



Request for Quotations

For

Firewall Upgrade

Request for Quotation (RFQ) No.: **Q190101IN**

Issued: **February 4, 2019**

Submission Deadline: **February 27, 2019 at 14:00:00 hrs local time**

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

TABLE OF CONTENTS

PART 1 – INTRODUCTION	3
1.1 Invitation	3
1.2 RFQ Timetable.....	3
1.3 No Guarantee of Volume of Work or Exclusivity of Contract	3
1.4 Submission Instructions.....	3
1.5 Respondents to Review RFQ	4
1.6 All New Information to Respondents by Way of Addenda	4
1.7 Amendment of Responses.....	4
1.8 Withdrawing Submissions.....	4
1.9 Debriefing.....	5
1.10 Litigation.....	5
PART 2 – EVALUATION OF QUOTATIONS	6
2.1 Stages of Evaluation	6
2.2 Mandatory Requirements.....	6
2.3 Rated Criteria	6
2.4 Tie Score.....	6
PART 3 – TERMS OF REFERENCE AND GOVERNING LAW	7
PART 4 – RFQ PARTICULARS	9
4.3.3 Work Plan and Project Schedule	12
4.3.4 Warranty and Post Go-Live Support.....	12
4.3.5 Evaluation of Pricing.....	12
APPENDIX A - FORM OF AGREEMENT	13
APPENDIX B – QUOTATION FORM	14
APPENDIX C – REFERENCE FORM.....	18

PART 1 – INTRODUCTION

1.1 Invitation

This Request for Quotations (the “RFQ”) issued by Parkland County (the “County”) is an invitation to submit non-binding offers for the provision and implementation of a firewall solution which will provide a secure and scalable environment to support Parkland County as further described in Part 4 – RFQ Particulars, for the Rates established in Appendix B. The respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing.

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 “County Contact” shall be:

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

1.2 RFQ Timetable

Issue Date of RFQ	February 4, 2019
Deadline for Questions	February 19, 2019 at 16:30 hrs local time
Deadline for Issuing Addenda	February 21, 2019
Submission Deadline	February 27, 2019 at 14:00:00 hrs local time
Rectification Period	Three (3) Business Days from Notification of Rectification

The RFQ timetable is tentative only, and may be changed by Parkland County at any time prior to the Submission Deadline.

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 respondent. The Agreement with the selected respondent 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 RFQ or may obtain the same or similar Deliverables internally.

1.4 Submission Instructions

Respondents are requested to submit their submission in the form prescribed herein by the Submission Deadline to the Parkland County Contact identified below in the manner set out below.

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
RFQ No. Q190101IN Firewall Upgrade

Attention: Korrine McKeage, Manager, Procurement Services

Respondents should submit **three (3)** hard copies and one (1) electronic copy (in PDF or Word format) on a CD or USB drive in a sealed package. Submissions sent by email or facsimile will not be accepted.

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

A respondent may, at its option, email the 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 respondents who have given such prior notice one additional Business Day to effect the delivery of their responses. The Submission Date 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.

1.5 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by e-mail to the Parkland County Contact on or before the Deadline for Questions. 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 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 respondent concerning this RFQ or its process.

Respondents and their representatives may not contact individuals employed or engaged by any member of Parkland County, other than the Parkland County Contact, concerning matters regarding this RFQ. Only information received by the Parkland County Contact will be considered in the RFQ process. All such communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

1.6 All New Information to Respondents by Way of Addenda

This RFQ 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 this RFQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by Parkland County.

1.7 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 RFQ 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.

1.8 Withdrawing Submissions

At any time throughout the RFQ process, a respondent may withdraw a submission. To effect a withdrawal, a notice of withdrawal must be sent to the County Contact and must be signed

by an authorized representative. The County is under no obligation to return withdrawn submissions.

1.9 Debriefing

Respondents may request a debriefing after receipt of a notification of award. All requests must be made in writing to Parkland County Contact and must be made within sixty (60) days of notification of award.

1.10 Litigation

Pursuant to Parkland County **Policy C-AD035 – 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 RFQ. For further information, please contact the Parkland County Contact.

[End of Part 1]

PART 2 – EVALUATION OF QUOTATIONS

2.1 Stages of Evaluation

The evaluation of quotations will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Quotations failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Quotations 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 respondent.
- Stage II will consist of a scoring on the basis of the Rated Criteria as set out in Part 4.
- Stage III may consist of an interview with the highest scoring respondent(s) from Stage II. Respondents are to ensure that their project lead is in attendance at this interview.

Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFQ.

2.2 Mandatory Requirements

2.2.1 Mandatory Forms

Each quotation must include:

- Appendix B – Quotation Form completed and signed by an authorized representative of the respondent; and
- Appendix C – Reference Form completed as described.

2.2.2 Other Mandatory Requirements

Not applicable.

2.3 Rated Criteria

In addition to submitting the Quotation Form, noted above and if applicable, respondents should respond to the non-price factors described in Part 4 with reference to the applicable rated criteria categories as set out in Section 4.3 of Part 4 – RFQ Particulars.

2.4 Tie Score

In the event of a tie score, the selected respondent will be the respondent with the most competitive price.

[End of Part 2]

PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

In responding to this RFQ, and to be eligible for consideration, each respondent must submit a completed and signed Quotation Form that, among other things, acknowledges its acceptance of the RFQ Terms of Reference and Governing Law as contained hereunder:

- (a) this RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation;
- (c) the respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations;
- (d) no legal obligation regarding the procurement of any good or service shall be created between the respondent and Parkland County until Parkland County accepts the respondent's offer in writing;
- (e) when evaluating quotations, Parkland County may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and Parkland County may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- (f) Parkland County may consider the respondent's past performance on previous contracts or any other relevant information taken into account by Parkland County when determining the acceptability of a respondent;
- (g) Parkland County may disqualify a respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by Parkland County. "Conflict of Interest" shall have the meaning ascribed to it in the Quotation Form (Appendix B);
- (h) the respondent consents to Parkland County's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- (i) Parkland County will not return the submission or any accompanying documentation submitted by a respondent;
- (j) Parkland County may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (k) Parkland County may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or

other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by Parkland County, that constitutes a Conflict of Interest; and

- (l) Parkland County may cancel this RFQ process at any time.

The parties also acknowledge that these terms (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 interpreted 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 – RFQ PARTICULARS

4.1 Deliverables

The purpose of this RFQ is to seek submissions from qualified consultants for the replacement of the County's two (2) existing Palo Alto PA-500 firewalls in the main office with higher performance Palo Alto PA-3250 firewalls. The County also needs to replace four PA-200 firewalls at four remote locations within Parkland County with new PA-220 firewalls.

The Deliverables under this RFQ include, but are not limited to:

- supply of hardware, relevant subscriptions, warranty and support;
- assistance with implementation;
- collaboration with the County's Information Technology (IT) department for configuration and deployment;
- assessment of current firewall configurations to potentially re-write for new firewalls;
- incorporation of best practices of industry;
- development of efficient policy design;
- configuration of effective logging and monitoring;
- configuration of proper features;
- integration into existing systems and environments such as Active Directory; and
- provision of relevant documentation.

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

4.1.1 Scope of Work

The scope of work includes, but is not limited to, the following:

- Develop a project plan including project schedule
- Supply of two (2) Palo Alto PA-3250 firewall hardware
 - Configured and licensed as a high availability (HA) pair
 - Wildfire, PanDB URL filtering, PAN threat prevention subscriptions
 - Premium support
- Supply of four (4) Palo Alto PA-220 firewall hardware
 - Premium support
- Assessment of existing PA-500 configuration for new PA-3250 firewalls
 - Recommendations on best practices
 - Repair of any misconfiguration
 - Continue use of various subscriptions
 - Configuration of event logging, IDS, and IPS capabilities
 - Leverage new features of PA-3250 firewalls not available on PA-500 firewalls
- Assessment of existing PA-200 firewall configuration for new PA-220 firewalls

- Configure new PA-3250 firewalls according to requirements and results of assessment
 - Ensure current firmware and operating system is installed
- Configure new PA-220 firewalls including site-to-site VPN connections for existing four (4) remote sites using existing PA-200 firewalls
 - Ensure current firmware and operating system is installed
- Assist the County's IT staff with staging, testing, and implementation of all new firewalls. The physical presence of the Consultant on site is not a requirement.
- Provide relevant documentation specific to configuration of new firewalls.
- Provide post go-live support for minimum of 90 days

The provision of the Deliverables will be governed by the Form of Agreement set out in Appendix A.

4.2 Material Disclosures

4.2.1 Current Firewall

There are currently two (2) Palo Alto PA-500 firewalls on our production network connected as a HA pair. These firewalls currently have Palo Alto Wildfire subscriptions, PanDB URL filtering, PAN Threat Prevention, and premium support (for both hardware and software).

There are currently four (4) Palo Alto PA-200 firewalls connecting remote sites using site-to-site VPN. These firewalls currently only require premium support (for both hardware and software).

4.2.2 Firewall Hardware Requirements

Parkland County will not consider substitutions to the Palo Alto platform. The PA-3250 model firewall has been sized correctly for our current and future requirements and the PA-220 is a suitable replacement for our remote sites. Parkland County IT staff are familiar with the Palo Alto platform. Parkland County is open to exploring new features and abilities of the PA-3250 series not available on the PA-500 series.

4.2.3 Assigned Personnel

Assigned personnel are to remain on the project until completion. Any changes in the assigned personnel will be subject to Parkland County's approval, and the Consultant shall ensure such changes do not negatively impact the quality of the deliverables and project timelines.

4.2.4 Project Schedule

Parkland County anticipates project start up to be March 18, 2019 following award and contract execution with project conclusion by April 30, 2019. Respondents are to provide a project schedule based on this timeframe.

4.3 Rated Criteria

Stage II will consist of an evaluation of the quotation to determine the high score based on the following criteria:

Rated Criteria Category	Point Scale	Weighting	Total Points Available
Stage II			
Corporate Profile, Demonstrated Experience and References	0 to 5	X3	15
Assigned Personnel Qualifications	0 to 5	X4	20
Work Plan and Project Schedule	0 to 5	X3	15
Warranty and Post Go-Live Support	0 to 5	X3	15
Pricing	N/A	N/A	35
Total Points			100

Scoring shall be awarded on a scale of 0 to 5 as outlined 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, 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

Respondents should ensure their submission addresses the following rated criteria to facilitate the evaluation process so that their submission receives full consideration:

4.3.1 Corporate Profile, Demonstrated Experience and References

This criterion will be evaluated as follows:

- (a) Demonstrated corporate suitability for providing the services relative to this RFQ;
- (b) Respondents experience providing same Deliverables as described in this RFQ;
- (c) Review and acknowledgement of the terms and conditions outlined in Appendix A Form of Agreement; and
- (d) References, preferably from municipal government or public sector clients, for services provided similar to those requested in this RFQ in the last five (5) years.

4.3.2 Assigned Personnel Qualifications

This criterion will be evaluated as follows:

- (a) Demonstrated Palo Alto certified vendor/partner

- (b) Resumes for all assigned personnel, including the following:
 - Term of employment with respondent, experience and qualifications;
 - Identification of similar project work for other clients; and
 - Certifications demonstrating formal training.
- (c) Respondents knowledge, skills and expertise in the following areas:
 - Palo Alto Networks Certified Network Security Engineer (PCNSE) or equivalent

4.3.3 Work Plan and Project Schedule

This criterion will be evaluated as follows:

- a) Proposed work plan identifying the tasks required to complete the scope of work; and
- b) Proposed project schedule in accordance with timelines outlined in this RFQ.

4.3.4 Warranty and Post Go-Live Support

This criterion will be evaluated as follows:

- a) Hardware warranty and extended warranty options;
- b) Respondents ability to provide post go-live support plan for a minimum of 90 days at no additional cost; And
- c) Respondents to provide ongoing premium support plan;

4.3.5 Evaluation of Pricing

Respondents shall complete the **Pricing Table in Appendix B.**

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing sheet.

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

[End of Part 4]

APPENDIX A - FORM OF AGREEMENT

The Form of Agreement for Services covered in this RFQ, and to be executed between Parkland County and the successful Contractor, is attached hereto as Appendix "A" to this RFQ and is subject to change from time to time.



THIS CONSULTING SERVICE AGREEMENT (the "Agreement") dated: _____.

BY AND BETWEEN:

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 (hereinafter referred to as the "County")

OF THE FIRST PART

- and -

_____, a corporation formed pursuant to the laws of the Province of Alberta (hereinafter referred to as the "Consultant")

OF THE SECOND PART

WHEREAS the County is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the County.

WHEREAS the Consultant is agreeable to providing such services to the County on the terms and conditions as set out in this Agreement.

NOW THEREFORE the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

The County designates (Name) _____, (Title) _____, as its county representative ("County Representative") and, for the purposes of this Agreement, the County's address shall be:

**Parkland County
53109A HWY 779
Parkland County, Alberta T7Z 1R1**

The Consultant designates (Name) _____, (Title) _____, as its representative and, for the purposes of this Agreement, the Consultant's address shall be:

**(Name of Company)
(Address)
(Address)**

1. Services

The County hereby agrees to engage the Consultant to provide Consulting Services for _____ with Parkland County as outlined in the County's Request for Proposal ("RFP") _____, dated _____ (as set out and described in Schedule "A") attached hereto and the Consultant's Proposal _____, dated _____ (as set out and described in Schedule "B") attached hereto (collectively, the "Consulting Services"). The Consultant hereby agrees to provide such Consulting Services to the County. Any changes to the scope and/or costs of this Agreement must be pre-approved in writing by the (Manager of Department for the County) _____, (Department) _____; or the General Manager, (Department) _____.

2. Term of Agreement

The Consultant hereby agrees to provide Consulting Services commencing on (Date) _____ and will remain in full force and effect through and including (Date) _____, subject only to any earlier termination of this Agreement as may hereinafter be provided for as outlined in this Agreement. Any changes in the Term of this Agreement will be in writing and mutually agreed upon by both parties, not to be unreasonably withheld.

3. Performance

The Consultant shall, in fulfillment of its duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the County, it being agreed and understood that all such duties shall be consistent with the Consultant's expertise and experience. In performing the Consulting Services, the Consultant shall obey all applicable laws, regulations, rules and standards imposed by any government or the duly constituted public authority having jurisdiction over the parties to this Agreement or the Consulting Services to be performed. The Consultant also agrees to comply with all safety and security regulations imposed by the County from time to time.

4. Skill and Expertise

The Consultant hereby represents and warrants that it has, and during the Term of this Agreement shall continue to have, the requisite skills and experience necessary to perform the Consulting Services in accordance with the Terms and Conditions of this Agreement.

The Consultant shall, at all times during the Term of the Agreement, act in the best interests of the County and shall perform the Consulting Services in a competent, good workmanlike and professional manner using care and diligence.

5. Compensation

For all Consulting Services rendered by the Consultant as required by this Agreement, the County will pay to the Consultant an amount not-to-exceed

(Written dollar amount) _____ (\$00.00) excluding GST for services as follows:

•	\$
•	\$
•	\$
•	\$
•	\$
•	\$
•	\$

Total Contract Value:	\$

The values stated above includes any and all professional fees, disbursements and expenses. Milestone payments, as agreed upon between the County and the Consultant, will be made in accordance with section 7 (including paragraphs 7.1 through 7.5) below.

6. No Additional Payment for Unauthorized Work

No increase in the price of the work or any additional payment will be authorized by the County or made to the Consultant as a result of any change to the Agreement unless such increase or additional payment has been authorized in advance and in writing by the County's authorized representative. Only the County's authorized representative can make changes to this Agreement and all such changes must be in writing.

7. Invoices, Payments and Taxes

Unless specifically stated otherwise, all amounts in this Agreement are in: Canadian dollars (herein defined as "Cdn. dollars") in respect of Consulting and Services performed for the County.

The Consultant agrees to invoice County in accordance with the following payment provisions.

7.1 All invoices shall be accompanied by such supporting documentation as the County may reasonably require from time to time. The County shall pay to the Consultant approximate invoice amounts within thirty (30) days of receipt of the applicable invoice. The Consultant agrees that any and all amounts on account of taxes (income or otherwise), pension plan contributions, unemployment insurance contributions or any other applicable regulations in respect of any fees paid to the government or other public authority by virtue of any law, rule or regulation in respect of any fees paid to the Consultant pursuant to the provisions of this Agreement, are the Consultant's responsibility and shall be paid by the Consultant. Should the County be obligated by law to make any payment or withholdings in respect of the Consulting Services, the Consultant hereby acknowledges that the County shall have the authority to make such payments or withholdings, and to

deduct such amounts from fees payable to the Consultant under this Agreement. The Consultant hereby agrees to indemnify and hold harmless from and against any and all actions, claims, damages, costs and expenses whatsoever which may be brought against or suffered or incurred by the County, or which the County may incur, sustain or pay, arising out of or in any way connected with any remittances required by law in any jurisdiction in which the Consulting Services are being provided. The Consultant must state on each invoice the Purchase Order Number (herein defined as "PO#").

- 7.2 Where the Consultant is a non-resident of Canada, the County may be obligated by law to withhold an amount on the value of the Consulting Services rendered in Canada. Where it has such an obligation, the County will withhold the required amount from the amount of Compensation (as noted above in Paragraph 5. Compensation) to be paid to the Consultant and remit it to Canada Revenue Agency as required, unless the Consultant provides to the County a valid exemption certificate or waiver from withholding prior to performing the Consulting Services in Canada.
- 7.3 Except for fees and expenses specifically set out and provided for in Schedule "A", all invoices for any other fees or expenses will not be payable by the County unless the County has given its prior written consent to the Consultant to incur such other fees or expenses.
- 7.4 Subject to subsection (7.3) above, and only when applicable, the County will only reimburse costs for economy air travel and invoices received for either business or first class air travel will be returned to the Consultant. Subject to subsection (7.3) above, the difference between the cost of economy fares and business/first class shall be the responsibility of the Consultant, and will not be reimbursed by the County.
- 7.5 **At the end of each month or milestone payment during the Term of this Agreement the Consultant shall submit by e-mail an itemized invoice to "Parkland County" based on total number of hours of Consulting Services performed during the billing period, (if applicable). All invoices shall be addressed as follows and submitted by e-mail to accountspayable@parklandcounty.com:**

**Parkland County
53109A HWY 779
Parkland County, Alberta T7Z 1R1
Attention: Accounts Payable**

The Consultant must state on each invoice the PO#. The County will provide (i) the PO# to the Consultant, after full-execution of this Agreement), (ii) the Contract No. as recorded on the first page of this

Agreement and (iii) the Consultant'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.

And shall include at least the following:

- (i) Where applicable, time sheets for all Consulting Services performed during such month, providing a summary of the Consulting Services performed and the pre-approved expenses (if any) incurred during such month;
- (ii) A statement, directed to the County stating the invoice is for services rendered or materials supplied to "Parkland County";
- (iii) Copies of statements or original receipts for pre-approved expenses;
- (iv) A summary of fees, costs, and expenses payable by the County in respect of the invoices; and
- (v) A statement of sales tax and Federal Goods and Services Tax (herein define as, "GST") applicable to Paragraph (i) through (v) above, as a separate line item.

Consultant acknowledges and agrees to submit an invoice in accordance with the requirements of Paragraph 7.5 (i) through (v) above.

8. Confidentiality

In conjunction with providing the Consulting Services under this Agreement, it is acknowledged that the Consultant will have access to information ("Confidential Information") confidential to the business of the County. Confidential Information shall include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the County, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with the Consultant providing the Consulting Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the County, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the County or an authorized agent of the County. Notwithstanding the foregoing, the release of information or intellectual property will be at the County's discretion. The Consultant covenants and agrees that all Confidential Information disclosed to the Consultant shall (a) be kept in strict confidence by the Consultant, (b) not be used, dealt with or exploited for any purpose or purposes other than the provision of the Consulting Services, and (c)

not be disclosed to any person or persons (other than the professional advisors of the Consultant, as required) unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

The Consultant 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 equitable relief (including injunction and specific performance) in addition to any other remedy available at law or in equity in respect of any such breach.

9. Non-Solicitation

Any attempt on the part of the Consultant to induce an employee to leave the County's employ, or any effort by the Consultant to interfere with the County's relationship with its employees or other Consultants would be harmful and damaging to the County.

The Consultant agrees that during the term of this Agreement, the Consultant will not in any way directly or indirectly:

- a) induce or attempt to induce any employee or other Consultant of the County to quit employment or retainer with the County;
- b) otherwise interfere with or disrupt the County's relationship with its employees or other Consultants;
- c) discuss employment opportunities or provide information about competitive employment to any of the County's employees or other Consultants; or
- d) solicit, entice, or hire away any employee or other Consultant of the County.

10. Ownership of Materials

All materials developed, produced, or in the process of being so under this Agreement, will be the property of the County. The use of the mentioned materials by the County will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with Parkland County staff.

11. Return of Property

Upon the expiry or termination of this Agreement, the Consultant will immediately return to the County any property, documentation, records, or confidential information which is the sole property of the County.

12. Assignment

The Consultant will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the County.

13. Subcontracts

No contractual relationship will be created between any subcontractor and the County. As the Consultant, you agree to bind every subcontractor by the terms of this Agreement document, as far as applicable to the work of the subcontract.

14. Conflicts

If there is any conflict or inconsistency between this Agreement and any Schedule or other document, the provisions of this Agreement shall prevail.

15. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

16. Notice

Any notices given pursuant to the terms and conditions of this Agreement shall be 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: korrine.mckeage@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.

Any notice addressed by registered mail to the County or to the Consultant 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.

17. Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, any and all reasonable legal costs and fees associated directly with the action.

18. Indemnification

The Consultant shall be liable for and indemnify and save harmless the County, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Consultant, its subcontractors, agents or employees and whether occasioned by negligence. The County shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Consultant, or by any employee, agent or servant of the Consultant in the performance of this Agreement. Such indemnification shall survive this Agreement.

19. Insurance

Before the start date of the Agreement or upon full-execution of the Agreement, whichever is earlier, and thereafter upon request by the County's Representative, the Consultant shall provide the County's Representative with Certificates of Insurance describing the insurance coverages set out below. Additionally, the Insurance Certificate pursuant to paragraph 19.2 shall name Parkland County as an "additional insured" and be endorsed to provide thirty (30) days' notice prior to cancellation or change.

19.1. The Consultant 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 Consultant's employees to the extent not covered by workers' compensation for any reason.

19.2. Commercial General Liability Insurance covering the legal liability of the Consultant providing at least two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Consultant agrees to reimburse the County for any and all damage(s) to the County's property caused by the Consultant, or its permitted subcontractors, in performing the work. The Consultant 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, and (iii) Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than two million dollars (Cdn. \$2,000,000.00) each occurrence.

- 19.3. Where any automobile is used for the performance of the work for the County in this Agreement, Consultant will provide Automobile liability insurance covering all automobiles licensed in the name of the Consultant that are used in connection with the Consulting Services, and providing at least two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident.
- 19.4 Professional liability / errors and omissions liability insurance having a limit of not less than one (1) million dollars (Cdn. \$1,000,000.00) per occurrence for protection from claims arising out of performance or non-performance of such Consulting Services or professional work caused by or arising from any error, omission or act of any member of the Consultant.
- 19.5 The insurance policies for the coverage above shall not be cancelled or changed in any manner which could negatively affect the County's interests unless the County has been given thirty (30) consecutive days prior written notice of any such cancellation or change. The Consultant shall be responsible for the payment of all deductibles on insurance policies that the Consultant is required to maintain under the Agreement.
- 19.6 The Consultant shall immediately advise the County's Representative of any loss or potential loss that has or may have occurred in conjunction with the Consultant performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Consultant, the Consultant shall provide written notice of such loss or potential loss to the County's Representative, including full particulars thereof.

20. Worker's Compensation Board

Before commencing or performing the Consulting Services, the Consultant will obtain and provide to the County a letter or similar document, confirming that the Consultant 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 Consulting Services will be performed, and that the Consultant has **not opted out** of workers compensation, where allowed.

The Consultant shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by the County, provide evidence satisfactory to the County of said compliance with the Act prior to the commencement of any work resulting from this Agreement (herein defined as "WCB").

21. Occupational Health and Safety

The Consultant shall be responsible for the safety of workers on the Work Site in accordance with all Applicable Laws. The Consultant 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 Consultant 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 Consultant 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.

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

- 21.1 The Consultant shall ensure all applicable OH&S Legislation, County Safety Policies, and industry standards are readily available to all of the Consultant's Personnel and that all of the Consultant's Personnel are aware of and comply with the OH&S Legislation, County Safety Policies and industry standards.
- 21.2 The Consultant shall ensure that all personnel working for the Consultant complete an appropriate safety orientation and safety meeting prior to starting work and the Consultant is responsible for providing all other training that may be required.
- 21.3 The County shall have the right to monitor the Consultant's work processes and procedures to ensure compliance with safety standards and procedures.
- 21.4 The Consultant is required to take immediate action to correct unsafe practices or conditions when reported or observed.
- 21.5 Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Consultant 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.

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

22. Compliance with Laws

The Consultant shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

23. Suspension of Services

The County may at any time, in its sole discretion, suspend the performance of the Consulting Services for a specified or unspecified time by written notice to the Consultant. Upon receiving the notice of suspension, the Consultant shall immediately suspend all operations except for those which in the County's opinion are necessary to preserve, care for, and protect the Consulting Services. The Consultant shall be entitled to be reimbursed for its reasonable, proper, and actual costs incurred in protecting, caring for, and preserving the Service.

24. Termination of Contract

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

- a) should the Consultant be adjudged bankrupt, or become insolvent, the County may, without prejudice to any other right or remedy the Consultant may have, terminate the Agreement by giving the Consultant or their receiver or their trustee in bankruptcy, written notice;
- b) at any time upon notice for a breach of the terms and conditions of this Agreement 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;
- c) at any time following the failure of the Consultant to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;
- d) upon thirty (30) day's written notice without cause to the Consultant from the County during the term of this Agreement, whereupon the County shall pay to the Consultant any fees and expenses due to the effective date of cancellation but not thereafter;
- e) as otherwise provided in the Agreement.

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 Agreement.

25. Independent Contractor

The Consultant will be an independent contractor in the performance of this Agreement. No employer/employee relationship will be created between the County and the Consultant, or between the County and the Consultant's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in this Agreement, will apply to the Consultant.

26. Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the County may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

27. Enurement

This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

28. Time of the Essence

All references to time in this Agreement shall be of the essence.

29. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and shall be binding upon all successors and permitted assigns of the parties.

30. Titles and Headings

All Titles and Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

31. Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

32. Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

33. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

34. Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

35. FOIP Policy

In the event that the County provides any personal information to the Consultant for the completion of the Consulting Services identified above, or the Consultant gathers personal information from any employee/resident/customer under this Agreement in order to complete the Consulting Services as stated in this Agreement, the Consultant 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 Consultant will handle that personal information in accordance with the obligations of the County under FOIP:

- a) The Consultant 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 Consulting Services as identified in this Agreement.
- b) The Consultant shall maintain records of all information collected while providing the Consulting Services as identified in this Agreement. Any and all records collected, created, maintained or prepared in the performance of these Consulting Services are hereby deemed to be under the control of the County irrespective of custody and shall be maintained by the Consultant in accordance with FOIP.
- c) The Consultant shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Consultant under this Section, including without limitation, the protection of privacy of employees/residents/customers of the County.

36. Survival

Sections 8, 18, and 35 shall survive upon termination or expiry of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

CONSULTANT:

(Name of Company)

Authorizing Signature

Print Name/Title

Date

COUNTY:

PARKLAND COUNTY

Authorizing Signature

Print Name/Title

Date

REQ No. Q1901011N

APPENDIX B – QUOTATION FORM

1. Respondent Information

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

2. Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ, and that, among other things, the Terms of Reference and Governing Law 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 accepts the respondent's offer in writing.

3. Ability to Provide Deliverables

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

4. Non-binding Price Estimates

Respondents should provide pricing for the Deliverables described hereunder:

PRICING TABLE

Description		Quantity	Unit Price	Extended Price	
Palo Alto PA-3250 Firewall		2			
PA-3250 Premium Support		2			
PA-3250 Wildfire, PanDB URL filtering, and PAN threat prevention subscriptions for an HA pair.		N/A			
Palo Alto PA-220 Firewall		4			
PA-220 Premium Support		4			
Subtotal: (A)					
Description	Resource	Task	Hourly Rate	Estimated Hours	Price
Implementation and Go-Live Support (Including 90 day support)					
Ongoing Operational Support (Premium Support)					
Subtotal: (B)					
TOTAL (A + B):					
GST (5%):					
TOTAL CONTRACT VALUE:					
State Warranty Period for Hardware covered under RFQ:					
Optional: Extended Warranty Information					

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing is provided in Canadian dollars and includes all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Parkland County, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.

5. Addenda

The respondent is deemed to have 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 quotations 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.

6. Conflict of Interest

Prior to completing this portion of the Quotation Form, respondents should refer to the following definition of Conflict of Interest:

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where

- (a) in relation to the bidding 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 (i) having, or having access to, information in the preparation of its quotation that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent'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 respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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 quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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 RFQ process:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our quotation; **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 with Parkland County:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Submission:

(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.

7. Confidential Information of Respondent

A respondent should identify any information in its quotation 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. Respondents are advised that their quotations 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 quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to Parkland County Contact.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Respondent Representative Name and Title

Date: _____
I have authority to bind the respondent

APPENDIX C – REFERENCE FORM

Each respondent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFQ from the respondent in the last five (5) years. Preferably, one reference will be from a municipal government or public sector client.

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:	