



Request for Pre-Qualifications
For
Clearing and Mulching Services within Parkland County

Request for Pre-Qualification No.: **PQ180116EN**

Issued: **January 19, 2018**

Submission Deadline: **February 13, 2018 at 14:00:00 hrs local time**

Posted to: Alberta Purchasing Connection at www.purchasingconnection.ca
Parkland County website at www.parklandcounty.com/Bids

PART 1 – INTRODUCTION

1.1 Invitation to Respondents

This Request for Pre-Qualification (the “RFPQ”) is an invitation by Parkland County (the “County”) to prospective respondents to prequalify for future eligibility to provide Clearing and Mulching Services within Parkland County as further described in Appendix C – RFPQ Particulars (the “Deliverables”).

Parkland County periodically requires clearing and mulching services to remove trees, brush, and shrubs to facilitate the construction of capital projects. The majority of clearing and mulching work is required for road construction projects; but may also be required by the Agriculture, Parks, Recreation and Culture, and Public Works Departments.

Parkland County is a rural municipality located immediately west of Edmonton. Covering an area of 242,595 hectares (599,500 acres), it is one of the largest in size and one of the highest populated of all rural municipalities in Alberta. Parkland County has grown to a community of over 30,000 people and has seen generations of families continue to enjoy country living.

1.2 Contact Person

For the purposes of this procurement process, the “County Contact” is:

County Contact: **Korrine McKeage, Manager, Procurement Services**
Email: kmckeage@parklandcounty.com

1.3 Prequalification Process

Respondents will be evaluated according to the criteria described in Appendix C – Section C – Rated Criteria. Based on those criteria, certain respondents will be selected onto a prequalified supplier roster list for the potential subsequent provision of the Deliverables to Parkland County pursuant to an invitational second-stage competitive processes. The term of the prequalified supplier roster list is to be for a period of two (2) years.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

While Parkland County intends to conduct an invitational second-stage competitive process for the procurement of the Deliverables, it is under no obligation to do so and may, in its sole and absolute discretion, choose not to proceed with a second-stage competitive process for the procurement of the Deliverables. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. Parkland County may contract with others for the same or similar Deliverables to those described in this RFPQ or may obtain the same or similar Deliverables internally.

[End of Part 1]

PART 2 – SUBMISSION AND EVALUATION OF RESPONSES

2.1 Timetable and Submission Instructions

Respondents should submit their responses according to the following timetable and instructions.

2.1.1 Timetable

Issue Date of RFPQ	January 19, 2018
Deadline for Questions	February 2, 2018 at 16:30 hrs local time
Deadline for Issuing Addenda	February 6, 2018
Submission Deadline	February 13, 2018 at 14:00:00 hrs local time
Rectification Period	Three (3) Business Days from Notification of Rectification

The RFPQ timetable is tentative only and may be changed by Parkland County at any time.

2.1.2 Responses Should Be Submitted Only in Prescribed Manner

All submissions whether delivered in person, sent by mail, or sent by courier should be directed to:

Parkland County Centre
53109A Hwy 779
Parkland County, Alberta T7Z 1R1

Attention: Korrine McKeage, Manager, Procurement Services
RFPQ No. PQ180116EN – Clearing and Mulching Services within Parkland County

Respondents should submit three (3) hard copies of their response along with the Submission Form signed by an authorized representative and one (1) electronic copy in Microsoft Word or PDF format on a CD or USB drive in a sealed package. Submissions sent by facsimile or e-mail will not be accepted.

Responses are to be prominently marked with the RFPQ title and number (see RFPQ cover), with the full legal name and return address of the respondent, and with the Submission Deadline. In the event of a conflict or inconsistency between the hard copy and the electronic copy of the response, the hard copy of the response shall prevail.

2.1.3 Responses Should Be Submitted on Time at Prescribed Location

Responses should be submitted at the location set out above on or before the Submission Deadline. A respondent is requested to email the County Contact prior to the Submission Deadline with delivery details including the anticipated arrival time of its couriered or mailed package containing its response. Parkland County intends to consider responses received after the Submission Deadline provided the respondent has provided Parkland County with an advance email notice of the impending delivery of its response. In the event a package does not arrive on or before the Submission Deadline, Parkland County may provide the respondent with one additional Business Day to effect the delivery of its response. For the purposes of this Section, "Business Day" means any working day between 8:30 a.m. and 4:30 p.m. Monday and Friday inclusive, excluding statutory and holidays on which Parkland County elects to be closed for business. Responses received after the Submission Deadline, without prior email notification as detailed above, will be rejected.

2.2 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFPQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

2.3 Withdrawing Responses

At any time throughout the RFPQ process, a respondent may withdraw a submitted response. To effect a withdrawal, a notice of withdrawal must be sent to the County Contact and must be signed by an authorized representative. Parkland County is under no obligation to return withdrawn responses.

2.4 Evaluation of Responses

Parkland County will conduct the evaluation of responses in the following two (2) stages:

2.4.1 Stage I of Evaluation - Mandatory Requirements and Rectification

Stage I will consist of a review to determine which responses comply with all of the mandatory requirements. Responses failing to satisfy the mandatory requirements as of the Submission Deadline will be provided with an opportunity within the Rectification Period to rectify any deficiencies. The Rectification Period will begin to run from the date and time that Parkland County issues its rectification notice to the respondent. Responses satisfying the mandatory submission content requirements within the Rectification Period will proceed to Stage II. Responses failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The mandatory requirements are as follows:

(a) Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by a person authorized to bind the respondent.

(b) Submission Workbook (Appendix B)

Each respondent must complete a Submission Form (Appendix B) and include it with its response.

(c) Other Mandatory Requirements

Safety Prequalification

Contracts will be awarded to respondents who, prior to the Submission Deadline, possess a Certificate of Recognition ("COR") which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Respondents are advised that a small employer's certificate of recognition (for employers with less than ten employees) is not considered acceptable.

For respondents who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification ("TLC") issued by the Alberta Construction Safety Association ("ACSA") will be considered. Parkland County will confirm that the respondent possesses a COR or a valid TLC through the Alberta Construction Safety Association.

It is the respondent's responsibility to ensure his registration in the program is properly documented with the Alberta Construction Safety Association and the County will assume no liability for errors or omissions by the Alberta Construction Safety Association in this regard.

Prospective respondents who do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact:

Alberta Construction Safety Association
www.acsa-safety.org

2.4.2 Stage II of Evaluation – Rated Criteria

Stage II will consist of an evaluation and scoring of each qualified response on the basis of the rated criteria set out in PART 4 – RFPQ Particulars – Section C (Rated Criteria).

2.5 Ranking and Selection

Up to three (3) highest scoring respondents will be included on a Qualified Contractor Roster for the potential subsequent provision of the Deliverables pursuant to invitational second stage competitive processes conducted during the term of the Qualified Contractor Roster as outlined in the Annexure III - Contractor Engagement Process.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFPQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFPQ. Where information is requested in this RFPQ, any response made in a submission should reference the applicable section numbers of this RFPQ where that request was made.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 Parkland County's Information in RFPQ Only an Estimate

Parkland County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFPQ or issued by way of addenda. Any quantities shown or data contained in this RFPQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general size of the work.

It is the respondent's responsibility to avail itself of all the necessary information to prepare a response to this RFPQ.

3.1.4 Respondents Shall Bear Their Own Costs

The respondent shall bear all costs associated with or incurred in the preparation and presentation of its response including, if applicable, costs incurred for interviews or demonstrations.

3.2 Communication after Issuance of RFPQ

3.2.1 Respondents to Review RFPQ

Respondents shall promptly examine all of the documents comprising this RFPQ and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the County Contact on or before the Respondent's Deadline for Questions. All questions submitted by respondents by email to the County Contact shall be deemed to be received once the email has entered into the County Contact's email inbox. No such communications are to be directed to anyone other than the County Contact. Parkland County is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the respondent to seek clarification from the County Contact on any matter it considers to be unclear. Parkland County shall not be responsible for any misunderstanding on the part of the respondent concerning this RFPQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

If Parkland County, for any reason, determines that it is necessary to provide additional information relating to this RFPQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFPQ. Such addenda may contain important information, including significant changes to this RFPQ. Respondents are responsible for obtaining all addenda issued by Parkland County. In the Submission Form (Appendix A),

respondents should confirm their receipt of all addenda by listing the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, Parkland County may at its discretion extend the Submission Deadline for a reasonable amount of time.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, Parkland County may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response. Parkland County may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

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

3.2.6 Response to Be Retained by Parkland County

Parkland County will not return the response or any accompanying documentation submitted by a respondent.

3.3 Notification and Debriefing

3.3.1 Notification of Top-Ranked Respondent(s)

The top-ranked respondent(s), as established under the evaluation, that are selected by Parkland County to enter onto a prequalified supplier list will be so notified by Parkland County in writing.

3.3.2 Notification to Other Respondents

Once the selected respondents are notified of their selection onto the prequalified supplier list, the other respondents will be notified by Parkland County in writing of the outcome of the RFPQ process.

3.3.3 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFPQ process. All requests must be in writing to the County Contact and must be made within thirty (30) days of notification of the outcome of the selection process.

3.3.4 Bid Protest Procedure

If a respondent wishes to challenge the outcome of the RFPQ process, it should provide written notice to the County Contact within sixty (60) days of notification of the outcome of the RFPQ process, and Parkland County will respond in accordance with its bid protest procedures. Respondents are advised that the County's protest procedures are separate and distinct from the dispute resolution process under applicable trade agreements. If a respondent wishes to dispute a matter or bring a complaint under an applicable trade agreement, the respondent must follow the process set out in the trade agreement, which may differ from the process described herein.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

Parkland County may disqualify a respondent for any conduct, situation or circumstances determined by Parkland County, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFPQ, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix A).

3.4.2 Disqualification for Prohibited Conduct

Parkland County may disqualify a respondent or terminate any contract subsequently entered into if Parkland County, in its sole and absolute discretion, determines that the respondent has engaged in any conduct prohibited by this RFPQ.

3.4.3 Prohibited Respondent Communications

The respondent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 Respondent Not to Communicate with Media

A respondent may not at any time directly or indirectly communicate with the media in relation to this RFPQ or the outcome of this RFPQ process without first obtaining the written permission of the County Contact.

3.4.5 No Lobbying

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

3.4.6 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 Parkland County; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7 Past Performance or Past Conduct

Parkland County 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 submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by Parkland County, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of Parkland County

All information provided by or obtained from Parkland County in any form in connection with this RFPQ either before or after the issuance of this RFPQ:

- (a) is the sole property of Parkland County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFPQ and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from Parkland County; and
- (d) shall be returned by the respondents to Parkland County immediately upon the request of Parkland County.

3.5.2 Confidential Information of Respondent

A respondent should identify any confidential information in its response or any accompanying documentation. Parkland County will make reasonable efforts to safeguard confidential information of respondents, subject to its disclosure requirements under the Freedom of Information and Protection of Privacy Act or any other disclosure requirements imposed by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a respondent has any questions about the collection and use of information pursuant to this RFPQ, questions are to be submitted to the County Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFPQ shall 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 respondent nor Parkland County shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to this RFPQ process, selection of respondents, failure to select respondents or failure to honour a response to this RFPQ.

3.6.2 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the respondent and Parkland County by the RFPQ process until the successful negotiation and execution of an agreement pursuant to a subsequent invitational second-stage procurement process.

3.6.3 References and Past Performance

Parkland County's evaluation may include information provided by the respondent's references and may also consider the respondent's past performance on previous contracts with Parkland County or with other institutions.

3.6.4 Cancellation

Parkland County may cancel or amend the RFPQ process without liability at any time.

3.7 Governing Law and Interpretation

3.7.1 Governing Law

The terms and conditions in this Part 3 Terms and Conditions of RFPQ Process: (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall 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.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

(a) Respondent Information

Please fill out the following form, and name one person to be the contact for this RFPQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under Which the Respondent Carries on Business:	
Jurisdiction under which the Respondent is Governed:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFPQ Contact Person and Title:	
RFPQ Contact Phone:	
RFPQ Contact Facsimile:	
RFPQ Contact E-mail:	

(b) Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that this RFPQ process will be governed by the terms and conditions of the RFPQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the respondent and Parkland County by the RFPQ process until the successful negotiation and execution of an agreement pursuant to a subsequent invitational second-stage procurement process.

(c) Ability to Provide Deliverables

The respondent has carefully examined the RFPQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFPQ. The respondent represents and warrants its ability to provide the Deliverables required under the RFPQ in accordance the all of the requirements of the RFPQ, including, without limitation, those performance standards set out in Appendix C.

4. Addenda

The respondent has read and accepted all addenda issued by Parkland County prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their response based on the addenda. The respondent 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: _____. Respondents who fail to complete this section will be deemed to have received all posted addenda.

5. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means in relation to the RFPQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of Parkland County in the preparation of its response that is not available to other respondents; (b) communicating with any person with a view to influencing preferred treatment in the RFPQ process (including but not limited to the lobbying of decision makers involved in the RFPQ process); (c) having an interest in more than one response submitted in response to this RFPQ or (d) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFPQ process.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest, and must explain why the respondent believes that the Conflict of Interest should not result in disqualification from the RFPQ process:

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

Name of Individual:
Job Classification:
Department:
Last Date of Employment with Parkland County:
Name of Last Supervisor with Parkland County:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Response:

(Repeat above for each identified individual)

The respondent agrees that, upon request, the respondent shall provide Parkland County with additional information from each individual identified above in the form prescribed by Parkland County.

6. Disclosure of Information

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by Parkland County to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of this response.

7. Confidential Information of Respondent

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by the Freedom of Information and Protection of Privacy Act or any other disclosure requirements imposed by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by the County to the advisers retained by the County to advise or assist with the RFPQ process, including with respect to the evaluation of this response.

_____ Signature of Witness	_____ Signature of Respondent Representative
_____ Name of Witness	_____ Name and Title I have authority to bind the respondent.
	_____ Date:

APPENDIX B – SUBMISSION WORKBOOK

Each respondent is required to complete Appendix B - Submission Workbook attached as a separate electronic document to this RFPQ.

PART 4 – RFPQ PARTICULARS

A. THE DELIVERABLES

Parkland County invites prequalification submissions from interested contractors to provide Clearing and Mulching Services within the County as requested over a two (2) year period as further described in the RFPQ.

1. Scope Overview

Parkland County periodically requires clearing and mulching services to remove trees, brush, and shrubs to facilitate the construction of capital projects. The majority of clearing and mulching work is required for road construction projects; but may also be required by the Agriculture, Parks, Recreation and Culture, and Public Works Departments.

The work tasks for clearing and mulching generally consist of, but are not limited to the following:

- Clearing and mulching
- Clearing and timber salvage
- Hand clearing
- Wood chipping and disposal
- Stump grinding
- Brush mowing
- Cleaning of mulching material
- Aerial tree trimming for clearing in the vicinity of overhead utilities

Clearing tasks are generally performed in accordance with the current version of Alberta Transportation's Standard Specifications for Highway Construction, although projects may have differing specifications or requirements.

Contractor shall generally be required to assume Prime Contractor responsibilities for the execution of any work they are contracted to perform unless specified otherwise. This shall include responsibility for all measures required to safely execute the work, including traffic accommodation in accordance with Parkland County standards.

The provision of the Deliverables will be governed by the terms and conditions set out in Appendix C – Master Agreement. Please note that Appendix C is a sample Master Agreement, which may change prior to execution.

B. MATERIAL DISCLOSURES

Typically, the value of “clearing and mulching services”; used by the County over the past years ranges between \$50,000 to \$75,000 / year, however the value could go up to \$200,000 / year depending on the program and level of activity. It should be noted that the value range is provided for information purposes only and may fluctuate depending on usage and County operations in the given year.

1. Respondent Requirements

Respondents shall be actively engaged in the line of work required to perform the work and shall be able to refer to work of a similar nature performed by them. Respondents shall be fully conversant with the general technical phraseology in the English language of the lines of work required to perform the work.

2. Proof of Insurability

The Contractor is required to carry Insurance policies in accordance with the minimum requirements and limits set out in Appendix C– Master Agreement. Proof of insurance should be provided to Parkland County with the respondent's submission.

3. Workers' Compensation Board (WCB)

The Contractor is required to provide proof of compliance with all the requirements of the Worker's Compensation Act of Alberta in accordance with Appendix C– Master Agreement. A WCB clearance letter should be provided with the respondent's submission as evidence of such compliance.

4. Location of Work

The work will be conducted at various locations within Parkland County and at Parkland County Facilities.

5. Maintaining Pre-qualification Eligibility

Pre-qualification status may be withdrawn at any time due to unsatisfactory performance or a significant change in status of the pre-qualified respondent (i.e. retirement or departure of key personnel) or failure to maintain safety certification. Parkland County shall be notified of status changes to the company or changes in key members as submitted in the respondent's original response.

C. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFPQ. Respondents who do not meet a minimum threshold score for a category will not proceed.

Rated Criteria Category	Points Scale	Minimum Threshold	Points Weighting	Total Available Points
Corporate Profile, Experience, and References	0 to 5	3	x 5	25
Fleet of Equipment	0 to 5	3	x 6	30
Personnel (Experience and Qualifications)	0 to 5	3	x 4	20
Health and Safety and Environmental	0 to 5	3	x 5	25
Total Points				100

Points shall be awarded on a scoring scale of 0 to 5. Points could be modified depending upon reference checks and other independent information subsequently received and confirmed. Partial scores or scores not defined below will not be used. The range is defined as follows:

5	Fully exceeds expectations, proponent clearly understands the requirement, excellent probability of success
4	Somewhat exceeds expectations; high probability of success
3	Fully meets expectations; proponent has good understanding of requirement, no weakness or deficiencies good probability of success
2	Partially meets expectations; minor weakness or deficiencies, fair probability of success
1	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success
0	Lack of response or complete misunderstanding of the requirements, no probability of success

Following is a description and framework for the Rated Criteria Categories above:

1. Corporate Profile, Experience, and References

Each respondent should provide in its response:

- (a) Corporate profile which includes organization size, structure, location, affiliates, and number of staff
- (b) Demonstrated corporate suitability as it relates to this RFPQ
- (c) Demonstrated capacity to undertake the project
- (d) Number of years in operation and number of years providing similar services
- (e) Respondent's past project experience that is similar in scope and size to the work required for this RFPQ project
- (f) References for related projects and proposed key personnel and sub-contractors

2. Equipment Fleet

- (a) List of equipment
- (b) Range of equipment (size & type)
- (c) Number of pieces of equipment
- (d) List of service equipment (maintenance perspective)

3. Personnel (Experience and Qualifications)

- (a) Responses will be evaluated on the proposed personnel available for this project including identification of alternate staff for coverage purposes to ensure project continuity
- (b) Defined roles and responsibilities for personnel relative to this project
- (c) Resumes to be included for key personnel with details of their background and outlining their training and employment experience
- (d) Identification of past project experience for key personnel as it correlates to their proposed role for this project
- (e) Identification of subcontractors including roles and responsibilities assigned for this project, and past project experience working with the subcontractor
- (f) Demonstrated capacity of proposed personnel

4. Health and Safety and Environmental

- (a) Respondent's Safety Manual
- (b) Respondent's safety performance as demonstrated through the completion of Appendix B and the WCB Report Card
- (c) Respondent's environmental policy and operational procedures

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1. GENERAL CORPORATE INFORMATION / HISTORY

1.1 Registered Name: Provide the Registered name of the respondent

1.2 Date and Location Company Established: Provide the date and location company established

Date:	
Location:	

1.3 Parent Company: Provide the following information for the respondent's parent company

Name:	
Address:	
Phone Number:	
Fax Number:	
Website Address:	
Subsidiaries:	

1.4 Parent Company Relationship: Provide details of the authoritative and fiscal relationship between the respondent company, the parent company and affiliated companies

Is the parent company willing to provide a letter of guarantee of financial responsibility for any work awarded to the Respondent?

Yes No

1.5 Ownership: Check whether respondent's company is publicly or privately owned

- Publicly owned
- Privately owned

1.6 Type of Company: Check the appropriate type of company

- Proprietorship
- Limited Company
- Partnership
- Corporation
- Other

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If other, provide details:

1.7 Goods and Services Tax (GST) Registration Number: Provide Company's GST Registration Numbers

GST Registration Number	
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1.8 Company Officers: Provide the following information for all company officers

<u>Title</u>	<u>Name</u>	<u>Years with Company</u>

1.10 Core Businesses: If applicable, list the other core businesses that the Respondent is involved in, in descending priority. Attach additional sheets as required

<u>Other Core Business</u>	<u>No. of Years in the Business</u>

1.11 Years of Experience: State the number of years of experience as a clearing and mulching Contractor

Years of Experience _____

1.12 Relevant Construction Experience and References: The respondent must be actively involved as a Prime Contractor for similar services (i.e. Clearing and Mulching).

List all relevant projects that demonstrate the respondent's experience in the last three (3) years, in the format outlined below. Relevant Experience provided should include the personnel listed in 3.0. Attach additional sheets as required.

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Project One

Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Project:			
Provide the names of Key Personnel and Sub-contractors:			

Project Two

Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Project:			
Provide the names of Key Personnel and Sub-contractors			

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Project Three

Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Project:			
Provide the names of Key Personnel and Sub-contractors			

Project Four

Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Project:			
Provide the names of Key Personnel and Sub-contractors			

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Project Five

Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Project:			
Provide the names of Key Personnel and Sub-contractors			

2. EQUIPMENT FLEET

2.1 Respondents must provide the complete list of the equipment including but not limited to the following:

- owned and/or rented equipment and their availability
- Range of equipment (size & type)
- Number of equipment of each type
- Service equipment (Maintenance Perspective)

Equipment List Attached Yes

2.2 Unit Rates / Prices: Submit the Unit Rates for all the Equipment with Operator (per hour).

Please note that the submitted Unit Rates may form part of the Master Agreement and will be fixed for the term of the agreement

Unit Rates Attached Yes

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Clearing and Mulching Services within Parkland County

3. QUALIFICATIONS

3.1 Management Structure: Provide an organizational chart of key staff that would be assigned to the project(s). This organizational chart is to indicate the on and off-site personnel and their roles and areas or levels of responsibility.

Organizational Chart Attached Yes

3.2 Staff Training / Certification: Attach resumes for all key personnel, and their alternates, that are listed in the organizational chart requested above. . The key personnel must have held a similar role at the same level of responsibility on at least one (1) project of a similar scope and magnitude.

Resumes Attached Yes

3.3 Professional Affiliations: Provide details of Professional Affiliations

3.4 Subcontractors: State whether the respondent has and maintains a registry or list of subcontractors

Yes No

Provide a breakdown of roles and responsibilities to be assigned to subcontractors. Include past experience with identified subcontractors.

Subcontractor Name:	
Roles and Responsibilities to be Assigned:	
Past Project Experience with Subcontractor:	

Subcontractor Name:	
Roles and Responsibilities to be Assigned:	
Past Project Experience with Subcontractor:	

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Subcontractor Name:	
Roles and Responsibilities to be Assigned:	
Past Project Experience with Subcontractor:	

4. HEALTH AND SAFETY INFORMATION

- 4.1 Health and Safety Program. Provide details of respondent(s) health and safety program inclusive of program to train seasonal staff. Attach additional sheets as required.

Copy of the Table of Contents from the Respondent’s safety manual attached. Yes

- 4.2 Regulatory Warnings, Stop-Work Orders or Citations. Provide incident and resolution details of any health, safety or environment-related regulatory warnings, stop-work orders or citations issued to the respondent within the last three (3) years. Attach additional sheets as required.

- 4.3 Safety Performance. Respondents are to complete the following table:

	2015	2016	2017
Number of Fatalities			
Number of Lost Time Incidents			
Number of Medical Aid Injuries			
Number of Hours Worked			

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	2015	2016	2017
Number of Near Misses			
Recordable Injury Incident Rate <small># Recordable Injuries (MA's+LTI's) x200,000 Total Employee Hours per Year</small>			
Lost Time Injury Severity Rate <small># Total Days Lost x 200,000 Total Employee Hours per Year</small>			
Workers' Compensation Rating (or equivalent)			

4.4 WCB Employer Report Card. Attach a copy of the WCB Employer Report Card (see link to sample document):

https://www.wcb.ab.ca/assets/pdfs/employers/lcr_samples/sa_employerreportcard.pdf

Copy of WCB Employer Report Card Attached. Yes

For companies based outside of Alberta or Canada, provide details of equivalent Workers' Compensation Authority that addresses worker safety and formula/rating used for home office location.

5. ENVIRONMENTAL INFORMATION

Parkland County is committed to Environmental Management. As such, respondents are required to submit:

5.1 Environmental Policy. Respondents shall provide a copy of your company's approved environmental policy demonstrating their organization's environmental commitment.

Copy of Environmental Policy Attached. Yes

5.2 Company Operational Procedures Respondents shall supply a copy of your company's Standard Operating Procedures (or applicable documentation) for environmental management for activities related to the scope of this project.

Copy of Operational Procedures Attached. Yes

6. FINANCIAL INFORMATION / HISTORY

6.1 Dollar Value of Construction Work: List the gross dollar value of clearing and mulching work completed in the past five (5) years.

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6.4 Liens. In the past three (3) years, has the respondent had any liens filed and settled on any of their projects?

Yes No

If yes to the above, please identify the initiators of the lien, date(s), amount(s), and if the lien has been settled. The County may consider other sources.

6.5 Mediations, Arbitrations, or Court Actions. Provide details of any mediations, arbitrations or court actions in progress with the County by the company or its officers.

- Mediations, arbitrations, or court actions in progress at present Yes No
- Details of mediations, arbitrations, or court actions are attached Yes No

6.6 Receivership or Bankruptcy. Provide details of any receivership or bankruptcy actions involving the respondent.

6.7 Proof of Insurability: Respondents must provide a certificate of insurance or a letter of insurability from a licensed insurance broker confirming the respondent's ability to obtain the insurance detailed in PART 4 – RFPQ PARTICULARS of the RFPQ document.

Proof of Insurability Attached Yes

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Clearing and Mulching Services within Parkland County

7. SUBMISSION REQUIREMENTS CHECKLIST FOR APPENDIX B

<u>Reference</u>	<u>Title</u>	<u>Attached</u>
This Form	Prequalification Submission Form (Completed)	<input type="checkbox"/>
Section 2.1	Equipment List	<input type="checkbox"/>
Section 2.2	Unit Rates / Prices	<input type="checkbox"/>
Section 3.1	Organizational Chart	<input type="checkbox"/>
Section 3.2	Resumes with Minimum Experience	<input type="checkbox"/>
Section 4.1	Table of Contents from Health and Safety Manual	<input type="checkbox"/>
Section 4.4	WCB Employer Report Card	<input type="checkbox"/>
Section 6.7	Proof of Insurability	<input type="checkbox"/>

**APPENDIX C - MASTER AGREEMENT FOR ROSTER FRAMEWORK
(the "Master Agreement")**

BETWEEN:

PARKLAND COUNTY
(referred to as the "County")

AND:

[*INSERT FULL LEGAL NAME OF CONTRACTOR*]
(referred to as the "Contractor")

WHEREAS, the County issued RFPQ No. **[*insert RFPQ #*]** (the "RFPQ") to qualify potential contractors for eligibility to provide **[*insert name of Deliverables*]** (the "Deliverables");

AND WHEREAS, pursuant to the RFPQ, the Contractor was selected to be included on a roster of qualified contractors (the "**Qualified Contractor Roster**") for eligibility to participate in potential competitive processes ("**Roster Competitions**") for the procurement of the Deliverables in accordance with Annexure III;

NOW THEREFORE, the parties agree as follows:

1. Term of Master Agreement

This Master Agreement shall take effect on the **[*insert date*]** and shall remain in effect until **[*insert date*]**, with an option in favour of the County to extend the term for an additional period of up to **[*insert # of years*]** years, unless it is terminated earlier in accordance with the terms of this Master Agreement or otherwise by operation of law.

2. County and Contractor Representatives

The County Representative and contact information for the Master Agreement is:

[*insert name and title of the County's representative in charge of the contract and contact details, including mailing address and email address*]

The Contractor Representative and contact information for the Master Agreement is:

[*insert name and title of Contractor representative in charge of the contact and contact details, including mailing address and email address*]

3. Scope of Master Agreement

3.1 This Master Agreement governs the relationship between the County and the Contractor in respect of the potential provision of the Deliverables by the Contractor to the County.

- 3.2 The Contractor acknowledges that there is no obligation whatsoever on the County to invite or select the Contractor to provide any Deliverables under this Master Agreement.
- 3.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the County in respect of the total quantities or values of the Deliverables to be requested by them pursuant to this Master Agreement and the Contractor acknowledges and agrees that it has not entered into this Master Agreement on the basis of any such undertaking, statement, promise or representation.
- 3.4 The Contractor acknowledges that in entering into this Master Agreement no form of exclusivity has been conferred on, or volume guarantee has been granted by the County in relation to the provision of the Deliverables by the Contractor and that the County is at all times entitled to enter into other contracts and agreements with other Contractors for the provision of any or all services or goods which are the same as or similar to the Deliverables.

4. Management of the Qualified Contractor Roster

- 4.1 The Contractor acknowledges that, during the term of this Master Agreement, the County may permit other contractors to apply for qualification and inclusion on the Qualified Contractor Roster. The same qualification requirements, evaluation process and Master Agreement that are set out in the RFPQ will apply to the ongoing application process for the purpose of qualifying new contractors for inclusion on the Qualified Contractor Roster.
- 4.2 The Contractor acknowledges that, during the term of this Master Agreement, the County may suspend or remove contractors from the Qualified Contractor Roster for reasons of poor performance, conflict of interest or unethical conduct in respect of the provision of Deliverables.
- 4.3 If suspended from the Qualified Contractor Roster, the Contractor will not be eligible to participate in Roster Competitions during the period of suspension. If removed from the Qualified Contractor Roster, the Contractor will no longer be eligible to participate in Roster Competitions and will not be eligible to re-qualify during the term of the Qualified Contractor Roster.

5. Provision of Deliverables

- 5.1 The Contractor is a potential provider of the Deliverables and the Contractor may be selected by the County to provide the Deliverables to the County during the term of this Master Agreement.
- 5.2 If and when the County requires the Deliverables, the County will invite contractors on the Qualified Contractor Roster to participate in a Roster Competition as outlined in Annexure III - Contractor Engagement Process of this Master Agreement.
- 5.3 If the Contractor is selected to provide the Deliverables to the County, the Contractor will enter into a Request for Service (RFS) form attached as Schedule 2 to this Master Agreement.
- 5.4 The provision of the Deliverables will be governed by the terms and conditions contained in Schedule 1 of this Master Agreement – Standard Terms and Conditions - and the specific terms and conditions of the Roster Competition and any RFS entered into between the County and Contractor in respect of the Deliverables.

6. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Master Agreement as of the date written below.

PARKLAND COUNTY

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the County.

[Insert Contractor's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Contractor.

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ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the County has elected to be closed for business;

“County Representative” is as set out in the RFS;

“County Confidential Information” means all information of the County that is of a confidential nature, including all confidential information in the custody or control of the County, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Contractor in connection with the Contract. For greater certainty, County Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the County, the Contractor or any third-party; (ii) all information (including Personal Information) that the County is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Contractor of any duty of confidentiality owed by the Contractor to the County or to any third-party; (ii) the Contractor can demonstrate to have been rightfully obtained by the Contractor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence; (iii) the Contractor can demonstrate to have been rightfully known to or in the possession of the Contractor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Contractor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Contractor had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the County and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Contractor’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 judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Contract” means the aggregate of:

- (a) any RFS entered into by the Contractor;
- (b) the Master Agreement, including these Standard Terms and Conditions;

- (c) the RFPQ, including any addenda; and
- (d) the Contractor's Submission in response to the RFPQ.

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

"Deliverables" means everything developed for or provided to the County in the course of performing under the Contract or agreed to be provided to the County under the Contract by the Contractor or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, the RFS, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"Effective Date" is as set out in the RFS;

"FOIP" means the *Freedom of Information and Protection of Privacy Act*, Revised Statutes of Alberta 2000, Chapter F-25, as amended;

"Indemnified Parties" means the County and the County's officials, directors, officers, agents, employees and volunteers;

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Contractor establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality to any person acting on behalf of or employed by the County;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Newly Created Intellectual Property" means any Intellectual Property created by the Contractor in the course of performance of its obligations under the Contract;

"Person" if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in the RFS;

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the County to the Contractor, or provided by the Contractor to the County, for the purposes of the Contract; or (b) created by the Contractor in the performance of the Contract;

“Request for Service” or “RFS” means the document used by the County Representative to obtain services under this Contract. This RFS must include a description of required services and schedule. It is to be emailed or faxed to the Contractor who in turn will provide a detailed costing for services. The RFS must be reviewed and approved by the County Representative before the work is to proceed. A sample of the RFS Form is attached as Schedule 2 and detailed Contractor Engagement Process is attached as Annexure III.

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Contractor Representative” is as set out in Master Agreement;

“Contractor’s Intellectual Property” means Intellectual Property owned by the Contractor prior to its performance under the Contract or created by the Contractor during the term of the Contract independently of the performance of its obligations under the Contract; and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the County or the Contractor.

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from the County

Notwithstanding anything else in the Contract, any express or implied reference to the County providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the County beyond the obligation to pay the Rates in respect of Deliverables accepted by the County, whether at the time of entering into the Contract or at any time during the term of the Contract, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the County to insist in one or more instances upon strict performance by the Contractor of any of the terms or conditions of the Contract shall not be construed as a waiver by the County of its right to require strict performance of any such terms or conditions, and the obligations of the Contractor with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the County Representative and the Contractor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COUNTY AND CONTRACTOR

3.01 **Contractor's Power to Contract**

The Contractor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the County under the Contract.

3.02 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 **Contractor Not a Partner, Agent or Employee**

The Contractor shall have no power or authority to bind the County or to assume or create any obligation or responsibility, express or implied, on behalf of the County. The Contractor shall not hold itself out as an agent, partner or employee of the County. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the County and the Contractor or any of the Contractor's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 **Non-Exclusive Contract, Work Volumes**

The Contractor acknowledges that it is providing the Deliverables to the County on a non-exclusive basis. The County makes no representation regarding the volume of goods and services required under the Contract. The County reserves the right to contract with other parties for the same or similar goods and services as those provided by the Contractor and reserves the right to obtain the same or similar goods and services internally.

3.05 **Responsibility of Contractor**

The Contractor agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Contractor's liabilities under the Contract and under the general application of law. The Contractor shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Contractor pursuant to the Contract or otherwise at law or in equity, the Contractor shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities This paragraph shall survive the termination or expiry of the Contract.

3.06 **No Subcontracting or Assignment**

The Contractor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the County. Such consent shall be in the sole discretion of the County and subject to the terms and conditions that may be imposed by the County. Without limiting the generality of the conditions which the County may require prior to consenting to the Contractor's use of a subcontractor, every contract entered into by the Contractor with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the County.

3.07 Duty to Disclose Change of Control

In the event that the Contractor undergoes a change in control the Contractor shall immediately disclose such change in control to the County and shall comply with any terms and conditions subsequently prescribed by the County resulting from the disclosure.

3.08 Conflict of Interest

The Contractor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the County without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the County to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the County may immediately terminate the Contract upon giving notice to the Contractor where: (a) the Contractor fails to disclose an actual or potential Conflict of Interest; (b) the Contractor fails to comply with any requirements prescribed by the County to resolve a Conflict of Interest; or (c) the Contractor's Conflict of Interest cannot be resolved to the satisfaction of the County. This paragraph shall survive any termination or expiry of the Contract.

3.08 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY CONTRACTOR

4.01 Commencement of Performance

The Contractor shall commence performance upon receipt of written instructions from the County.

4.02 Deliverables Warranty

The Contractor hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the County, are inadequately provided or require corrections, the Contractor shall forthwith make the necessary corrections at its own expense as specified by the County in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Contractor warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws and regulations in relation to the performance of the Contractor's obligations under the Contract. The Contractor shall provide the County with evidence of the Contractor's compliance with this section upon request by the County.

Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Contractor shall immediately investigate the matter and in accordance with attached Exhibit A to this Agreement, submit a report on the matter to a County Representative and to any government authorities as required by law.

4.04 **Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the County, all such goods shall be Delivered Duty Paid (DDP) (Incoterms 2010) to the County's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the County, unless specifically agreed by the County in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Contractor until the Deliverables are received by the County. Receipt of the Deliverables at the County's location does not constitute acceptance of the Deliverables by the County. The Deliverables are subject to the County's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the County, are inadequately provided or require corrections, the Contractor shall make the necessary corrections at its own expense as specified by the County in a rectification notice.

4.05 **Use and Access Restrictions**

The Contractor acknowledges that unless it obtains specific written preauthorization from the County, any access to or use of the County property, technology or information that is not necessary for the performance of its contractual obligations with the County is strictly prohibited. The Contractor further acknowledges that the County may monitor the Contractor to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Contractor.

4.06 **Notification by Contractor of Discrepancies**

During the term of the Contract, the Contractor shall advise the County promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 **Contractor to Comply with Reasonable Change Requests**

The County may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Contractor shall comply with all reasonable County change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Contractor is unable to comply with the change request, it shall promptly notify the County and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 **Pricing for Requested Changes**

Where a County change request includes an increase in the scope of the previously contemplated Deliverables, the County shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Contractor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the County and the Contractor within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 **Performance by Specified Individuals Only**

The Contractor agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Contractor shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the County, which may not arbitrarily or unreasonably be withheld. Should the Contractor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Contractor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 **Time**

Time is of the essence.

4.11 **County Rights and Remedies and Contractor Obligations Not Limited to Contract**

The express rights and remedies of the County and obligations of the Contractor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the County or any other obligations of the Contractor at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 **Payment According to Contract Rates**

The County shall, subject to the Contractor's compliance with the provisions of the Contract, pay the Contractor for the Deliverables provided at the Rates established under the Contract.

5.02 **Hold Back or Set Off**

The County may hold back payment or set off against payment if, in the opinion of the County acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

5.03 **No Expenses or Additional Charges**

There shall be no other charges payable by the County under the Contract to the Contractor other than the Rates established under the Contract.

5.04 **Payment of Taxes and Duties**

Unless otherwise stated, the Contractor shall pay all applicable taxes, including excise taxes incurred by or on the Contractor's behalf with respect to the Contract.

5.05 **Withholding Tax**

The County shall withhold any applicable withholding tax from amounts due and owing to the Contractor under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 **Interest on Late Payment**

If a payment is in arrears through no fault of the Contractor, the interest charged by the Contractor, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Contractor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Contract, and for seven (7) years after the expiry or termination of the Contract, the Contractor shall permit and assist the County in conducting audits of the operations of the Contractor to verify (a) and (b) above. The County shall provide the Contractor with at least ten (10) Business Days prior notice of its requirement for such audit. The Contractor's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.01 **Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the County. The County may, in its sole discretion, acknowledge the Deliverables provided by the Contractor in any such publicity or publication. The Contractor shall not make use of its association with the County without the prior written consent of the County. Without limiting the generality of this paragraph, the Contractor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the County.

6.02 **County Confidential Information**

During and following the term of the Contract, the Contractor shall: (a) keep all County Confidential Information confidential and secure; (b) limit the disclosure of County Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any County Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the County and (ii) in respect of any County Confidential Information about any third-party, the written consent of such third-party; (d) provide County Confidential Information to the County on demand; and (e) return all County Confidential Information to the County on or before the expiry or termination of the Contract, with no copy or portion kept by the Contractor.

6.03 **Restrictions on Copying**

The Contractor shall not copy any County Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Contractor, the Contractor must reproduce all notices which appear on the original.

6.04 **Notice of Breach**

The Contractor shall notify the County promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of County Confidential Information.

6.05 **Injunctive and Other Relief**

The Contractor acknowledges that breach of any provisions of this Article may cause irreparable harm to the County or to any third-party to whom the County owes a duty of confidence, and that the injury to the County or to any third-party may be difficult to calculate and inadequately compensable in damages. The Contractor agrees that the County is entitled to obtain injunctive relief (without proving any damage

sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice and Protective Order

If the Contractor or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any County Confidential Information, the Contractor will provide the County with prompt notice to that effect in order to allow the County to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the County and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Contractor will disclose only that portion of County Confidential Information which the Contractor is legally compelled to disclose, only to such person or persons to which the Contractor is legally compelled to disclose, and the Contractor shall provide notice to each such recipient (in cooperation with legal counsel for the County) that such County Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such County Confidential Information subject to those terms and conditions.

6.07 FOIP Records and Compliance

The Contractor and the County acknowledge and agree that FOIP applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Contractor agrees (a) to keep Records secure; (b) to provide Records to the County within seven (7) calendar days of being directed to do so by the County for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the County determines, in its sole discretion, that access is permitted under FOIP and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the County; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a County representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the County would improve the adequacy and effectiveness of the Contractor's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the County may be disclosed by the County where it is obligated to do so under FOIP, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 County Intellectual Property

The Contractor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the County to the Contractor shall remain the sole property of the County at all times.

7.02 No Use of the County Insignia

The Contractor shall not use any insignia or logo of the County except where required to provide the Deliverables, and only if it has received the prior written permission of the County to do so.

7.03 Ownership of Intellectual Property

The County shall be the sole owner of any Newly Created Intellectual Property. The Contractor irrevocably assigns to and in favour of the County and the County accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the County all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Contractor's Intellectual Property, the Contractor grants to the County a licence to use that Contractor Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Contractor by the County.

7.04 Contractor's Grant of License

For those parts of the Deliverables that are Contractor Intellectual Property, the Contractor grants to the County a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the County.

7.05 No Restrictive Material in Deliverables

The Contractor shall not incorporate into any Deliverables anything that would restrict the right of the County to modify, further develop or otherwise use the Deliverables in any way that the County deems necessary, or that would prevent the County from entering into any contract with any contractor other than the Contractor for the modification, further development of or other use of the Deliverables.

7.06 Contractor Representation and Warranty Regarding Third-Party Intellectual Property

The Contractor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Contractor further represents and warrants that it has obtained assurances with respect to any Contractor Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 Contractor Indemnity

The Contractor hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its subcontractors or their respective directors, officers, agents, employees, partners,

affiliates, volunteers or independent contractors in the course of performance of the Contractor's obligations under, or otherwise in connection with, the Contract. The Contractor further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the County, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 **Insurance**

Before the start date of the Contract or upon full-execution of the Contract, whichever is earlier, and thereafter upon request by the County's Representative, the Contractor shall provide the County's Representative with insurance certificates describing the insurance policies required as follows:

- a. Commercial General Liability Insurance covering the legal liability of the Contractor providing at least five (5) million dollars (Cdn. \$5,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Contractor agrees to reimburse the County for any and all damage(s) to County's property caused by the Contractor, or its permitted subcontractors, in performing the work. The Contractor shall provide the County with evidence of coverage which includes (i) broad form property damage (ii) "loss of use" in the definition of property damage and (iii) non-owned automobile coverage of not less than two (2) million dollars (Cdn. \$2,000,000.00) inclusive, per occurrence. The Contractor shall provide insurance certificate(s) naming Parkland County as "an additional insured" for the coverage described in this paragraph.
- b. Where any automobile is used for the performance of the work for the County in this Contract, Contractor will provide Automobile liability insurance covering all automobiles licensed in the name of the Contractor that are used in connection with the work, and providing at least five (5) million dollars (Cdn. \$5,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident.
- c. The insurance policies described in paragraphs a. and b. above shall not be canceled or changed in any manner which could negatively affect the County's interests unless the County has been given thirty (30) consecutive days' prior written notice of any such cancellation or change.

The Contractor shall be responsible for the payment of all deductibles on insurance policies that the Contractor is required to maintain under the Contract. Further, the Contractor shall immediately advise the County's Representative of any loss or potential loss that has or may have occurred in conjunction with the Contractor performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Contractor, the Contractor shall provide written notice of such loss or potential loss to the County's Representative, including full particulars thereof.

8.03 **Proof of Insurance**

The Contractor shall provide the County with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Contractor shall provide the County with renewal replacements on or before the expiry of any such insurance. Upon the request of the County, a copy of each insurance policy shall be made available to it. The Contractor shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the County and Indemnified Parties are named as additional insured with respect to any liability arising in the course

of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 **Workplace Safety and Insurance**

The Contractor warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the County upon request. The Contractor covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Contractor further agrees to indemnify the County for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Contractor's failure to comply with any applicable workplace safety and insurance laws or related to the Contractor's status with any workplace safety and insurance board or body.

Before commencing or performing the work, the Contractor shall obtain and provide to the County a letter or similar document, confirming that the Contractor has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the work will be performed, and that the Contractor has not opted out of workers compensation, where allowed.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 **Immediate Termination of Contract**

The County may immediately terminate the Contract upon giving notice to the Contractor where (a) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Contractor's insolvency; (b) the Contractor breaches any provision in Article 6 (Confidentiality); (c) the Contractor breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between County and Contractor); (d) the Contractor breaches applicable workplace safety laws; (e) the Contractor, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the County; (f) the Contractor undergoes a change in control which adversely affects the Contractor's ability to satisfy some or all of its obligations under the Contract; (g) the Contractor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the County; or (h) the Contractor's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 **Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Contractor fails to comply with any of its obligations under the Contract, the County may issue a rectification notice to the Contractor setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the County. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the County may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor shall allow the County to immediately terminate the Contract.

9.03 **Termination on Notice**

The County reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Contractor.

9.04 **Contractor's Obligations on Termination**

On termination of the Contract, the Contractor shall, in addition to its other obligations under the Contract and at law (a) at the request of the County, provide the County with any completed or partially completed Deliverables; (b) provide the County with a report detailing: (i) the current state of the provision of Deliverables by the Contractor at the date of termination; and (ii) any other information requested by the County pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the County to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the County, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 **Contractor's Payment Upon Termination**

On termination of the Contract, the County shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Contractor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the County may hold back payment or set off against any payments owed if the Contractor fails to comply with its obligations on termination.

9.06 **Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the County under the Contract, at law or in equity.

Schedule 2 –Request for Service (RFS) Form

Pursuant to the Master Agreement, the County and the Contractor shall enter into RFS(s) for the provision of assignment-specific Deliverables in accordance with the following form:

County: Parkland County 53109A Hwy 779, Parkland County, Alberta, T7Z 1R1	Contractor: Fax:	Contract No. RFS No. Issue Date:
CC:		No. of Pages:

Contemplated Request for Service

The following is a description of the nature and scope of Services being requested by the County in accordance with the terms of the Agreement. The work is not to proceed unless authorized by a fully executed RFS by the County. All materials and workmanship are to be in accordance with the Agreement unless otherwise stated. Please submit an itemized fee quotation and completion schedule applicable to the Services described herein, within ----- days of the date specified above.

Title:

Description of Services:

Required Schedule:

Contractor’s Proposal

Subject to the Terms and Conditions of the Contract, the Contractor hereby offers to perform the work described above for the following Price (based upon the rates and payment terms specified in the Agreement) to be completed in accordance with the Required Schedule: \$ _____, plus GST as applicable. See attached.

Contractor Signed: _____ Date: _____

Approval

Subject to the Terms and Conditions of the Agreement and based on Contractor’s proposal as mentioned above, the Contractor is hereby directed to promptly proceed with the work described above.

Price for RFS No. :

Schedule for RFS No. :

PO Number:

RFS authorized by County Representative: _____

Date: __

EXHIBIT A

REPORTING REQUIREMENTS

In addition to Article 4.03 of the Master Agreement, Contractor shall be responsible to comply with the following requirements with respect to any safety and environmental incident(s):

- Class A Incidents (refer to ANNEX 1 for Incident Classification): In case of a Class A Incident, Contractor shall perform the following tasks:
 - a) Immediate voice notification to County Representative followed by an incident “Flash Report¹” completed within 2 hours of incident occurrence.
 - b) Submit a detailed “Incident Investigation Report including Corrective Measures” completed within 3 days of incident
 - c) Participate (face- to face) in a “Lessons Learned Meeting²” as required by the County.
- Class B Incident (refer to ANNEX 1 for Incident Classification): In case of a Class B Incident, Contractor shall perform the following tasks:
 - a) Voice notification to County Representative followed by an incident “Flash Report¹” completed within 4 hours of incident occurrence.
 - b) Submit a detailed “Incident Investigation Report including Corrective Measures” completed within 5 days of incident
- Class C Incident (refer to ANNEX 1 for Incident Classification): In case of a Class C Incident, Contractor shall perform the following tasks:
 - a) Incident “Flash Report¹” completed within 6 hours of incident occurrence.
 - b) Submit a detailed “Incident Investigation Report including Corrective Measures” completed within 5 days of incident

¹ A Flash Report is a notification email sent by the Contractor to County Representative providing relevant details of the incident (i.e. description of incident, location, people involved, original outcome, current status, and next steps) and any treatment afterwards.

² The purpose of the lessons learned meeting are meant to be a discovery process to ensure that all that could have been done to mitigate the initial risk to the worker was followed and what can be done in the future to ensure that does not occur.

ANNEX 1 - INCIDENT CLASSIFICATION

Type of Incident	Classification - Class A (High)
Serious incident	As defined by Section 18 of AB OHS Act
Medical Aid	Includes medical and other services provided by a person licensed to practice the healing arts in Alberta, and nursing, hospitalization and x-ray treatment. <i>[AB WCB Act Section 1(1p)]</i>
Severe Near Miss	An unsafe conditions or unsafe acts with the potential for permanent disability, loss of life or body part, and/or extensive loss of structure, equipment, material or environmental damage
Property damage	Damage to equipment, vehicle or building which results in ≥\$26 K of damage
Vehicle	Any charge laid by provincial/federal law enforcement which results in a court appearance EG. Reckless driving/excessive speeding charges greater than 50Km /hr. Any charges in regards to heavy vehicle usage registered under provincial carrier agreement. Any vehicle accident that involves a 3 rd party claimant
Environmental	A breach in environmental consents/authorizations – requiring a report to the appropriate environment agency. Incidents resulting in significant public or media concerns and/or permanent environmental damage
Type of Incident	Classification - Class B (moderate)
First Aid	Means the immediate and temporary care given to an injured or ill person at work site using available equipment, supplies, facilities or services, including treatment to sustain life, to prevent a condition from becoming worse or to promote recovery. <i>[AB OHS Code Part 1 definitions]</i>
Moderate Near Miss	Unsafe conditions or unsafe acts with the potential for serious injury or property damage that is disruptive to production, process, or environmental damage but less severe than Class A hazards
Property damage	Damage to equipment, vehicle or building which results in \$5k-\$25-K of damage
Vehicle	Any charge laid by provincial/federal law enforcement due to speeding in construction zone/school zone/distracted driving etc.
Environmental	Incident causing a release of material greater than 25L which is contained within the site boundary, or having only limited effect in the environment
Type of Incident	Classification - Class C (low)
Near Miss	Unsafe conditions or unsafe acts with minor injury, occupational illness, non-disruptive property or environmental damage, but less severe than class 'B' hazard.
Property damage	Damage to equipment, vehicle or building which results in less than \$5k of damage
Environmental	Incident causing a release of material <25L which is contained within the site boundary or having only limited effect in the environment

ANNEXURE # III

Contractor Engagement Process for Master Agreement

1.0 Introduction and Overview

- 1.1. The process to establish deliverables for each request and Contractor engagement process are both identified in this ANNEXURE III.
- 1.2. Pursuant to the term of the Agreement, the County may (but is not obligated to) request the Services or portion thereof from the Contractor from time to time during the term of the Agreement.
- 1.3. Values expressed in this ANNEXURE III are inclusive of all fees, costs and taxes except GST as applicable.
- 1.4. Each instance of the service is subject to the relevant process set out herein and unless prior written approval is given by the County, as specified by the relevant process, the Contractor shall not commence the Services or any portion thereof.
- 1.5. Services may be requested from the Contractor as per the process described in Section 2.0 below.

2.0 Request for Services Process

- 2.1. Notwithstanding Section 1.4 above, unless otherwise the County issues approved "Request for Service" (RFS) and an associated purchase order number to the Contractor, the Contractor shall not commence the Services or any portion thereof.
- 2.2. In case the County requires the Services of the Contractor for a particular project, it will be obtained as per the following procedure:
 - a) The County identifies need for Services and complete RFS and send it to the Contractor for quotation.
 - b) Upon receipt of RFS, the Contractor completes the pricing (Schedule B) provision, including a detailed costing of the Services by the activity (such as but not limited to equipment hourly rates, mobilization and demobilization cost etc.) and submits the completed RFS to the County. Such pricing shall be in compliance with the price provision of the Contract.
 - c) The County will then review the RFS, including price, and if acceptable, the County will send fully executed RFS to the Contractor with unique PO number.

2.3. Specific conditions to the Contractor Engagement Process:

- a) For Services up to \$10,000:
 - i. the RFS Process is followed;
 - ii. the RFS will be prepared and sent by the County; and
 - iii. the RFS may be sent to one of the Contractors from the Qualified Contractor Roster, for obtaining quotation
 - iv. If acceptable, then fully executed RFS will be sent to the Contractor.
 - b) For Services over \$10,000 but less than \$49,999:
 - i. the RFS Process is followed;
 - ii. the RFS will be prepared and sent by the County;
 - iii. the RFS may be issued to, preferably, a minimum of three (3) pre-qualified Contractors for obtaining quotations; and
 - iv. the RFS that provides best overall value, including best pricing, may be selected.
 - c) For Services over \$50,000 and more:
 - i. the RFS Process is followed;
 - ii. the RFS will be prepared and sent by the County;
 - iii. the RFS may be issued to, all Contractors from the Qualified Contractor Roster for obtaining quotations; and
 - iv. the RFS that provides best overall value, including best pricing, may be selected.
- 2.4. Where the project requirements cannot be met by any Contractor on the Qualified Contractor Roster, the County may, at its sole discretion, obtain these services through another process.

3.0 ON-CALL REQUESTS

- 3.1. Services of limited and smaller scope may be required by the County from time to time (an “On-Call Request”) and accordingly, the process set out in this section 3.0 shall apply to any On-Call Requests placed by the County.
- 3.2. The County may place On-Call Requests directly with any of the Contractor; with whom the County has a Master Agreement in place. The request will be placed via telephone or in writing (may include fully executed RFS, e-mail, facsimile or otherwise). The County will provide the necessary details (such as services required, location, schedule and any other details, which the County may deem necessary) of the On-Call Request to the Contractor.
- 3.3. If an On-Call Request is placed through a telephone call, the Contractor shall promptly follow-up with an e-mail confirmation to the County summarizing and acknowledging the details of the On-Call Request.

- 3.4. Each instance of On-Call Requests will be followed by the issuance of fully executed RFS and PO by the County. Each request shall be invoiced on a time and material basis consistent with the unit rates set out in the Master Agreement, mentioning corresponding PO Number.

RFPO No. PQ 180116EN