



Request for Proposals
For
Print Management Solution

Request for Proposals No.: **P180123IN**

Issued: **February 16, 2018**

Submission Deadline: **March 30, 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

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by Parkland County (the “County”) to prospective proponents to submit proposals for print management options to address the County’s printing requirements due for a lifecycle replacement, as further described in Part 4 – RFP Particulars – Section 4.1 (the “Deliverables”).

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.

For the purposes of this procurement process, the “Parkland County Contact” shall be:

Parkland County Contact: Terry-Lynn Heritage, Procurement Assistant

Email: theritage@parklandcounty.com

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with Parkland County for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is Parkland County’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one (1) legal entity. The term of the agreement is to be for a period of five (5) years with an option in favour of Parkland County to extend the agreement on the same terms and conditions for up to two (2) additional single year terms. It is anticipated that the agreement will be executed on or around June 1, 2018.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

Parkland County makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. Parkland County may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

2.1.1 Timetable

Issue Date of RFP	February 16, 2018
Non-Mandatory Site Visit	February 28, 2018 at 10:00 hrs local time
Deadline for Questions	March 16, 2018 at 16:30 hrs local time
Deadline for Issuing Addenda	March 22, 2018
Submission Deadline	March 30, 2018 at 14:00:00 hrs local time
Rectification Period	Five (5) Business Days from notification of Rectification
Anticipated Date for Issuance of Invitation to Commence Negotiations	April 16, 2018

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

Proponents are advised that a Non-Mandatory Site Visit will be held Wednesday, February 28, 2018 starting at 10:00 a.m. at Parkland County Centre (located at 53109A Hwy 779, Parkland County, Alberta) to view the existing equipment footprint, units for trade-in, and confirm electrical requirements. The Non-Mandatory Site Visit will involve equipment for Parkland County Centre and the County Services Building locations only. Additional locations will not be visited, however, there will be an opportunity for proponents to ask questions concerning equipment at these locations. NOTE: Proponents must notify Parkland County via email at theritage@parklandcounty.com by February 26, 2018 if they plan to attend the Non-Mandatory Site Visit. This will be the only opportunity for proponents to meet with Parkland County staff.

Proponents can reach Parkland County Centre by travelling west on Highway 16, taking the Highway 779 overpass and proceeding south (by turning left) for approximately 1 km. Parkland County Centre is on the left (east) side of the road.

2.1.2 Proposals Should Be Submitted in Prescribed Manner

All Proposals 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: Manager, Procurement Services
RFP No. P180123IN**

Proponents should submit **one (1)** original, **three (3)** hard copies and one (1) electronic copy in pdf or Microsoft Word format on a CD or USB drive in a sealed package. Proposals sent by facsimile or e-mail will not be accepted.

Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

2.1.3 Proposals Should Be Submitted on Time at Prescribed Location

A proponent may, at its option, email the Parkland County Contact prior to the Submission Deadline with delivery details and anticipated arrival time of its response. In the event a response does not arrive as scheduled, the County may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their responses. The Submission Deadline shall be deemed to be adjusted accordingly for the purpose of accepting those responses. For the purposes of this Section, "Business Day" means any working day between 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive, but excluding statutory and other holidays that the County has elected to be closed for business. Responses received after the Submission Deadline, without prior email notification as detailed above, will be rejected.

2.1.4 Amendment of Responses

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

2.1.5 Withdrawing Proposals

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

2.2 Stages of Proposal Evaluation

Parkland County will conduct the evaluation of proposals in the following three (3) stages:

2.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that Parkland County issues its rectification notice to the proponent.

2.2.2 Stage II

Stage II will consist of a scoring by Parkland County representatives of each qualified proposal on the basis of the rated criteria in accordance with Section 2.4 (Stage II – Rated Criteria). Proponents may submit more than one option, which the County will evaluate individually.

2.2.4 Stage III

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed. Proponents should refer to the Rate Bid Form in Appendix C and Section 2.5 (Stage III - Evaluation of Pricing).

2.2.5 Cumulative Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest ranking proponent(s) may be invited to participate in an interview at Parkland County offices. Additionally, proponents may be required to provide an Equipment demonstration at a mutually agreeable location. Proponents are to ensure that the individual identified as the project lead in their submission is in attendance during the interview. Scores may be adjusted following the interview process and the highest scoring proponent will be selected for contract negotiations in accordance with Part 3.

2.3 Stage I - Mandatory Requirements, Submission and Rectification

2.3.1 Submission and Rectification Period

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

2.3.2 Mandatory Forms

Each proposal must include the following forms:

- (a) **Submission Form (Appendix B)** completed and signed by an authorized representative of the proponent.
- (b) **Rate Bid Form (Appendix C)** completed according to the instructions contained in the form.
- (c) **Reference Form (Appendix D)** completed according to the instructions contained in the form.

2.3.3 Other Mandatory Requirements

Not applicable.

2.3.4 Rectification Period

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

2.4 Stage II – Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

Rated Criteria Category	Points Scale	Minimum Threshold	Weighting (Points)	Maximum Points
Stage II				
Corporate Profile, Experience and References	0 to 5	3	X 2	10
Proposed Equipment Features and Capabilities	0 to 5	3	X 4	20
Cost Per Copy Program	0 to 5	3	X 4	20
Warranty and Performance Guarantee for Proposed Equipment	0 to 5	3	X 2	10
Work Plan and Project Schedule (Sequencing)	0 to 5	2	X 1	5
Proposal for Optimization and Value Added Services	0 to 5	n/a	X 3	15
Stage II Total Points				80
Pricing	n/a	n/a	n/a	20
Total Points				100

Scoring shall be awarded on a scale of 0 to 5 as outlined in the table below. Partial scores or scores not defined below will not be used. Points will be assigned for each applicable criteria based on the information

provided in the submission response. Points could be modified, depending upon reference checks, and other independent information subsequently received and confirmed.

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:

2.4.1 Corporate Profile, Experience and References

This criterion will be evaluated as follows:

- (a) Demonstrated corporate suitability for providing the services relative to this RFP;
- (b) Proponents experience providing similar deliverables as described in this RFP;
- (c) Corporate Structure and identification of Account Representative(s);
- (d) Proponents knowledge, skills and expertise in the following areas:
 - Multifunction printer and copier delivery, installation and support;
 - Cost per program delivery and support;
- (e) Review and acceptance of the terms and conditions outlined in Appendix A Form of Agreement; and
- (f) References, preferably from municipal government or public sector clients, for services provided similar to those requested in this RFP in the last five (5) years.

2.4.2 Proposed Equipment Features and Capabilities

This criterion will be evaluated as follows:

- (a) Demonstrated ability of proposed equipment to match or exceed existing equipment functionality;
- (b) Technologies associated with the proposed equipment;
- (c) Energy efficiency rating information for the proposed equipment;
- (d) Equipment orientation and training for County Staff following commissioning of new equipment; and
- (e) Additional functionality of proposed equipment.

2.4.3 Cost Per Copy Program

This criterion will be evaluated as follows:

- (a) Details concerning proposed support services and response times;
- (b) Consumables included and excluded in the proposed Cost Per Copy Program;
- (c) Maintenance and repair included in the proposed Cost Per Copy Program; and
- (d) Environmental sustainability of the Cost Per Copy Program including ink and cartridge recycling options.

2.4.4 Warranty and Performance Guarantee

This criterion will be evaluated as follows:

- (a) Warranty details for all proposed equipment; and
- (b) Performance Guarantee for proposed equipment and process for escalating equipment malfunction and replacement.

2.4.5 Work Plan and Project Schedule

This criterion will be evaluated as follows:

- (a) Work Plan including the identification of proposed tasks, project milestones, and deliverables for those milestones in accordance with the timelines stated for project completion;
- (b) Sequencing of tasks and project deliverables; and
- (c) Expected meetings with and involvement of Parkland County staff.

2.4.6 Proposal for Optimization and Value Added Services

This criterion will be evaluated as follows:

- (a) Print assessment and suggestions for optimizing Equipment (i.e., replacement, repurpose, etc.);
- (b) Identification of units to be replaced and those to remain in service;
- (c) "Print as a service" options that are proven to be more cost effective and efficient;
- (d) Value added services offered by the proponent that are included in the pricing proposal and are no additional cost to the County; and
- (e) Identified benefits or deliverables stemming from value added services.

2.5 Stage IV – Evaluation of Pricing

Proponents should review and complete the Schedule I Excel worksheet in accordance with the instructions in Appendix C – Rate Bid Form.

Pricing will be scored based on a relative pricing formula using the rates set out in the Schedule I for the initial Equipment replacement and cost per copy program fees for a five (5) year period.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 \times 100 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 \times 100 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 \times 100 = 50\%$).

Lowest rate
----- x Total available points = Score for proposal with second-lowest rate
Second-lowest rate

Lowest rate
----- x Total available points = Score for proposal with third-lowest rate
Third-lowest rate

And so on, for each proposal.

2.6 Tie Score

In the event of a tie score, the selected proponent will be the highest scoring proponent in the rated criteria excluding price.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 County's Information in RFP Only an Estimate

Parkland County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

3.1.4 Proponents Shall Bear Their Own Costs

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

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

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

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

3.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If Parkland County, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Parkland County. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If 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 proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. Parkland County may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

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

3.2.6 Proposal to Be Retained by Parkland County

Parkland County will not return the proposal or any accompanying documentation submitted by a proponent.

3.2.7 Litigation

Pursuant to Parkland County *Policy AD-035 – Legal Action Commenced against the County*, suppliers who have initiated legal proceedings against Parkland County are ineligible to submit a proposal in response to this RFP. For further information, please contact the Parkland County Contact.

3.3 Negotiations, Notification and Debriefing

3.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 2 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with Parkland County.

3.3.2 Timeframe for Negotiations

Parkland County intends to conclude negotiations with the top-ranked proponent within thirty (30) days commencing from the date Parkland County invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

3.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of Parkland County or the proponent. Negotiations may include requests by Parkland County for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Parkland County for improved pricing from the proponent.

3.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between Parkland County and the selected proponent.

3.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, Parkland County may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form

(Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Parkland County may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, Parkland County may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until Parkland County elects to cancel the RFP process.

3.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between Parkland County and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

3.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Parkland County Contact and must be made within thirty (30) days of notification of award.

3.4 Prohibited Communications and Confidential Information

3.4.1 Prohibited Proponent Communications

The proponent 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 B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

3.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Parkland County Contact.

3.4.3 Confidential Information of County

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

- (d) is the sole property of Parkland County and must be treated as confidential;
- (e) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (f) must not be disclosed without prior written authorization from Parkland County; and
- (g) shall be returned by the proponents to Parkland County immediately upon the request of Parkland County.

3.4.4 Confidential Information of Proponent

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

3.4.5 Inappropriate 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, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Parkland County, that constitutes a Conflict of Interest. Parkland County may also disqualify a proponent for any conduct, situation or circumstance that constitutes a Conflict of Interest in respect of this RFP process, as solely determined by Parkland County. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

3.5 Procurement Process Non-binding

3.5.1 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 RFP 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 proponent nor Parkland County shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

3.5.2 No Contract until Execution of Written Agreement

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

3.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

3.5.4 Disqualification for Misrepresentation

Parkland County may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

3.5.5 References and Past Performance

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

3.5.6 Cancellation

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

3.6 Governing Law and Interpretation

3.6.1 Governing Law

The terms and conditions in this Part 3 – Terms and Conditions of the RFP Process (a) are included for greater certainty and are 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]

PART 4 – RFP PARTICULARS

4.1 The Deliverables

4.1.1 Purpose

The purpose of this RFP is to secure a qualified vendor to provide a print management solution that includes the replacement of the County's existing printer, multifunction printer and photocopier units (the "Equipment") and provision of a cost per copy program to support the Equipment once installed. The current Equipment is of varying ages and is currently used in multiple County facility locations as set out in Schedule II - Printer Specifications.

It is paramount to Parkland County to partner with a trusted and responsive vendor that will provide ongoing support and technical expertise as needed.

4.1.2 Background

Parkland County has an aging fleet of printers and copiers, most of which are more than five (5) years old. These devices are becoming unreliable, requiring more frequent maintenance and repairs, and print quality is beginning to decline. The County has completed renovations in multiple facilities, resulting in the relocation of departments and users, and will be looking for optimization strategies for equipment placement and quantities. Parkland County is seeking a solution that allows Equipment maintenance and repairs to be handled by the successful proponent, freeing up internal County resources.

4.1.3 Scope of Work

The scope of work includes the following:

- Managed print assessment to determine Equipment needs including review of existing printing capabilities and Equipment usage and functionality;
- Recommendations for the Equipment replacement;
- Consolidation of Equipment in locations where it makes sense to do so. Proponents should note those situations where they recommend consolidation as an option for optimization in their proposal;
- Provide a cost per copy program for all Equipment; and
- Provide on-going maintenance and support for all Equipment.

Proposals shall include the proposed Equipment, pricing for the acquisition or purchase of future Equipment, and details of the cost per copy program. The cost per copy program is expected to include service contracts and all necessary supplies with the exception of paper. Proposals shall also address support service levels and maintenance for the Equipment as well as moves, additions, changes or replacements of such Equipment throughout the duration of the contract.

The County will consider a replacement option as "printing as a service" where the Equipment is provided under the cost per copy program and included in the cost per copy rate. In this option, the successful proponent would own and maintain the Equipment. "Printing as a service" proposed options shall include new Equipment.

4.1.4 Recommended Equipment Replacement Strategy

Proponents are to make recommendations relative to optimizing the replacement of the County's existing Equipment based on current volumes, location and cost management. Detailed device specifications including manufacturer, model, location and average monthly usage (black and colour) for each existing device is provided in Schedule II – Printer Specifications. Proposals are to include:

- recommendations for the replacement of each piece of Equipment 5 years or older;
- strategy for existing Equipment less than 5 years old;
- device specifications and manufacturer documentation for proposed replacement Equipment;

- removal or movement (repurposing) of the existing Equipment; and
- supply and installation of the new Equipment at various Parkland County locations.

4.1.5 General Equipment Requirements

The existing Equipment on Schedule II can generally be broken down into three (3) categories that include the following functionality:

1. Standalone Printers:
 - Black and white printing
 - Handling of letter and legal size paper
 - Typically used for specialty printing (carbon paper, cheques, labels, etc.)
 - By-pass trays
2. Multifunction Printers:
 - Colour printing
 - Handling of letter, legal and ledger size paper
 - Capable of label printing
 - Capable of handling paper with up to 30% post-consumer recycled content
 - Duplex copying, scanning and printing
 - Finishing options (collate, stapling, hole punching, etc.)
 - By-pass trays
 - Scan-to-email for multifunction printers and copiers
 - E-fax and fax send / receive (pdf faxing) for photocopiers
 - Scan to pdf and scan OCR for photocopiers
3. Photocopiers:
 - Colour printing and copying
 - Handling of letter, legal and ledger size paper
 - Capable of label printing
 - Capable of handling paper with up to 30% post-consumer recycled content
 - Duplex copying, scanning and printing
 - Finishing options (collate, stapling, hole punching, etc.)
 - By-pass trays
 - Scan-to-email for multifunction printers and copiers
 - E-fax and fax send / receive (pdf faxing) for photocopiers
 - Scan to pdf and scan OCR for photocopiers
 - Account (user) code capability including confidential printing

Paper capacities and finishing features are to mirror the existing fleet functionality and add potential enhancements where possible. Proponents are to provide details in their proposal that outline features and benefits of the models being proposed as well as how software upgrades are handled.

Parkland County will not accept Equipment that is classified as remanufactured, refurbished, rejuvenated, restored, updated, or like new. The models proposed must be available at the time of proposal submission.

The successful proponent will be required to provide a manufacturer's user manual, a quick reference user guide, and on-site training for each Equipment unit purchased. Proposals are to indicate the amount of time allotted per Equipment unit for on-site training for end users.

4.1.6 Service Requirements

- a) Proponents are to identify a dedicated Account Manager or Representative who will act as the primary point of contact for all matters relevant to the Equipment and Service and Support Agreement.
- b) In addition to addressing warranty and service details for each proposed Equipment unit, proponents will be required to provide a "Performance Guarantee" for replacement of unreliable Equipment at no cost to Parkland County. This written Guarantee must accompany the proposal and indicate how the Equipment performance will be measured.
- c) Proposals shall also include the average down time for each proposed Equipment unit as well as the service time required to conduct scheduled maintenance. In addition, proponents are to identify components most commonly replaced, frequency, and the associated downtime for their replacement.
- d) Proponents are to provide a copy of their Service Level Agreement, associated costs, and identify what is and is not included under this Agreement. The proponent shall supply complete details and costs for services not covered under the Service Agreement.
- e) Proposals must include details of available service to address connectivity issues (IT related) and repair / maintenance services. In addition, a dedicated customer help desk with a toll-free number is required for IT to request assistance with network and connectivity issues and to allow end users to directly request repair, maintenance and supplies.
- f) Certified, trained technicians must perform all maintenance on the Equipment. Proponents shall identify who will provide on-site service (i.e., proponent or subcontracted service provider). Average time between service call and service technician arrival must be no greater than one (1) business day. Equipment must be repaired within one (1) business day.
- g) Copies produced while the unit(s) are being serviced are not to be charged to Parkland County's account. Service technicians must record beginning and ending page counts when performing service and the adjustment shall be reflected by unit on monthly invoices.
- h) Proponent is to address how they will provide any Equipment moves, additions, changes, or replacements that may be required by Parkland County during the contract term.

4.1.7 Methodology

The proponent should propose an approach and recommended timeline to coordinate the replacement of Equipment. The Equipment will be replaced using a phased approach to minimize disruption to Parkland County staff.

4.1.8 Responsibilities and Commitments

Proponents shall clearly identify Parkland County responsibilities and vendor responsibilities. The County may require the assistance of the successful proponent with driver installation. The selected vendor shall coordinate with the County's IT department to develop a schedule prior to delivery and installation. The County will be responsible for the review and acceptance the Equipment following installation and commissioning.

4.2 Material Disclosures

The material disclosures that apply to this RFP are set out below.

4.2.1 Alberta Worker's Compensation Board (WCB)

A current Alberta WCB Letter of Clearance should be included in the proposal as evidence of such coverage and confirmation that the proponent's account is in good standing. If the proponent does not have such coverage in place, the proponent will be required to obtain it within ten (10) days' upon receiving notice of the intent to award.

4.2.2 Proof of Insurability

Proponents shall provide proof of insurability from a licensed insurer in accordance with the minimum requirements and limits set out in Appendix A. If the proponent does not have such coverage in place, the proponent will be required to obtain it within ten (10) business days' upon receiving notice of the intent to award.

4.2.3 No Guarantee of Volumes

The existing Equipment information provided in Schedule II – Printer Specifications is intended to inform proponents of the current Equipment used in Parkland County facilities. Although each location will require printing capability, the County reserves the right to adjust quantities depending on the proposals submitted.

4.2.4 Equipment Replacement

Proponents should note that the County's intent is to optimize Equipment and implement a more cost effective approach and not necessarily to replace all Equipment identified in Schedule II. Based on the proponent's optimization plan, replacement options should be provided for Equipment older than 5 years, and the replacement or repurpose of existing Equipment that is less than 5 years old. Replacement of Equipment less than 5 years old will be considered on a case by case basis.

4.2.5 Trade-In Option

Parkland County would like to obtain trade in or salvage options on its existing fleet that the vendor proposes to replace. Trade in or salvage values are to be provided on Schedule I – Rate Bid Form must include the removal and secure disposal of memory or hard drives, if applicable. A certificate of destruction will be required.

4.2.6 Locations

The Contractor will provide services to the following locations:

- **Parkland County Centre (and adjacent Annex building)**
53109A Hwy 779, Parkland County, AB
- **Parkland County's County Services Building**
(2nd Floor only accessible by stairs)
2700 - 48 Street, Stony Plain, AB
- **Acheson Fire Station**
53115 Range Road 263A, Acheson, AB
- **Agriculture Services Building**
4635 – 47 Avenue, Stony Plain, AB
- **Parkland Village Fire Hall**
#18, 53222 Range Road 272, Spruce Grove, AB
- **Parkland County Transfer Station**
52514 Range Road 11, Parkland County, AB
- **Tomahawk Public Works Building (and adjacent Fire Hall)**
4902 – 50 Avenue, Tomahawk, AB
- **Entwistle Pool**
4916 – 51 Street, Entwistle, AB

- **Wabamun Fire Hall**
5124 – 53 Avenue, Wabamun, AB

Delivery of the Equipment will be coordinated through Parkland County Information Services. All Equipment shall be fully commissioned and tested by the successful proponent. An initial equipment orientation will be required for end users immediately following commissioning. Additional training may be required throughout the duration of the contract.

The vendor is responsible for removal of existing equipment, delivery, unpacking, setup, installation, testing and removing packing materials from Parkland County's premises.

4.2.7 Project Schedule

Parkland County anticipates project start up following award and contract execution beginning with a managed print assessment followed by Equipment replacement within 6 – 8 weeks from first installation. Proponents are to provide a project schedule relative to Equipment replacement based on this timeframe.

4.2.8 County Network Topology

All new Equipment must be compatible with Parkland County's network topology. Equipment must meet the following network related requirements:

- Network capable.
- Compatible with Server Message Block (SMB-3) network file sharing protocol.
- Kerberos is the preferred computer network authentication protocol.
- Capable of integrating with Active Directory.
- Drivers must be compatible with Windows 7 & Windows 10.
- Drivers must be compatible with Server 2012 R2 & Server 2016 both running 64-bit.
- Parkland County also has an IBM iSeries AS/400 server, and MFP devices need to be compatible.
- Scan-to-network and scan-to-email functions must exist solely in the MFP hardware without client software required for each workstation.
- E-fax capability is preferred.

4.2.9 Inspection of Goods and Services

All goods and services provided shall be new, free from defects, fit for the intended use and are subject to the County's inspection.

4.2.10 Green Philosophy

It is Parkland County's intent to minimize 'carbon footprint' by implementing solutions that will lower power consumption and waste. Proponents are to highlight all green features for the proposed units.

For each proposed unit, proponents are to provide detailed information related to power requirements for operating and standby modes. Proposed units must be Energy Star compliant. In addition, proponents are also to provide details on how consumables are handled (e.g. toner requests, waste toner containers, recycling used toner cartridges, etc.). Proposals shall also include drum yield for each proposed unit. A program must be in place for the regular collection of used toner cartridges and containers.

The selected proponent will be required to provide Safety Data Sheets (SDS) for consumables for the Equipment upon receiving notice of the award from the County.

4.3 Proposal Format

Proposals shall contain the following and should be organized in the following format using the sequence provided below to facilitate evaluation and to ensure each proposal receives full consideration.

4.3.1 Letter of Transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the proponent.

4.3.2 Executive Summary touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and costs.

4.3.3 Brief Corporate Profile which includes organization size, structure, location, affiliates, and number of staff, company's history. Additionally, the number of years in operation and number of years providing similar services.

4.3.4 Related Experience and Expertise listing the proponent's related experience and expertise with similar projects within the past five (5) years. The list shall be chronologically ordered, starting with the most recent.

4.3.5 Dedicated Team details should include the following:

- An organization chart indicating how the proponent will structure their proposed equipment replacement team;
- A full description of each team member's involvement in providing the Deliverables;
- A resume or staff profile that lists training, certifications, and related experience on similar contracts;
- Proposed account manager with a minimum of five (5) years' experience managing similar contracts; and
- Address the capacity and commitment of the team members.

4.3.6 Understanding and Response to Requirements detailing the organization's ability to satisfy, at minimum, all aspects of the project as outlined in this RFP. In addition, proponents are required to review, in detail, Appendix A - Form of Agreement, to ensure that obligations and requirements under this section are also met.

4.3.7 Work Plan and Project Schedule for completing the scope of work for this RFP in accordance with the timelines identified in Section 4.2.7 Project Schedule. Proponents are to include proposed timelines for required meetings with Parkland County staff to review project status and deliverables. Proposals should indicate anticipated meeting frequency and length.

4.3.8 Pricing

Pricing information is to be provided based on a five (5) year contract term and should reflect a total cost of ownership. Proponents are also to include pricing for future Equipment acquisition, if applicable, based on the same equipment and functionality proposed for the initial equipment replacement.

4.3.9 Value Added Services that the proponent can offer to the project should be clearly outlined in the proposal and at no additional cost to the County. Some examples of value added services are:

- Proven solutions or recommended approaches that could be considered.
- Identification of potential risks and plans to mitigate.
- Cost saving measures that may be considered for the Deliverables described in this RFP.

4.3.10 Mandatory Forms must be included in the proposal as follows:

- Submission Form (Appendix B) completed and signed by an authorized representative of the proponent;
- Rate Bid Form Form (Appendix C – Schedule I) completed; and
- Reference Form (Appendix D) completed.

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement for Goods and Services covered in this RFP, and to be executed between Parkland County and the successful proponent, is attached hereto as Appendix “A” to this RFP and is subject to change from time to time. Although the final wording of the provisions may be subject to negotiation, proponents should be prepared to enter into an Agreement to include the provisions as described in Appendix “A”.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

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

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Parkland County and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Rate Bid Form	
Reference Form	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

4. Non-binding Price Estimates

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

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by Parkland County prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Parkland County in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

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

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

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of 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:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

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

7. Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title of Proponent Representative

Date: _____

I have authority to bind the Proponent

APPENDIX C – RATE BID FORM

Proponents should complete attached Schedule I – Pricing Form as instructed below:

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately; and
- (b) Rates quoted by the proponent shall be an all-inclusive fee and shall include all labour and material costs, all insurance costs, including any and all other overhead, including any fees or other charges required by law. The proponent is responsible for removal of existing equipment, delivery, unpacking, setup, installation, testing and removing packing materials from Parkland County's premises.
- (c) In the case of "Print as a Service" Equipment, the costs for removal and return of the Equipment units at the end of the contract term and secure disposal of the hard drives shall be included in the proposal.
- (d) Proponents are also to provide an option to the County to purchase future hardware based on the Equipment units and functionality proposed.

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last five (5) years. The references should be from municipal government or public sector clients.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

GOODS AND FIELD SERVICE AGREEMENT

<p>PARKLAND COUNTY a municipal corporation formed pursuant to the Municipal Government Act, R.S.A. 2000 c. M-26.1, of the province of Alberta (the, "County")</p>	<p>a corporation formed pursuant to the laws of the Province of Alberta (the "Contractor")</p>	<p>Contract No.: Contract Date:</p>
<p>53109A Hwy 779 Parkland County, Alberta Canada T7Z1R1 Phone: (780) 968-8408 Fax: (780) 980-8413 E-mail: (the "Address")</p>	<p>Phone: Fax: E-mail: (the "Address")</p>	<p>Term: Scheduled Start Date:</p>
<p>(the "County's Representative")</p>	<p>(the "Contractor's Representative")</p>	<p>Scheduled Completion Date/Delivery Date:</p>
<p>The Contractor and the County agree as follows: The Contractor shall, in accordance with the terms and conditions as set out in this Contract, perform all work and provide all services, supervision, equipment and materials required for the successful and safe completion of the work described in the Work Specification section set out below (the "Work"), at or to: (the "Work Site").</p>		
<p>"Contract" means this agreement which includes this page, any documents or schedules referenced in the Work Specification or Contract Price sections set out below and the Goods and Field Service Contract Terms and Conditions attached hereto. In the event of a conflict between the terms and conditions on this page or the Contract Terms and Conditions and any documents referenced in the Work Specification or Contract Price sections set out below, the terms and conditions on this page and the Goods and Field Service Contract Terms and Conditions shall govern.</p>		
<p>WORK SPECIFICATION:</p>	<p>CONTRACT PRICE:</p>	
<p>The scope of Work shall be: See Schedule "A" as set out and attached hereto.</p>	<p>The Contract Price shall be: See Schedule "A" as set out and attached hereto.</p> <p>1. The Contractor shall invoice for the completed Work on a monthly basis; or as otherwise agreed. Invoices shall (a) reference the Field Service Contract No., (b) Purchase Order Number, (c) be accompanied by any original supporting documentation for the County, (d) be sent to the County via e-mail to accountspayable@parklandcounty.com and marked "Attention: Accounts Payable", and (e) separately set out any applicable goods and services tax or sales tax amounts. Invoices submitted each month will be paid on a net thirty-day basis (after receipt of invoice together with supporting documentation and Purchase Order Number) at the Contractor's address shown above, subject to retaining any minimum holdback required by law or pursuant to the terms of this Contract. This Contract is in Canadian dollars ("Cdn").</p>	
<p>Authorized County Signature:</p>	<p>Authorized Contractor Signature:</p>	<p>2. Contract Price shall not exceed \$ without prior written authorization of the County's Representative.</p>
<p>By: Print Name and Title</p>	<p>By: Print Name and Title</p>	
<p>Date:</p>	<p>Date:</p>	
<p></p>	<p></p>	

GOODS AND FIELD SERVICE CONTRACT TERMS AND CONDITIONS

**ARTICLE 1
SUBCONTRACTS**

- 1.1 The Contractor shall not subcontract any part of the Work except as provided for under the terms of the Contract or as the County, in its sole discretion, agrees to in writing.
- 1.2 The Contractor shall include a clause in all subcontracts giving the Contractor the right to audit in accordance with Article 5.

**ARTICLE 2
CHANGES AND COUNTERPART EXECUTION**

- 2.1 To be effective, any change to this Contract must be by way of written amendment signed by both parties.
- 2.2 This Contract, and any amendment hereto, may be executed in one or more counterparts, each of which shall be deemed an original, and shall become a binding agreement when each of the parties hereto shall have executed and delivered a counterpart of this Contract or amendment, as the case may be, to the other party. Each party further agrees that the delivery of any such executed counterpart by way of facsimile or e-mail transmission to the other party at the applicable facsimile number or e-mail set out on page one of this Contract, shall be deemed acceptable delivery.

**ARTICLE 3
LIENS**

- 3.1 If at any time there should be evidence of any lien or claim for which the County might become liable and which is attributable to the Contractor, the County shall have the right to retain out of any payment to the Contractor an amount sufficient to completely indemnify the County against (i) such lien or claim, and (ii) any costs incurred by the County, including legal fees on a solicitor and client basis, in relation to any such lien or claim. To the extent that retained amounts are insufficient to indemnify the County, the Contractor will indemnify, defend and hold the County harmless from and against any liens, claims, security interests or encumbrances related to the Work.
- 3.2 If requested by the County, prior to payment of any invoice submitted by the Contractor to the County, the Contractor shall submit to the County such information, documents or other materials as may be required by the laws or customs of the jurisdiction(s) in which the Work is located in order to protect the County from mechanic's or similar liens or claims.

**ARTICLE 4
TAXES, DUTIES AND WITHHOLDING**

- 4.1 The Contractor shall be solely liable for and pay at its own expense when due, all taxes and duties whatsoever imposed by reason of the Work to be performed by the Contractor, except for sales taxes (including Provincial sales tax and goods and services tax) required by law to be collected by the Contractor from the County. The Contractor must state on each invoice the Contractor's goods and services tax registration number and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable for the purpose of the goods and services tax.
- 4.2 Where the Contractor is a non-resident of Canada, the County may be obligated by law to withhold an amount on the value of the Work rendered in Canada. Where it has such an obligation, the County will withhold

the required amount from the Contract Price to be paid to the Contractor and remit it to the Canada Customs and Revenue Agency as required, unless the Contractor provides to the County a valid exemption certificate or waiver from withholding prior to performing the Work in Canada.

ARTICLE 5 AUDIT ACCESS

5.1 The Contractor shall keep and cause its subcontractors to keep, in accordance with generally accepted accounting practices, books, records and accounts pertaining to performance of the Work, necessary for an accurate audit.

5.2 For the purpose of verifying that service or materials were delivered to the County and that charges were properly made in accordance with the terms of this Contract or for verifying the Contractor's compliance with this Contract, including matters relating to Article 9, the County shall have access at all reasonable times to files, data, correspondence, computer files, books and accounting records relating in any manner to the Work rendered by the Contractor under the Contract for a period of two (2) years following completion of the Work. In any permitted subcontract, the Contractor shall include terms allowing the County the same audit access with respect to any permitted subcontractors. The Contractor and subcontractor will allow the County to make copies of all documentation set out in this Section 5.2.

5.3 If an audit indicates errors in the Contractor's invoices, the Contractor shall make appropriate invoice adjustments and promptly refund overpayments to the County.

ARTICLE 6 INSPECTION OF WORK

6.1 The County or its representatives shall be entitled to inspect the Work at all reasonable times during regular business hours, or at a mutually agreeable time after regular business hours. The Contractor shall provide the County with access and sufficient, safe and proper facilities for inspection of the Work by the County.

ARTICLE 7 COMPLIANCE WITH LAW AND WORKER'S COMPENSATION

7.1 The Contractor and its subcontractors shall comply with and observe all applicable laws, regulations and orders of any proper authority having jurisdiction over the Work.

7.2 The Contractor shall maintain accounts as an independent contractor and shall at all times pay or cause to be paid any assessment or contribution required to be paid pursuant to the Workers' Compensation Act or Ordinance of the Province in which Work is performed. If the Contractor fails to do so, the County, in addition to any other rights available under contract or by law, may retain the amount of any assessment from any payment due, or that may become due, to the Contractor. Before the Scheduled Start Date of the Contract, and thereafter upon request by the County's Representative, the Contractor shall provide the County's Representative with evidence that the Contractor is in good standing under the Worker's Compensation legislation of the Province in which Work has been or will be performed.

ARTICLE 8 DEFICIENT WORK

8.1 If any services, equipment, materials or workmanship furnished by the Contractor is defective or any aspect of performance of the Work is deficient, the County may in its sole discretion by notice:

- 8.1.1 Require the Contractor to promptly remedy the defect or deficiency;
- 8.1.2 Suspend or terminate any part of the Work;

- 8.1.3 Do both of the foregoing; or
- 8.1.4 Terminate the Contract.

The cost to remedy such defects or deficiencies and any additional costs resulting therefrom shall be paid by the Contractor and may be retained by the County from any amount payable to the Contractor.

**ARTICLE 9
SUSPENSION AND TERMINATION**

9.1 The County, may, at any time, suspend or terminate any part of the Work or terminate the Contract, for any reason whatsoever immediately upon giving notice to the Contractor.

9.2 In the event of early termination of either a part of the Work or the entire Contract, except where such early termination is pursuant to Article 9 or as a result of the Contractor's breach of the Contract, the Contractor shall be entitled to full payment for any Work done by the Contractor up to the effective date of such early termination. Except as provided herein, the Contractor shall not be entitled to any further payment of any sort or nature including any payment on account of loss of anticipated profit as a result of the suspension or early termination of any part of the Work or early termination of the Contract.

**ARTICLE 10
TERMINATION OF CONTRACT**

10.1 This Contract may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

- 10.1.1 should the Contractor be adjudged bankrupt, or become insolvent, the County may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract by giving the Contractor or their receiver or their trustee in bankruptcy, written notice;
- 10.1.2 at any time upon notice for a breach of the terms and conditions of this Contract by either party;
- 10.1.3 at any time following the failure of the Contractor to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;
- 10.1.4 Contractor is in material breach of this Contract and such breach has not been cured within five (5) days of the written notice thereof from the County, or such other period of time as the County may agree to in writing;
- 10.1.5 upon fifteen (15) consecutive day's written notice to the Contractor from the County during the term of this Contract, whereupon the County shall pay to the Contractor any fees and expenses due to the effective date of cancellation but not thereafter; and
- 10.1.6 as otherwise provided in the Contract.

10.2 The County's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Contract.

**ARTICLE 11
WARRANTIES AND GUARANTEES**

11.1 The Contractor warrants and guarantees that all Work will be free from defects in workmanship and materials. The Contractor shall remedy, at the Contractor's sole cost, any defects in the Work, provided the Contractor is notified by the County of such defect within two (2) years from the later of the date of acceptance or termination of the Work. For apparatus, material, and accessories not manufactured by the Contractor, the Contractor shall obtain such warranties and guarantees as are available from the manufacturers. These shall extend over the longest possible period but shall not be less than one (1) year after the later of acceptance or termination of the Work.

11.2 The Contractor shall perform the Work as required in this Contract:

- 11.2.1 using the care, skill, and diligence normally applied by licensed contractors in the performance of work similar to that contemplated hereunder, and in accordance with sound construction practices and generally accepted professional standards, and all applicable requirements of the County;
- 11.2.2 in accordance with all applicable industry standards and construction standards and codes;
- 11.2.3 in accordance with the provisions of this Contract, and in conformity with the Work Specification; and
- 11.2.4 by providing materials and equipment which are new, of good and merchantable quality suitable for their intended use, and free of defects in design, engineering, materials, construction and workmanship and which are in conformity with the requirements of the above clauses of this Section.

**ARTICLE 12
TITLE**

12.1 The title to all Work completed or in the course of being provided and the title to all material and supplies (except tools, equipment and vehicles owned by or rented to the Contractor or its subcontractors) covered by the Contract shall belong to the County upon delivery to the County or upon payment by the County, whichever occurs first.

**ARTICLE 13
NOTICES**

13.1 Any notices given pursuant to the terms and conditions of this Contract shall be required or permitted to be given to a party under this Contract shall be in writing and either delivered personally served by way of ordinary pre-paid first class mail, courier, e-mail or by way of facsimile transmission, addressed as follows:

Parkland County
53109A Hwy 779
Parkland County, Alberta, T7Z 1R1
Korrine McKeage, Manager, Procurement Services
Email: kmckeage@parklandcounty.com
Telephone: (780) 968-8408
Facsimile: (780) 968-8413

(Company) _____
 (Address) _____
 (Address) _____
 (Name) _____ (Title) _____
 Email: _____
 Telephone: _____
 Facsimile: _____

or to such other address as to which any party may from time to time notify the other.

13.2 Any notice addressed by registered mail to the County or to the Contractor pursuant to this Section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is effected by facsimile or e-mail, then the notice will be deemed to be effected on the first (1st) business day following the date of which the facsimile or email was sent. Either party may change the particulars of its address for service as set out above by notice to the other party.

13.3 All notices required or permitted to be given to a party under this Contract shall be in writing and either delivered personally, mailed by registered mail, or sent by facsimile transmission to its respective address or fax number, as the case may be, listed on the first page of this Contract. Either party may change the particulars of its address for service, telephone and fax numbers listed on the first page of this Contract by notice to the other party.

**ARTICLE 14
 INSURANCE AND INDEMNITY**

14.1 Before commencing or performing the Consulting Services, 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.

14.2 The Contractor shall, at the Contractor's own expense, provide the County with the following insurance coverage on or before full-execution of this Contract and before commencement of any work, whichever is the earlier, resulting from this Contract:

14.3 The Contractor hereby agrees to indemnify and hold harmless, the County from and against all losses and expenses suffered or incurred by the County arising from or connected with any personal injury, disability or death, however caused, to any of the Contractor's employees to the extent not covered by workers compensation for any reason.

14.3.1 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 and (ii) "loss of use" in the definition of property damage.

14.3.2 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; and Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than two (2) million dollars (Cdn. \$2,000,000.00) inclusive, per occurrence.

14.3.3 Professional liability or professional errors and omissions liability insurance having a limit of not less than two (2) million dollars (Cdn. \$2,000,000.00) for protection from claims arising out of performance or non-performance of such Goods & Field Services or professional work caused by or arising from any error, omission or act of any member of the Field Services, per occurrence (where applicable).

14.3.5 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 naming Parkland County as "additional insured" and describing the insurance policies required pursuant to paragraph 14.3.1, 14.3.2 and 14.3.3 above. The Contractor shall provide the County with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of the property damage. These insurance policies 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.

14.4 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.

14.5 Each party (the "Indemnifying Party") shall be liable for and indemnify and save harmless the other party (the "Indemnified Party") from any and all actions, suits, claims and costs in respect of injury or sickness, disease or death of any person or loss of or damages to any property, which may be brought against the Indemnified Party by third parties including employees of said third parties and employees of the Indemnifying Party, which are directly related to or arise from (a) the breach or non-compliance with any term or provision of this Contract by the Indemnifying Party, or (b) any negligent act, omission, default or representation, reckless misconduct or willful misconduct of the Indemnifying Party that in any way relates to the Indemnifying Party's performance of its obligations under this Contract.

ARTICLE 15 PATENTS

15.1 The Contractor shall indemnify and save the County harmless from and against all claims and demands of every nature and kind relating to any infringement of copyright, trademark, or letters patent of invention by the Contractor.

ARTICLE 16 DELAY OR SUSPENSION OF WORK

16.1 The County shall have the authority to delay or suspend the Work, in whole or on part, for such period as the County may deem necessary, due to such conditions as are considered unfavorable for the prosecution of the Work or due to the failure of the of the Contractor to carry out orders given or to perform any provisions of the Contract. No such delay or suspension shall vitiate or void this Contract, or any part thereof, or any security or obligation for the performance thereof, nor shall the Contractor be entitled to make any claim for damages by reason thereof, or upon the Contractor receiving notice from the County's Representative requiring Contractor to resume the Work, Contractor shall not suspend the Work without the authority of the County's Representative.

**ARTICLE 17
INDEPENDENT CONTRACTOR**

17.1 The Contractor is an independent contractor, and all persons employed by the Contractor in connection with the Contract shall be its employees and not employees of the County in any respect.

**ARTICLE 18
CONTRACTOR'S PERSONNEL**

18.1 Upon request of the County, the Contractor shall furnish a list showing the names of all persons who will perform Work under the Contract. The County may refuse, in its sole discretion, a particular person admission to its Work Site. The Contractor shall require every person entering the Work Site to be identified by badges satisfactory to the County.

18.2 The Contractor agrees that it shall provide adequate and competent supervision and that it is fully qualified, staffed and equipped to perform the Work. The Contractor also acknowledges that the County, or other contractors, may carry out additional construction or operations not covered by the Contract at the Work Site and agrees it shall cooperate fully with the County or such other contractor in order to coordinate the performance of the Work with such additional construction or operations.

18.3 The Contractor acknowledges that the performance of the Work may involve a disturbance of the environment and the Contractor agrees, to the extent possible, to carry out the Work with as little disturbance of the environment as is reasonable and possible in the circumstances. The Contractor shall be fully responsible for any damage to the environment directly or indirectly resulting from the Contractor's operations in performing the Work and shall assume full responsibility for all costs associated with the restoration, re-vegetation and monitoring to ensure successful restoration and all other measures necessary to repair and compensate for any damage to the environment caused by the Contractor's operations in performing the Work. The Contractor hereby agrees to be liable for and shall indemnify and save the County harmless with respect to any claims, actions, losses, costs, penalties or expenses suffered or incurred by the County in respect of any hazardous or toxic materials found at the Work Site which are attributable to the Contractor in its performance of the Work.

**ARTICLE 19
FOIP POLICY**

19.1 In the event that the County provides any personal information to the Contractor for the completion of the Work identified above, or the Contractor gathers personal information from any employee/resident/customer under this Contract in order to complete the Work as stated in this Contract, the Contractor acknowledges that the legislation known as the Freedom of Information and Protection of Privacy Act and regulations, as amended (hereinafter referred to as "FOIP") applies to that personal information (has same meaning as in FOIP), and agrees that the Contractor will handle that personal information in accordance with the obligations of the County under FOIP:

19.1.1 The Contractor agrees that they will not collect personal information from any employee/resident/customer of the County except in connection with and for the purpose of providing the Work as identified in this Contract.

19.1.2 The Contractor shall maintain records of all information collected while providing the Work as identified in this Contract. Any and all records collected, created, maintained or prepared in the performance of this Work are hereby deemed to be under the control of the County irrespective of custody and shall be maintained by the Contractor in accordance with FOIP.

19.1.3 The Contractor shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Contractor under this Section, including without limitation, the protection of privacy of employees/residents/customers of the County.

**ARTICLE 20
OCCUPATIONAL HEALTH AND SAFETY**

20.1 The Contractor shall be responsible for the safety of workers on the Work Site in accordance with all Applicable Laws. "The Contractor shall be the general representative and agent to the County for the purposes of ensuring compliance with Applicable Laws relating to safety for both itself and subcontractors. The Contractor shall bring to the attention of subcontractors the provisions of the Occupational Health and Safety Act, R.S.A. 2000, c. O-2 (herein defined as "OH&S"). The Contractor acknowledges that it is the Prime Contractor for the purposes of OH&S Legislation and is aware of and accepts the added responsibilities that comes with that designation. "Prime Contractor" shall have the same meaning as in the Occupational Health and Safety Act, R.S.A. 2000, c. O-2 for the purposes of OH&S Legislation in the Province of Alberta.

20.3 The Contractor shall adhere to all applicable OH&S and Work Site safety standards. "Sites" shall have the same meaning as "Work Site" in the RFP as set out and attached hereto in Schedule "A". The County will require the Contractor to comply with the following OH&S requirements at minimum:

- 20.3.1 The Contractor shall ensure all applicable OH&S Legislation, County Safety Policies, and industry standards are readily available to all of the Contractor's Personnel and that all of the Contractor's Personnel are aware of and comply with the OH&S Legislation, County Safety Policies and industry standards.
- 20.3.2 The Contractor shall ensure that all personnel working for the Contractor complete an appropriate safety orientation and safety meeting prior to starting work and the Contractor is responsible for providing all other training that may be required.
- 20.3.3 The County shall have the right to monitor the Contractor's work processes and procedures to ensure compliance with safety standards and procedures.
- 20.3.4 The Contractor is required to take immediate action to correct unsafe practices or conditions when reported or observed.
- 20.3.5 Upon the occurrence of any incident arising from or during the performance of the Contract, 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 Exhibit A to this Contract, submit a report on the matter to a County Representative and to any government authorities as required by law.

20.4 Failure of the Contractor to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Contract.

**ARTICLE 21
ENVIRONMENTAL PROTECTION**

21.1 The Contractor's activities shall be conducted in compliance with all standards and all applicable statutes, regulations, bylaws, rules, declarations, directives and orders concerned with environmental assessment and protection as they may be amended, revised, consolidated or substituted from time to time.

**ARTICLE 22
GOVERNING LAW**

22.1 This Contract shall be construed in accordance with and be subject to the laws of the Province of Alberta, and the laws of Canada having application therein, without recourse to any laws governing conflict of laws.

ARTICLE 23 ARBITRATION

23.1 The Contractor and the County agree that any dispute arising out of, or connected in any way with this Contract shall be resolved and determined by a single arbitrator pursuant to the Arbitration Act (Alberta):

- a) in accordance with the Arbitration Rules of the Alberta Arbitration and Mediation Society; and
- b) at Edmonton, Alberta.

To the extent possible all disputes between the parties hereto will be consolidated and dealt within in a single arbitration proceeding. The parties hereto further agree that, unless this Contract is terminated in accordance with the provisions herein, they will continue to perform their respective duties and obligations under this Contract notwithstanding a dispute in respect of it has arisen or proceedings have been commenced to resolve the dispute under this provision.

ARTICLE 24 OWNERSHIP OF DRAWINGS

24.1 All drawings, specifications, computer data (USB Stick(s)) or other applicable tool(s) and other documents prepared by or made available to the Contractor under this Contract shall be the property of the County (herein defined as "Drawings"). Any and all Drawings shall be immediately returned upon termination or completion of this Contract, and in no event later than ten (10) consecutive days of termination or completion of this Contract, whichever is the earlier.

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 During the term of this Contract, it is acknowledged that the Contractor will have access to information ("Confidential Information") confidential to the business of the County and its affiliated or related entities. "Confidential Information" shall include, but is not limited to, financial and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used by or concerning the County and its affiliated or related entities, which is not publicly known (including the terms of the Contractor's retainer under this Contract and any information developed in conjunction with such retainer) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the County and its affiliated or related entities, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Contract, whether or not specifically described or marked as "confidential" and whether provided by the County or an authorized agent of the County.

25.2 The Contractor covenants and agrees that all Confidential Information disclosed to the Contractor shall (a) be kept in strict confidence by the Contractor, (b) not be used, dealt with or exploited for any purpose or purposes other than performing the Work, and (c) not be disclosed to any person or persons (other than the professional advisors of the Contractor, as required) for a period of five (5) years from the termination, expiration or cancellation of this Contract unless otherwise required by law.

25.3 The obligations of confidentiality set out above shall not apply to any Confidential Information which (a) is at the time of disclosure, or thereafter, becomes a part of the public domain through no violation of this Contract or any act or omission on the part of the Contractor (b) as confirmed by the written records of the Contractor, was in the Contractor's lawful possession prior to its disclosure to the Contractor by the County (c) was lawfully acquired by the Contractor through a third party which, to the best of the Contractor's knowledge, was not under an obligation of confidence to the County, and which third party was not in a contractual or fiduciary relationship with the County (d) is disclosed following the express written consent of the County to such disclosure, or (e) the Contractor is by law compelled to disclose.

25.4 The Contractor acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the County shall be entitled to injunctive relief in addition to any other remedy available at law or in equity in respect of any such breach.

**ARTICLE 26
PERMITS**

26.1 The Contractor shall obtain and pay for all permits required for the performance of the Work which are usual and necessary and agrees to observe and comply with any and all terms and conditions imposed upon it by any such permit.

**ARTICLE 27
SURVIVAL**

27.1 Sections 14.5, 19 and 25 shall survive upon termination or expiry of this Contract.

REF NO. P1801231N