



**Request for Pre-Qualifications**  
**For**  
**Executive Recruitment Services**

Request for Pre-Qualification No.: PQ190911HR

Issued: October 4, 2019

Submission Deadline: November 15, 2019 at 14:00:00 hrs local time

**Posted to:** Alberta Purchasing Connection at [www.purchasingconnection.ca](http://www.purchasingconnection.ca)  
Parkland County website at [www.parklandcounty.com/Bids](http://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 pre-qualify for future eligibility to provide Recruitment Services for middle to senior level positions with specific skill sets requiring focused search efforts as further described in Part 4 – RFPQ Particulars (the “Deliverables”).

The County intends to pre-qualify executive search firms (“Contractor”) for a three year period, with work commencing as early as January 1, 2020. Respondents shall note that this will be the only opportunity to be considered for pre-qualification during the three year period.

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: Terry-Lynn Heritage, Procurement Assistant  
Email: [Terry-Lynn.Heritage@parklandcounty.com](mailto:Terry-Lynn.Heritage@parklandcounty.com)

## 1.3 Pre-qualification Process

Respondents will be evaluated according to the criteria described in Part 4 – RFPQ Particulars – Section 4.3 – Rated Criteria. Based on those criteria, certain respondents will be selected onto a pre-qualified supplier roster list for the potential subsequent provision of the Deliverables to Parkland County pursuant to an invitational second-stage competitive process with Parkland County, as set out in Schedule 3 of Appendix C – Master Agreement. The term of the pre-qualified supplier roster list is to be for a period of three 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	<b>October 4, 2019</b>
Deadline for Questions	<b>November 6, 2019 at 16:30 hrs local time</b>
Deadline for Issuing Addenda	<b>November 8, 2019</b>
Submission Deadline	<b>November 15, 2019 at 14:00:00 hrs local time</b>
Rectification Period	<b>Three (3) Business Days from Notification of Rectification</b>

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  
RFPQ No. PQ190911HR – Executive Recruitment Services  
Attention: Terry-Lynn Heritage, Procurement Assistant

Respondents should submit four hard copies and one electronic copy in Microsoft Word or PDF format on a CD or USB drive of their response along which will include the Submission Form (Appendix A) signed by an authorized representative and the Submission Workbook (Appendix B) 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 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 Workbook (Appendix B) and include it with its response.

#### **(c) Other Mandatory Requirements**

Not applicable

### **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 4.3 (Rated Criteria).

## **2.5 Ranking and Selection**

Up to three highest scoring respondent(s) who obtain a minimum overall score of 67 based on the Stage II evaluation will be invited to enter onto a pre-qualified supplier list for the potential subsequent provision of the Deliverables pursuant to an invitational second stage competitive process conducted during the term of the Qualified Contractor Roster as outlined in the Schedule 3 – Contractor Engagement Process in Appendix C – Master Agreement.

[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 pre-qualified 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 pre-qualified 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 sixty (60) 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]

## **PART 4 – RFPQ PARTICULARS**

### **4.1 THE DELIVERABLES**

The County is seeking submissions from firms who are interested in pre-qualifying for the provision of Executive Recruitment Services. It is the County's intention to develop a Qualified Contractor Roster for a three year period, where the County may periodically approach pre-qualified firms to provide quotations through a Request for Service (RFS) process for recruitment services for various positions. The selected firms (the "Contractor") will be required to provide recruitment services for middle to senior level positions with specific skill sets using the Contractor's existing resource databases and search methods.

The County anticipates that services may be requested as early as January 1, 2020.

#### **4.1.1 Scope Overview**

The Contractor will be required to demonstrate an understanding of the County's objectives and develop a relationship with County representatives in order to identify the overall fit for each candidate for each placement. A typical assignment may include, but is not limited to, the following tasks and activities:

##### Consultation Services Activities:

- Creation of a candidate profile based on the job description provided by Parkland County;
- Details of the recruitment methods to be used; and
- Provide the County with weekly update / status reports on the recruitment efforts.

##### Candidate Search Activities:

- Initiate a recruitment process utilizing a variety of sourcing methods, matching the necessary candidate skills and qualifications required;
- Create and present a candidate short list with summary of recommendations and rationale;
- Initiate pre-screening interviews and set up interviews for selected candidate(s);
- Create a list of comprehensive interview questions designed for Parkland County;
- Facilitate first round interviews; and
- Work with Parkland County to determine if second round interviews are deemed necessary.

##### Candidate Selection Activities:

- Complete comprehensive reference checks for top candidate(s);
- Completion of background checks as required (i.e., education verification, criminal record check, etc.);
- Assistance to Parkland County with the extension of an employment offer;
- Conduct post-interview de-briefs with unsuccessful candidate(s); and

- Provide a guarantee for successfully placed candidate(s) as further described in Section 4.2.4 of this RFPQ.

The Contractor is expected to consider utilizing innovative technology, where practical, to offset excessive costs associated with candidate recruitment.

## 4.2 MATERIAL DISCLOSURES

### 4.2.1 Labour Codes, Standards and Regulations

The Contractor at all times must comply with all provincial and federal labour codes, standards, regulations and laws.

### 4.2.2 Confidentiality

The Contractor will ensure that all candidate information is kept confidential to maintain the integrity of the recruiting process. The Contractor must comply with applicable provincial privacy legislation (FOIP) and confidentiality obligations as set out in Article 6 of Appendix C – Form of Agreement. Respondents should include details in their submission on how confidentiality is addressed within their organization specific to the Deliverables.

### 4.2.2 Service Response Times

The Contractor should be prepared to meet the following service response times upon notification of award for a Request for Service:

Description	Service Response Time
Arrange initial meeting with County representative to discuss position requirements	Within 5 business days
Provide candidate list for County consideration	Within 15 business days of initial meeting
Response to interview requests for shortlisted candidate(s)	Within 2 business days
Conduct candidate reference checks	Within 2 business days following interview
Conduct candidate background checks	Within 5 business days following interview
Respond to successful candidate upon notification of intent to proceed from County	Within 2 business days
Conduct debriefs for unsuccessful candidates	Within 5 business days following interview

### 4.2.3 Location of Work

In-person meetings with Parkland County staff will typically be held at the Parkland County Centre office located at 53109A Hwy 779, Parkland County, Alberta T7Z 1R1.

#### 4.2.4 Placement Guarantee

The Contractor is required to provide a placement guarantee for any candidate(s) selected by the County. Details of the Contractor's placement guarantee should be included in their submission.

#### 4.2.5 Review of Form of Agreement

The Deliverables are subject to the terms and conditions in Appendix C – Form of Agreement. Respondents are to review Appendix C - Form of Agreement in detail and indicate their acceptance of the terms. Respondents are also to provide industry standard terms that would apply to their services.

#### 4.2.6 Proof of Insurability

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

#### 4.2.7 Workers' Compensation Board (WCB)

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

#### 4.2.8 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.

### 4.3. 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.

<b>Rated Criteria Category</b>	<b>Points Scale</b>	<b>Minimum Threshold</b>	<b>Points Weighting</b>	<b>Total Available Points</b>
Corporate Profile	0 to 5	3	X3	15
Consulting Team Experience and Expertise	0 to 5	3	X7	35
Understanding of the Services and Proposed Methodology	0 to 5	3	X7	35
Value Added Services	0 to 5	N/A	X3	15
<b>Minimum Overall Score of 67 of Total Points</b>				<b>100</b>

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, respondent clearly understands the requirement, excellent probability of success
4	Somewhat exceeds expectations; high probability of success
3	Fully meets expectations; respondent 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. Respondents shall refer to the section below when completing the Submission Workbook (Appendix B) and ensure all requested information is provided to assist in the evaluation.**

#### **4.3.1 Corporate Profile**

This criterion will be evaluated as follows:

- Corporate information, experience, history and suitability for providing the Deliverables related to this RFPQ;
- Related public sector candidate search experience;
- References from clients to whom similar work has been provided within the past five years;
- Financial history / information as demonstrated in the Submission Workbook (Appendix B);
- Fee structure including, but not limited to, fixed rates for professional services, and sub-consultants (if applicable), disbursements, expenses, or any other rates that may apply as requested in the Submission Workbook (Appendix B);
- Proof of insurability; and
- WCB Clearance Letter.

#### **4.3.2 Consulting Team Experience and Expertise**

This criterion will be evaluated as follows:

- Organizational chart as per Submission Workbook (Appendix B) responses;
- List and reporting structure of proposed consulting team members;
- Identification and qualifications of the team members that will be engaged in providing the Deliverables with a description of related experience;

- Defined roles and responsibilities for consulting team members relative to the Deliverables;
- Consulting team member expertise and experience as demonstrated through their resumes which includes education, experience, number of years in the industry, with the respondent, and assigned role as it relates to the RFPQ Deliverables;
- Suitability of sub-consultants or partners identified in the Submission Workbook (Appendix B); and
- Resources and allocation of proposed consulting team expertise to ensure continuity and consistency.

#### **4.3.3 Understanding of the Services and Proposed Methodology**

This criterion will be evaluated as follows:

- Proposed approach and methodology for providing Deliverables;
- Respondents understanding of requirements as demonstrated within the proposal;
- Respondent's ability to meet Service Response Times;
- Review and acceptance of Appendix C – Form of Agreement and any disclosure of industry standard terms required in the performance of the respondent's services;
- Respondents communications strategy for providing effective updates;
- The Contractor's placement guarantee for candidate placement as outlined in Section 4.2.4; and
- The Contractor's approach to managing confidentiality and privacy obligations with regard to the services under this RFPQ.

#### **4.3.4 Value Added Services**

This criterion will be evaluated as follows:

- Respondents approach to minimizing costs and expenses relative to candidate recruitment; and
- Unique methodologies with benefits clearly outlined for techniques or technology to meet the County's goals and objectives.

## APPENDIX A – SUBMISSION FORM

### 1. 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.	
<b>Full Legal Name of Respondent:</b>	
<b>Any Other Relevant Name under Which the Respondent Carries on Business:</b>	
<b>Jurisdiction under which the Respondent is Governed:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (If Any):</b>	
<b>RFPQ Contact Person and Title:</b>	
<b>RFPQ Contact Phone:</b>	
<b>RFPQ Contact Facsimile:</b>	
<b>RFPQ Contact E-mail:</b>	

### 2. 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.

### 3. 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 Part 4 – RFPQ Particulars.

**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:

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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:



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

**(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.

## **APPENDIX C – FORM OF AGREEMENT**

A copy of the Form of Agreement (Appendix C) is attached as a separate electronic document to this RFPQ.