



**Request for Quotations**  
**For**  
**Custom Fire Engine and Tanker**

Request for Quotation (RFQ) No.: **Q190109PW**

Issued: **February 1, 2019**

Submission Deadline: **March 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)

## TABLE OF CONTENTS

---

<b>PART 1 – INTRODUCTION .....</b>	<b>3</b>
<b>1.1 Invitation .....</b>	<b>3</b>
<b>1.2 RFQ Timetable.....</b>	<b>3</b>
<b>1.3 No Guarantee of Volume of Work or Exclusivity of Contract .....</b>	<b>3</b>
<b>1.4 Submission Instructions.....</b>	<b>3</b>
<b>1.5 Respondents to Review RFQ .....</b>	<b>4</b>
<b>1.6 All New Information to Respondents by Way of Addenda .....</b>	<b>4</b>
<b>1.7 Amendment of Responses.....</b>	<b>4</b>
<b>1.8 Withdrawing Submissions.....</b>	<b>5</b>
<b>1.9 Debriefing.....</b>	<b>5</b>
<b>1.10 Litigation .....</b>	<b>5</b>
<b>PART 2 – EVALUATION OF QUOTATIONS .....</b>	<b>6</b>
<b>2.1 Stages of Evaluation .....</b>	<b>6</b>
<b>2.2 Mandatory Requirements.....</b>	<b>6</b>
<b>2.3 Rated Criteria .....</b>	<b>6</b>
<b>2.4 Tie Score.....</b>	<b>6</b>
<b>PART 3 – TERMS OF REFERENCE AND GOVERNING LAW .....</b>	<b>7</b>
<b>PART 4 – RFQ PARTICULARS .....</b>	<b>9</b>
<b>APPENDIX A – TERMS AND CONDITIONS.....</b>	<b>15</b>
<b>APPENDIX B – QUOTATION FORM .....</b>	<b>18</b>
<b>APPENDIX C – SUPPLIER QUESTIONNAIRE FORM .....</b>	<b>21</b>
<b>APPENDIX D – WARRANTY FORM .....</b>	<b>26</b>

# 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 of one (1) Custom Fire Engine and one (1) Fire Tanker 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:

Parkland County Contact: Taha Rizvi, Procurement Specialist  
Email: [taha.rizvi@parklandcounty.com](mailto:taha.rizvi@parklandcounty.com)

## 1.2 RFQ Timetable

Issue Date of RFQ	<b>February 1, 2019</b>
Deadline for Questions	<b>March 1, 2019 at 16:30:00 hrs local time</b>
Deadline for Issuing Addenda	<b>March 5, 2019</b>
Submission Deadline	<b>March 15, 2019 at 14:00:00 hrs local time</b>
Rectification Period	<b>Three (3) Business Days from notification of Rectification</b>

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. Q190109PW – Custom Fire Engine and Tanker

Attention: Taha Rizvi, Procurement Specialist

Respondents should submit (1) original and 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. 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.

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-AD-035 – Legal Action Commenced against the County**, suppliers who have initiated legal proceedings against Parkland County are ineligible to submit a proposal in response to this 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, if required, may consist of an interview and tour of the service facilities with the highest scoring respondent(s) from Stage II.

Subject to the Terms of Reference and Governing Law, the top-ranked respondent(s) as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent(s) 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
- Appendix C – Supplier Questionnaire Form
- Appendix D – Warranty Form
- Schedule I – Rate Bid Form (attached Excel workbook as a separate electronic document); and
- Schedule II – Equipment Specifications (attached Excel workbook as a separate electronic document)

#### **2.2.2 Other Mandatory Requirements**

Not applicable.

### **2.3 Rated Criteria**

In addition to submitting the Mandatory Forms, 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(s) will be determined based on the most competitive pricing.

[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**

Parkland County is seeking submissions from vendors who can supply two (2) fire apparatus units in accordance with Schedule II – Equipment Specifications.

Vendors may submit a quotation for one or both of the following units identified within Schedule II - Equipment Specifications. The County reserves the right to award the fire units to one supplier or to split the award of this RFQ.

- Specification A – One (1) Custom Fire Engine
- Specification B – One (1) Fire Tanker

The proposed units shall have a vehicle identification number that reflects a 2019 model year.

The custom fire engine will be a jointly owned unit for servicing Parkland County and the Town of Stony Plain. The tanker will be owned solely by Parkland County.

For operational purposes, the respondent's sales and warranty-approved service location should be within a 300 kilometre radius to Parkland County's County Services Building ("CSB") located at 2700 – 48 Street, Stony Plain, Alberta. If the respondent's sales location is outside of this 300 kilometre radius, the respondent will be responsible for travel costs incurred by Parkland County for meetings related to order placement.

The provision of the Deliverables will be governed by the terms and conditions set out in Appendix A – Terms and Conditions.

### **4.2 Material Disclosures**

#### **4.2.1 Insurance Coverage**

The respondent shall provide proof of insurability from a licensed insurer in accordance with the minimum requirements and limits set out in Appendix A – Terms and Conditions. If the respondent does not have such coverage in place, the respondent will be required to obtain it within seven (7) days of receiving notice of the intent to award.

#### **4.2.2 Worker's Compensation Board (WCB)**

A current Alberta WCB Letter of Clearance should be included in the submission as evidence of such coverage and confirmation that the respondent's account is in good standing. If the respondent does not have such coverage in place, the respondent will be required to obtain it within seven (7) days of receiving notice of the intent to award.

#### **4.2.3 Standards and Specifications**

The specifications for both units are detailed in Schedule II - Equipment Specifications A and B. The specifications identified in Schedule II – Equipment Specifications are to illustrate the type and quality of the equipment required. Equivalent products are accepted and encouraged unless a specification item is identified as mandatory. All deviations from specifications identified in Schedule II - Equipment Specifications A and B must be noted in the submission.

Submissions shall be accompanied by a detailed set of the respondent's equipment specifications consisting of a detailed description of the apparatus and equipment proposed, and to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

#### **4.2.4 Delivery**

The new units shall be delivered complete and FOB to Parkland County's CSB located at 2700 – 48 Street, Stony Plain, Alberta. Hours for delivery are Monday – Friday from 8:30 am – 12:00 noon and 1:00 pm - 4:00 pm. Twenty-four (24) hours' notice of delivery shall be given by contacting George Vanberg, Manager, Fleet Management Services, who can be reached at 780-968-3227. Delivery of the unit to the FOB point shall be followed by a machine operation and maintenance training to be scheduled upon Parkland County's request. Respondents are to ensure training in operation and maintenance is outlined in their submission.

To insure proper break in of all components while still under warranty, apparatus shall be delivered under its own power - rail or truck freight is not acceptable. Parkland County is expecting delivery no later than eight (8) months after receipt of order for the Fire Tanker and twelve (12) months after receipt of order for the Custom Fire Engine. Respondents are to indicate their estimated delivery on Schedule I – Rate Bid Form. A qualified delivery engineer representing the supplier shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in the proper operation, care and maintenance of the unit(s) delivered.

#### **4.2.5 Service Requirements**

Respondent shall maintain dedicated service facilities for the repair and service of equipment. Evidence of such a facility shall be included in submission. Each respondent shall furnish satisfactory evidence of their ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be built. Respondent shall also demonstrate that they are in a position to render prompt service and to furnish replacement parts.

The Supplier shall have a mobile service unit with Certified Service Technicians for providing service at Parkland County's site. Additionally, the Supplier should have a warranty-approved service facility within a 300 kilometer radius to the County's CSB. The County will make arrangements and be responsible for the delivery and pick up of the unit for service or repair. See Appendix D – Warranty Form for additional information. Manufacturer warranty approved service location is defined as follows:

- (a) Carries an inventory of manufacturer parts and supplies for units submitted;
- (b) Warranty, repair and service work performed at service location by certified manufacturer technicians for units submitted; and
- (c) Ability to perform warranty, repair and service work away from service location by certified manufacturer technicians, if required, at locations in Parkland County

#### **4.2.6 Performance Guarantee**

Based on the considerations of this project and the completed risk analysis, the units shall achieve ninety-five percent (95%) operational capability at all times. This does not include scheduled and required maintenance events. The Parkland County Fire Chief will determine if the apparatus is deemed operational based on current or recurring deficiencies.

#### **4.2.7 Dedicated Account Representative**

The respondent will assign a dedicated account representative who is the single point of contact, and can respond to inquiries on a timely basis including follow up of deficiencies. The Supplier will provide notification of changes to the assigned representative, as required.

#### **4.2.8 Inspection**

All materials, equipment and supplies provided are to be new, free of defects, fit for the intended use, and are subject to Parkland County's inspection and acceptance.

#### **4.2.9 Payment**

A start-up payment of ten percent (10%) of the contract value may be made available, if required, to the chosen Supplier following receipt of an invoice by Parkland County. A progress payment not to exceed fifty percent (50%) of the total contract value may be made available, if required, on delivery of chassis to the factory subject to the following: invoice from the manufacturer complete with serial numbers and proof of payment; acceptance of chassis by Parkland County; and receipt of invoice.

The final invoice is subject to a hold back in the amount of ten percent (10%) of the total contract value to allow for inspection and testing by Parkland County. The hold back will be released upon the correction of all deficiencies and Parkland County's final acceptance of the apparatus.

All payments will be made to the Supplier within thirty (30) days following receipt of a detailed invoice for deliverables accepted by Parkland County. Goods and Services Tax shall be identified separately on all invoices.

#### **4.2.10 Project Management**

- (a) Upon award, a pre-construction conference will be scheduled between the Fire Services representatives and supplier(s).
- (b) Engineering drawings shall be submitted to the County prior to commencement of the manufacturing process. This drawing shall show at a minimum the front, left, right and rear views of the vehicle, as it will look at the time of completion. This drawing shall indicate the chassis make and model, pump panel layout, location of the lights, siren, horns, compartments, major components, OAH, OAL, wheelbase, rear overhang, etc. A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the County showing any changes made to the approval drawing. A copy of this drawing shall be signed and returned to the apparatus manufacturer. The finalized and approved drawing shall become part of the contract documents.
- (c) Supplier will provide weekly status updates (to include photos) on progression during the truck build once the apparatus starts manufacturing.
- (d) A final inspection meeting shall be held at the manufacturer's facility. The supplier shall furnish travel, meals and lodging for up to two Fire Services representatives for the above mentioned meeting for each unit.

#### **4.2.11 Warranty**

Each piece of new fire or rescue apparatus shall be warranted to be free from defects in materials or workmanship under normal use and service. Each manufacturer shall supply, as a part of their submission, a copy of the warranty or warranties that they propose to provide. The supplier will be responsible for processing all the required paperwork with the manufacturer to supply parts and warranty labour payments. Respondents shall supply a complete list of warranties in writing as part of the submission.

The County's preference is to have warranty work provided on-site. The County would consider undertaking warranty work "in house" and being reimbursed for parts and labour at

the County current labour rate. Respondents are to provide warranty and service details on Appendix D – Warranty Form.

### 4.3 Rated Criteria

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

Rated Criteria Category	Point Scale	Weighting	Total Points Available
<b>Stage II</b>			
Corporate Profile, Demonstrated Experience and References	0 to 5	x 3	15
Specification Conformance (identified in Schedule "II")	0 to 5	x 5	25
Post-Delivery Support and Service	0 to 5	x 4	20
Delivery	0 to 5	x 2	10
Pricing	n/a	n/a	30
<b>Total Points</b>			<b>100</b>

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, stage III interview, 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 area to facilitate the evaluation process to ensure that their submission receives full consideration:**

#### **4.3.1 Corporate Profile, Demonstrated Experience and Qualifications**

This criterion will be evaluated as follows:

- (a) Corporate suitability and suitability of any parties in a joint venture and any subcontractors.
- (b) Identification and address of sales location and warranty-approved service location
- (c) Number of years the respondent has been providing similar goods and services relevant to the Deliverables.
- (d) WCB Letter of Clearance and Insurance Certificate.
- (e) References in accordance with instructions set out in Appendix C – Supplier Questionnaire Form.

#### **4.3.2 Specification Conformance**

This criterion will be evaluated as follows:

- (a) Submissions should fully address the respondent's ability to meet Schedule II - Equipment Specifications. The County reserves the right to consider variations from its specifications with due regard to their importance. Specification line items which cannot be met will be deducted points based upon the impact to the suitability of the proposed equipment. Incomplete submissions will result in a lower score.
- (b) Schedule II - Equipment Specifications completed with equipment details.
- (c) Manufacturer specifications and documentation for the proposed units.
- (d) Illustrative schematics for the units.
- (e) Innovative or value added features of the equipment, if applicable.

#### **4.3.3 Post Delivery Support and Service**

This criterion will be evaluated as follows:

- (a) Respondent's ability to meet warranty and service level requirements.
- (b) Manufacturer warranty information for the proposed unit as identified in Schedule II – Equipment Specifications.
- (c) Completion of Appendix D - Warranty Form.
- (d) Process for managing service requests and correcting deficiencies.
- (e) Operation and maintenance training sessions for Parkland County staff.
- (f) Details of Account Representative, Certified Service Technicians, and support personnel.
- (g) Additional service enhancements or benefits.

#### **4.3.4 Delivery**

This criterion will be evaluated as follows:

- (a) Respondents are to confirm delivery costs are included to Parkland County's CSB and they can meet delivery requirements.
- (b) Respondent's timeframe for delivery of the units in accordance with delivery timeframes indicated in the Deliverables section above.
- (c) A shorter timeframe for delivery is preferred by Parkland County.

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 x 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 – TERMS AND CONDITIONS**

### **1. Scope**

These Terms and Conditions form a part of this RFQ of Parkland County, or any group associated with Parkland County, which is stated to be subject to Parkland County Terms and Conditions. Accordingly such Terms and Conditions shall form a part of each Contract, whether a formal written agreement or purchase order, created by the acceptance of a submission relating to such RFQ.

### **2. Time**

Time is of the essence.

### **3. Assignment**

This contract shall be binding upon the parties' respective successors obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no goods and services to be provided by the Supplier hereunder shall be subcontracted to or provided on behalf of the Supplier by any third party, except upon prior written permission by the County. The County shall have the sole right to assign the contract.

### **4. Compliance with Laws**

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

### **5. Financial**

The County reserves the right to investigate Suppliers financial position.

### **6. Supplier Performance / Default**

Suppliers aware of potential or pending supply difficulties must notify the County immediately of such difficulties before lack of supply of contracted products endangers the County's ability to supply products to user areas.

In the event of non-performance, the County reserves the right to acquire the items from alternative sources, and the Supplier shall be responsible for any costs beyond what has already been paid to the Supplier, required to complete the Work satisfactorily and will pay the amount thereof to the County on demand.

If the Supplier defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with any resulting contract as it affects the Supplier's obligations, the County will advise the Supplier in writing. If the default or deficiencies in performance are not resolved to the County's satisfaction within ten (10) days the County may, at its sole discretion, terminate any remaining portion of the contract with the Supplier upon five (5) days written notice delivered to the Supplier, free of any claim of the Supplier of every nature and kind.

### **7. Force Majeure**

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, government action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.

In the Event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last for longer than thirty (30) days, the County may terminate the Agreement by notice to the Supplier without further liability, expense or cost of any kind.

#### **8. Goods and Services Tax**

The County is subject to the Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

#### **9. Worker's Compensation Board Statement**

The Supplier shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta, 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 within two (2) business days of request by the County.

#### **10. Indemnification**

The Supplier shall indemnify and hold the County harmless with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the County with respect to this Agreement.

The Supplier shall 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 Supplier, 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 Supplier, or by any employee, agent or servant of the Supplier in the performance of this Agreement. Such indemnification shall survive this Contract.

#### **11. Insurance**

The Supplier, with whom the County wishes to enter into an agreement, shall, at the Supplier's own expense, provide the County, with the following applicable insurance coverage, with an insurer licensed in Alberta, prior to the commencement of the Contract:

- a) Comprehensive general liability for an amount of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence.
- b) Standard automobile insurance for all vehicles owned, licensed, or leased by the Supplier for an amount of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence.
- c) Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence.

Certificate(s) of Insurance, naming Parkland County as an additional insured, shall be supplied to the County evidencing that the above insurance is in force, and endorsed to provide the County with thirty (30) days written notice prior to any cancellation or material change to the policies.

#### **12. Jurisdiction**

The parties agree that the laws of the Alberta shall govern the Contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

### **13. Independent Contractor**

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

### **14. No Additional Payment**

No increase in the price of the goods or services or any additional payment will be authorized by the County or made to the Supplier as a result of any change to the Contract unless such increase or additional payment has been authorized in advance and in writing by the County's authorized representative.

### **15. Termination**

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

- a) should the Supplier be adjudged bankrupt, or become insolvent, the County may, without prejudice to any other right or remedy the Supplier may have, terminate the Agreement by giving the Supplier or their receiver or their trustee in bankruptcy, written notice;
- b) at any time upon notice for a major breach of the terms of this Agreement by the Supplier;
- c) at any time following the failure of the Supplier to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;
- d) upon ten (10) days written notice to the Supplier from the County during the term of this Agreement, whereupon the County shall pay to the Supplier any fees and expenses due to the effective date of cancellation but not thereafter;

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

### **16. Occupational Health and Safety (OH&S)**

The Supplier shall adhere to all applicable OH&S and site safety standards. The Supplier shall ensure all applicable OH&S Legislation, County Safety Policies, and industry standards are readily available to all of the Supplier's Personnel and that all of the Supplier's Personnel are aware of comply with the OH&S Legislation, County Safety Policies and industry standards.

### **17. Environmental Protection**

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

### **18. Entire Agreement**

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

## 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.	
<b>Full Legal Name of Respondent:</b>	
<b>Any Other Relevant Name under Which the Respondent Carries on Business:</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>RFQ Contact Person and Title:</b>	
<b>RFQ Contact Phone:</b>	
<b>RFQ Contact Facsimile:</b>	
<b>RFQ Contact E-mail:</b>	

### 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 in attached Schedule I – Rate Bid Form.

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:

<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 Submission:</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.

**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 – SUPPLIER QUESTIONNAIRE FORM

### 1. Legal Name

Provide the legal name of the respondent

---

### 2. Company Location

Provide the sales and service locations for the company

Sales Location:	
Service Location:	

- Respondent has a warranty-approved service location within 300 kilometre radius of Parkland County's County Services Building located at 2700 – 48 Street, Stony Plain, Alberta, T7Z 2Y1.

### 3. Parent Company

Provide the following information for the respondent's parent company

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

### 4. Type of Company

Check the appropriate type of company

- |                |                          |                 |                          |
|----------------|--------------------------|-----------------|--------------------------|
| Proprietorship | <input type="checkbox"/> | Limited Company | <input type="checkbox"/> |
| Partnership    | <input type="checkbox"/> | Corporation     | <input type="checkbox"/> |
| Other          | <input type="checkbox"/> |                 |                          |

If other, provide details:

---

### 5. Goods and Services Tax (GST) Registration Number

Provide company's GST registration number

GST Registration Number	
-------------------------	--

**6. Company Officers**

Provide the following information for all company officers

<u>Title</u>	<u>Name</u>

**7. Years of Experience**

State the number of years' experience providing similar goods and services

Years of Experience \_\_\_\_\_

**8. Brief Corporate Profile**

The respondent shall provide brief details of their Corporate Profile in the box provided below, or attach as a separate sheet.

**9. Insurance Coverage**

The respondent is required to carry insurance policies in accordance with the minimum requirements and limits set out in Appendix A – Terms and Conditions. Proof of insurance should be provided to Parkland County with the respondent's submission.

Proof of insurance is attached.

**10. Worker’s Compensation Board (WCB)**

The respondent is required to provide proof of compliance with all the requirements of the Worker’s Compensation Act of Alberta in accordance with Appendix A – Terms and Conditions. A WCB clearance letter should be provided with the respondent’s submission as evidence of such compliance.

Current WCB Clearance Letter is attached.

**11. Designated Account Representative**

Provide the name and contact details for the Designated Account Representative

Name:	
Location:	
Phone Number:	
Fax Number:	
Email Address:	

**12. Subcontractors**

Respondents are to list any subcontractors or manufacturers used to build the complete apparatus. Include past experience with identified subcontractors.

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

(Repeat above for each identified subcontractor)

**13. Relevant Experience and References**

Each respondent is requested to provide six (6) references from clients who have obtained similar goods to those requested in the RFQ from the respondent in the last five (5) years.

**Reference #1**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Provided:</b>	
<b>Type of Equipment Provided:</b>	

**Reference #2**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Provided:</b>	
<b>Type of Equipment Provided:</b>	

**Reference #3**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Provided:</b>	
<b>Type of Equipment Provided:</b>	

**Reference #4**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Provided:</b>	
<b>Type of Equipment Provided:</b>	

**Reference #5**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Provided:</b>	
<b>Type of Equipment Provided:</b>	

**Reference #6**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Provided:</b>	
<b>Type of Equipment Provided:</b>	

## APPENDIX D – WARRANTY FORM

Due to the operational requirements for this unit, the respondent must be able to provide on-site service and should maintain a warranty-approved service facility within a 300 kilometre radius to Parkland County’s County Services Building, located at 2700 – 48 Street, Stony Plain, Alberta. In the event that warranty work is beyond the scope of on-site repair, the unit may be taken to the warranty-approved service facility. The manufacturer will be responsible for any and all costs should warranty work require that the unit be taken outside of the 300 kilometre radius.

The County’s preference is to have warranty work provided on-site. The County would consider undertaking warranty work “in house” and being reimbursed for parts and labour at the County current labour rate. Additional sheets may be attached separately.

Name of Warranty-Approved Mobile or On-site Service Provider	Type of Warranty Work that can be Provided On-site (location specified above)	Type of Warranty Work that can be provided “in house” by Parkland County and reimbursed	Response time from initial service call
Name of Warranty-Approved Facilities within 300 kilometre radius (as specified above)	Physical Address and Contact Number	Type of Warranty Work that can be Provided Specific to Location	Response time from initial service call
Name other Warranty-Approved Facilities that may be required on an exception basis.*	Physical Address and Contact Number	Type of Warranty Work that can be Provided Specific to Location	