- (a) Proposal outlining negotiation strategy and approach
- (b) Confirmation of minimum experience requirements (see Qualifications below)
- (c) Identification of the proposed Lead Negotiator and supporting team

## **D. MANDATORY TECHNICAL REQUIREMENTS**

Proposals must demonstrate, on a pass/fail basis, that the proponent:

- (a) Has a minimum of five (5) years of experience conducting collective bargaining in Alberta, including public-sector organizations
- (b) Has acted as Lead Negotiator for at least one (1) municipal or public-sector collective agreement within the last five (5) years
- (c) Has demonstrated knowledge of Alberta labour legislation applicable to public-sector collective bargaining

Failure to meet any mandatory technical requirement will result in disqualification.

## **E. PRE-CONDITIONS OF AWARD**

The successful proponent must, prior to execution of the contract:

- (a) Provide proof of professional liability insurance (amount to be specified)
- (b) Provide proof of WCB clearance
- (c) Provide references satisfactory to the Municipality
- (d) Execute the Form of Agreement (Appendix A)

## **F. RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Disclosure of any actual or potential conflicts of interest involving the Town, its management, staff, Council, or Unifor Local 855	Pass / Fail	N/A
Submission Form (Appendix B) completed and signed	Pass / Fail	N/A
Pricing submission (Appendix C)	Pass / Fail	N/A
Identification of proposed Lead Negotiator and supporting team	Pass / Fail	N/A
Confirmation of minimum 5 years Alberta public-sector negotiation experience	Pass / Fail	N/A
<b>i. Project understanding and proposed negotiation strategy and methodology</b>	25	15/25
<b>ii. Qualifications, experience, and knowledge of proposed Lead Negotiator and team</b>	25	15/25
<b>iii. Demonstrated experience negotiating collective agreements for Alberta public-sector employers</b>	15	5/15
<b>iv. References and past performance with Alberta public-sector organizations</b>	10	5/15
<b>Pricing (See Appendix C for details)</b>	25	N/A
<b>Total Points</b>	100	40/100

### **i. Project Understanding & Methodology (25 points)**

Evaluation of the proponent's understanding of:

- (a) Municipal labour relations environment
- (b) Alberta public-sector bargaining risks
- (c) Mandate governance
- (d) Council involvement
- (e) Negotiation sequencing and tactics

- (f) Risk mitigation strategies

## **ii. Qualifications & Experience (25 points)**

Evaluation of:

- (a) Lead negotiator experience
- (b) Team depth
- (c) Ability to work with CAO, HR, and Council
- (d) Track record of timely settlements

## **iii. Public-Sector Negotiation Experience (15 points)**

Evidence of successful Alberta municipal or public-sector bargaining within the last 5 years.

## **iv. References & Past Performance (10 points)**

Quality and relevance of references for similar scope work.

## **Pricing (25 points)**

Evaluation of:

- (a) Cost structure clarity
- (b) Reasonableness of rates
- (c) Transparency
- (d) Value for money (not lowest price only)