



Sturgeon

C O U N T Y

Request for Proposals
For
Sturgeon County Parks Feasibility Study

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Request for Proposals No.: 2024-030

Issued: **February 15, 2024**

Submission Deadline: **March 1, 2:00:00pm local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by Sturgeon County (**discretionary** the “County”) to prospective proponents to submit proposals for Sturgeon County Parks Feasibility Study, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

Sturgeon County covers more than 2,300 square kilometers of rural agricultural, industrial, and residential land and is located close to several large urban centres. Sturgeon County is only minutes north of St. Albert and Edmonton, Sturgeon County offers some of the advantages of urban life while maintaining the serenity that can only come from country living. The County serves nearly 21,000 residents and is comprised of 38 townships (including partial townships), 185 km’s of Provincial Highways and 1,776 km’s of county defined Arterial, Collector and Local Roads

The objective of this Request for Proposal is to solicit Proposals from qualified and experienced proponents. Sturgeon County wishes to move forward with a study to determine the feasibility for Sturgeon County to develop five parks categorized as “county-wide.” A secondary objective is to identify areas of Sturgeon County deficient in the “neighbourhood” category of park, as per the definition in the Open Space Plan.

1.1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to enter into the contract with the County. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All proponents must have a vendor account with the County’s electronic bidding system at:

[STURGEON COUNTY E-SUBMISSION PORTAL](#)

and must be registered as a plan taker for this opportunity. This will enable the proponent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their proposal electronically through the bidding system.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Christine Jungkind, Procurement Coordinator, Sturgeon County

Email: procurement@sturgeoncounty.ca

Phone: 780-939-8022

Questions and clarifications should be sent through the e-submission portal.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the County, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be required to enter into an agreement with the County for the provision of the Deliverables in the form attached as Appendix A to the RFP (the "Agreement").

In the event that changes to the County's provided terms and conditions are requested, the County reserves the right to adjust pricing to reflect the true cost of the award, or request legal fees be covered by the selected proponent.

1.3.2 Term of Contract

The term of the Agreement will be in effect until the completion of the Deliverables.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	February 15, 2024
Deadline for Questions	February 22, 2024 11:59:59 PM local time
Deadline for Issuing Addenda	February 26, 2024 11:59:59 PM local time
Submission Deadline	March 1, 2024 2:00:00 PM local time
Irrevocability Period	60 calendar days
Anticipated Execution of Agreement	April 2024

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

1.4.2 Site Visit / Pre-Bid Meeting (if applicable)

N/A

1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

[STURGEON COUNTY E-SUBMISSION PORTAL](#)

Submissions by other methods will not be accepted. In the event of any technical issues, proponents should contact the bidding system's technical support.

1.5.2 Proposals to be Submitted on Time

Proposals must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of proposals shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Proposals

Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for the Irrevocability Period, as specified in the RFP Timetable, running from the moment that the Submission Deadline passes.

[End of Part 1]

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PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The County will conduct the evaluation of proposals in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the County, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix B).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The County will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the County, be rejected.

2.3.2 Non-Price Rated Criteria

The County will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the County may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the County may reject the proposal. The County may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Identification of Top-Ranking Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the County, the top-ranked proponents

will be selected to either a short form presentation to the County of their proposal or the County may enter into the Agreement with the top ranked Proponent.

2.7 Notice to Proponent and Execution of Agreement

Notice of selection by the County to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the County and may be waived by the County.

2.8 Failure to Enter into Agreement

If a selected proponent fails to execute the Agreement or satisfy any pre-conditions of award within fifteen (15) days of notice of selection, the County may, without incurring any liability, proceed with the selection of another proponent and pursue all other remedies available to the County.

[End of Part 2]

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PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

This RFP does not create a binding agreement between the Party and will not be enforceable. Only the future, agreement, duly executed by the Party, will be enforceable. The terms and conditions of any future agreement will supersede any terms and conditions contained in this RFP.

3.1.2 Proponents to Follow Instructions

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

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Past Performance

In the evaluation process, the County may consider the proponent's past performance or conduct on previous contracts with the County or other institutions.

3.1.6 Information in RFP Only an Estimate

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

3.1.7 Proponents to Bear Their Own Costs

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

3.1.8 Proposal to be Retained by the County

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

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The County makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The County may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

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

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

in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The County is under no obligation to provide additional information, and the County is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The County shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the County, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum posted in the bidding system. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the County.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the County determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the County may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify and Clarify

When evaluating proposals, the County may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The response received by the County shall, if accepted by the County, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once the Agreement is executed by the County and a proponent, the other proponents may be notified directly in writing by mail or public posting of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the County's location or by way of conference call or other remote meeting format as prescribed by the County.

3.3.3 Procurement Protest Procedure

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the proponent wishes to challenge;
- (b) a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and

- (c) the proponent's contact details, including name, telephone number and email address.

The County will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which the County will provide the proponent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the County in the preparation of its proposal that is not available to other proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The County may disqualify a proponent for any conduct, situation, or circumstances, determined by the County, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the County may be precluded from participating in the RFP process in instances where the County has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The County may disqualify a proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the County determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the County; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

The County may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the County, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the County will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the County in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the County

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

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

3.5.2 Confidential Information of Proponent

Proponents are advised that the County is governed by Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP") and information submitted to the County in response to this RFP may be subject to disclosure under FOIP. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the County. The confidentiality of such information will be maintained by the County, subject to its disclosure requirements under FOIP or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the County to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the County

The County reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written verification or clarification from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) reject a proposal that contains abnormally low or unbalanced pricing;
- (f) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (g) verify with any proponent or with a third party any information set out in a proposal;
- (h) check references other than those provided by any proponent;
- (i) disqualify a proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (j) select a proponent other than the proponent whose proposal reflects the lowest cost to the County;
- (k) cancel this RFP process at any stage;
- (l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (m) accept any proposal in whole or in part;
- (n) reject any or all proposals; or
- (o) cancel this RFP in the event that less than three proposals have been received;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither the County nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity, or for any other claim; and
- (b) the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the County's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent, or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3)

- (a) are intended to be interpreted broadly and independently (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 County; and
- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

3.8 Litigation

Take notice that this procurement opportunity is NOT open to a party who is currently in litigation proceedings (whether in a Court, tribunal, or arbitration process of any kind or of any nature) against, or who has previously been in litigation proceedings against the County for a period of 3 years immediately prior to the date of release of this procurement opportunity ("a Litigant"). If any submission in response to this procurement opportunity is made by a Litigant, the County may reject the submission, in its sole and unfettered discretion, either before or after opening the submission, and not give any consideration to such submission.

[End of Part 3]

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**APPENDIX A –
FORM OF AGREEMENT**

BETWEEN:

Sturgeon County
(referred to as the “County”)

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]
(referred to as the “Supplier” and or “Consultant”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

[Insert Name of Project or Brief Description of Deliverables – should match the description used as the title of the RFX document]

is comprised of the following documents, which are collectively referred to as the “Contract”:

- a. this Agreement;
- b. the Schedule of Deliverables, Rates, and Specific Provisions, attached hereto as Schedule 1;
- c. the Standard Terms and Conditions, attached hereto as Schedule 2;
- d. the **[*Insert RFX Document Name and #*]**, including any addenda, (the “Solicitation Document”); and
- e. all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

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

3. Execution

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

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

Sturgeon County

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the County.

[Insert Supplier’s Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature: I have the authority to bind the Supplier.

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

[*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate*]

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the County to the Supplier under the Contract shall not exceed [*insert maximum contract amount*] (\$xxx).

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

C. Payment Terms

The payment terms for the Contract are as follows: [*insert payment terms (i.e. monthly invoices, full payment upon acceptance, progress payments, etc.)*]

The Supplier shall be compensated upon completion of the Deliverables.

The County shall not under any circumstances be liable for payment for additional services without a written amendment to the agreement.

Without limiting the generality of the foregoing, the County shall not be required to make payment for any cost or disbursement incurred by or on behalf of the Supplier for the purpose of rectifying errors or omissions for which, in the reasonable opinion of the County, the Supplier is responsible.

The County shall pay the Supplier 30 days after receipt of an invoice that is acceptable in accordance with the terms of the Agreement.

Please send all invoices to invoicesnoreply@sturgeoncounty.ca with invoices as attachments only, and with applicable backup only. Only send one invoice per email and do not send an invoice twice or send multiple invoices as this may cause delays in payment. Any content in the body of the email is not monitored.

D. County and Supplier Representatives

The County Representative and contact information for the Contract Deliverables is:

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

The County Representative and contact information for Contract changes is:

Procurement Services at procurement@sturgeoncounty.ca.

The Supplier Representative and contact information for the Contract is:

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

E. Term of Contract

The Contract shall take effect on the [*insert date*] (the "Effective Date") and shall be in effect until [*insert end date of initial term*] (the "Expiry Date"), with an option in favour of the County to extend the term for an additional period of [*insert extension period, if applicable, or revise this language as necessary*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law (the "Term").

F. Specific Provisions

Where an employee, agent or contractor of the Supplier has found to have breached a provision of this Agreement or any of the standards set out herein, the County may, in its sole discretion, require that such individual or corporation be forbidden from accessing, using, or disclosing the Information or information systems, and the Supplier shall forthwith take all necessary steps to discontinue such access, use or disclosure.

[*Insert any additional contract performance terms or modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from the Supplier's Submission or negotiated changes to the Solicitation Document, if applicable*]

***Cyber Security**

Information provided to the Supplier shall not be stored in an electronic format outside of Canada unless specifically agreed to by the County in writing in advance.

A breach by the Supplier of the terms of this Section shall be considered a material breach of the Agreement giving rise to the County's ability to terminate the Agreement for cause.

The Supplier agrees to cooperate with investigations undertaken by the County, by a third party instructed by the County, or by a person or body with statutory authority to conduct an investigation, in relation to cyber breaches, the collection, use or disclosure of any Information provided through the provision of the Deliverables.

The Supplier agrees to cooperate with the County in mitigating any loss or damage resulting from an unauthorized use or disclosure of Information or breach.

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ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

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

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

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

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

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

“County Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

“Deliverables” means everything developed for or provided to the County in the course of performing under the Contract or agreed to be provided to the County under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation, and other materials, however recorded, developed, or provided;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

“Expiry Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

"FOIP" means the *Freedom of Information and Protection of Privacy Act*;

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

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

"Information" means information in any format, including without limitation electronic data, paper records, or verbal information, and includes Personal Information.

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

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

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

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

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

"Rates" means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

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

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

"Supplier Representative" is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

"Supplier's Intellectual Property" means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

"Term" is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions); and

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

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from the County

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

2.02 Entire Contract

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

2.03 Severability

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

2.04 Failure to Enforce Not a Waiver

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

2.05 Changes by Written Amendment Only

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

2.06 Force Majeure

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

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, or email and shall be addressed to, respectively, the County Representative and the Supplier Representative. Notices shall be

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

2.08 Governing Law

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

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COUNTY AND SUPPLIER

3.01 Supplier's Power to Contract

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

3.02 Representatives May Bind the Parties

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

3.03 Supplier Not a Partner, Agent, or Employee

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

3.04 Non-Exclusive Contract, Work Volumes

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

3.05 Responsibility of Supplier

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

3.06 No Subcontracting or Assignment

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

in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates, or volunteers and the County.

3.07 Duty to Disclose Change of Control

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

3.08 Conflict of Interest

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

3.09 Contract Binding

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

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 Commencement of Performance

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

4.02 Deliverables Warranty

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

4.03 Health and Safety

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

4.04 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the County, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the County's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage, or customs brokerage charges, shall be paid by the County, unless specifically agreed by the County in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the County. Receipt of the Deliverables at the County's location does not constitute acceptance of the Deliverables by the County. The Deliverables are subject to the County's inspection and

acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the County, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the County in a rectification notice.

4.05 Use and Access Restrictions

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

4.06 Notification by Supplier of Discrepancies

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

4.07 Change Requests

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

4.08 Pricing for Requested Changes

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

4.09 Performance by Specified Individuals Only

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

4.10 Time

Time is of the essence of the Contract.

4.11 Rights and Remedies Not Limited to Contract

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

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 Payment According to Contract Rates

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

5.02 Hold Back or Set Off

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

5.03 No Expenses or Additional Charges

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

5.04 Payment of Taxes and Duties

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

5.05 Withholding Tax

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

5.06 Interest on Late Payment

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

5.07 Document Retention and Audit

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

ARTICLE 6 – CONFIDENTIALITY

6.01 Confidentiality and Promotion Restrictions

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

6.02 County Confidential Information

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

6.03 Restrictions on Copying

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

6.04 Notice of Breach

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

6.05 Injunctive and Other Relief

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

6.06 Notice and Protective Order

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

6.07 Records and Legislative Compliance

The Supplier and the County acknowledge and agree that FOIP applies to and governs all Records and may require the disclosure of such Records to third-parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the County within seven (7) calendar days of being directed to do so by the County for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the County determines, in its sole discretion, that access is permitted under FOIP and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose, or destroy any Personal Information for any purposes that are not authorized by the County; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction, or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to

those of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a County representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the County would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the County may be disclosed by the County where it is obligated to do so under FOIP, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

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

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 County Intellectual Property

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

7.02 No Use of the County Insignia

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

7.03 Ownership of Intellectual Property

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

7.04 Supplier's Grant of License

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

7.05 No Restrictive Material in Deliverables

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

7.06 Third-Party Intellectual Property

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

7.07 Survival

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

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought, or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third-party bodily injury (including death), personal injury, and property damage, in any way based upon, occasioned by, or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers, or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue, or profit, by any person, entity, or organization, including, without limitation, the County, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Insurance

Insurance

Without in any way limiting the liability of the Supplier, the successfully awarded Proponent shall obtain, at its own cost, and maintain in force during the term the following insurance, all satisfactory to Sturgeon County, acting reasonably:

- a) standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property.
- b) a comprehensive general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 1) non-owned automobiles.
 - 2) sudden and accidental
 - 3) independent subcontractors.
 - 4) pollution Liability.
 - 5) contractual liability including the ensuing Agreement.
 - 6) broad form property damage endorsement; and
 - 7) products and completed operations coverage.
- c) **IF APPLICABLE:** Errors and omissions coverage for professional services liability with limits of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence or as such higher limit as the County may determine to be appropriate for future operations. (When applicable to the engagement.)
- d) **IF APPLICABLE:** Environmental Impairment liability insurance shall have limits of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence. Such policy shall cover the cost of clean-up and any damages resulting from environmental impairment including, but not limited to, pollution arising from "sudden and accidental" events, bodily injury, death, and damage to property.
- e) **IF APPLICABLE:** Cyber liability insurance for breaches of information or data security standards, with limits of not less than **TWO MILLION (\$2,000,000) DOLLARS** per claim.

- f) **IF APPLICABLE:** Unmanned Aircraft Systems (UAS/Drone) or Remotely Piloted Aircraft System (RPAS) policy inclusive of third-party bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property. Pilot licensing must be in place and in compliance with all provincial and federal requirements. Proof of pilot licensing may also be requested as the discretion of the County.
- g) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta; and
- h) such other insurance as the County may from time to time reasonably require.

The Supplier shall ensure that, except for automobile and errors and omissions coverage, all insurance coverage maintained by the successfully awarded Proponent in accordance with this Agreement shall name Sturgeon County and any other party designated by Sturgeon County as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to Sturgeon County.

The Supplier shall, upon the request of Sturgeon County, furnish written documentation, satisfactory to Sturgeon County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the successfully awarded Proponent as set forth herein shall be borne by the successfully awarded Proponent.

8.03 Proof of Insurance

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

8.04 Workplace Safety and Insurance

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

ARTICLE 9 – TERMINATION, EXPIRY, AND EXTENSION

9.01 Immediate Termination of Contract

The County may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the

Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between County and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the County; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the County; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 **Dispute Resolution by Rectification Notice**

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

9.03 **Termination on Notice**

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

9.04 **Supplier's Obligations on Termination**

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

9.05 **Supplier's Payment Upon Termination**

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

9.06 **Termination in Addition to Other Rights**

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

9.07 **Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the County exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions, and covenants contained in the Contract. The option shall be exercisable by the County giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 **Evaluation of Performance**

The Supplier will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the County may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

[End of Sample Form of Agreement]

PREVIEW
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APPENDIX B – RFP PARTICULARS

A. THE DELIVERABLES

1. **Project Background**

The Open Space Plan (OSP) classifies parks in Sturgeon County as local, neighbourhood, and county-wide each serving a different purpose, offering a variety of amenities and different level of service.

Two parks have been categorized in the OSP as county-wide:

- Cardiff Park and
- Bellerose Park.

Both parks have a concept and implementation plan to guide the phasing of capital investments and landscape management.

The Municipal Development Plan contemplates a much larger future park system along the Sturgeon River starting at the St. Albert east boundary at River Lot 56 and continuing up to Hwy 37. This Park System includes the existing Bellerose Park. (APPENDIX E - MAP 6 STURGEON VALLEY OPEN SPACE)

NOTE: In addition, based on the OSP description of a county-wide park, Sandy Lake Wilderness Area should be included in this classification.

To this end, the County is currently undertaking a concept and management plan for the wilderness area to guide its development and natural area management.

Council and Leadership Team have directed Administration to assess an additional county-wide park development from a potential private land donation near the area of Victoria Trail/Redwater Provincial Recreation Area. Although Council has been supporting increasing capital spending on park and trail development, the potential financial, service level and land acquisition impacts for the development of five county-wide parks are unclear.

Overall, the County wants to ensure the provision and distribution of parkland and amenities is equitable across the County recognizing that not all areas will have access to a county-wide category of park. As a secondary objective to address any deficiencies for parkland provision by reviewing existing park sites and identify locations where “neighbourhood” parks could be developed and the assess the impacts.

2. **Scope of Work**

The successfully awarded Proponent will be asked to accomplish the following deliverables in the final report. Proponents are asked to speak to their ability to accomplish these deliverables through past project experience, previously utilized strategies and methodologies, and risk mitigation identification. Please note that the tasks below are the basis of the report requirements that may be discussed at project kick off with the department and refined.

- a. Consolidate and analyze County information on parks classified as “county-wide”, amenities, and unique site conditions in a manner consistent with the County’s Park classification in both narrative and mapping form.
- b. Use existing park concept plans and estimates; and develop preliminary park concepts for the Sturgeon Valley Park System and the new acquisition (work with the private stakeholder for the final reclamation plan) to inform feasibility study.
- c. Undertake a basic needs assessment to determine parkland amenity priorities and address any gaps in information through public and staff engagement.
- d. Update information on recreational trends and amenity needs within the County and the Edmonton region.

- e. Identify areas of the County that are underserved with county-wide parks and identify opportunities for the development of neighbourhood park category on existing parcels, provide a recommendation for any new land acquisitions or donations.
- f. Using information collected through the above tasks, provide recommendations on park development to ensure that parks across the County address the diversity of market needs while providing base amenities that residents expect.
- g. Develop a coherent and comprehensive multi-year plan for recommended parks and include:
 - i. infrastructure costs.
 - ii. lifecycle replacement costs.
 - iii. recommend park and amenity development in priority sequence.
 - iv. identify land acquisition needs and associated costs or strategies.
 - v. develop an estimated operating and maintenance budget that is commensurate with the capital investments.

3. High level Deliverables Summary

- a. Deliverable Milestone #1
 - i. Project Charter
 - ii. Public Engagement Plan and Communications Plan
 - iii. Information scan and consolidation of information
 - iv. Preliminary Assessment of existing concept plans
- b. Deliverable Milestone #2
 - i. Community needs assessment and summary report.
 - ii. Internal Staff Engagement
 - iii. Recreation trends in region
 - iv. Consolidated concept plans and parkland deficiency assessment
- c. Deliverable Milestone #3
 - i. Recommendations and multi-year plan
 - ii. Draft and final report

Proponents are asked to map their payment and resource allocation to the above milestone requirements.

If the Proponent wishes to include additional information on any point that is not directly relevant to the specific scope of work described in this RFP, that information should be placed in a separate section entitled "Additional Information" and referenced in the main body of the Proposal.

4. Project Timeline

Estimated Project start date	90 calendar days
Deliverable Milestone #1	March 28, 2024
Deliverable Milestone #2	April 15, 2024
Deliverable Milestone #3	September 1, 2024
Presentation / Final Deliverable	September 30, 2024

5. Additional requirements

N/A

6. Proponent Response Instructions

- a. The County is looking for quality responses that are clearly presented and address the requested scope. The County requires the Proponent's Proposal be organized in a document as outlined below. Please see **Section F** below for additional information on what should be included and how proposal content will be evaluated.

Example:

- i. Title page – Proponent information, Contact for the Proposal, Date
 - ii. Introduction
 1. Company profile
 2. Team members (inclusive of their qualifications - 1 page max per member)
 - iii. Methodologies and approach to presented Deliverables.
 1. Approach to client relationships
 2. Stakeholder engagement
 3. Municipal work experiences / lessons learned.
 4. Approach to time management / teamwork
 - iv. Past Projects
 1. Customer, length of relationship, risk mitigation, communication strategy, lessons learned
 2. Project Sheets (or similar)
 1. Project sheets indicating, project name, dates, deliverables, reference contact information and lessons learned are recommended.
 2. References for past work performed in the public sector.
 1. See reference tables below.
 - vii. Appendix C: Signed Submission form
 - viii. Other Information as required.
- b. The total length of the Proposal shall not be more than ten (10) pages, excluding Cover Page, Table of Contents, Appendices and Resumes.

7. Corporate Profile, key personnel, and team composition

- a. Proponents should present a brief history of their length in business and core competencies. Inclusive of detailing any previous experience with stakeholder engagement and delivering like services in Municipal or public sector agencies within Alberta.
- b. Indicate the names of key personnel, any sub-consultants, their role, and availability for this project.
- c. Proponents should ensure that their project team has sufficient expertise and capacity to provide advice on all aspects of the desired services. Including any certifications held by the company or key staff who will be part of the service delivery team.
- d. Proponents are requested to present how they will address their resource allocation.
- e. Proponents must propose a resource (the Designated Principal) that is available to respond to escalation of issues that have not been satisfactorily resolved through normal, day-to-day processes. That resource should have sufficient management authority to bring issues to a close, with finality.
- f. Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the County, their elected or appointed officials or employees.

8. References

- a. Provide up to three recent client references where your company has provided relevant work. Preference will be given to Proponents having successfully completed work with similar organizations.

- b. Proponents consent the County may contact the companies below to verify references. References will be confidential and will not be reviewed or discussed with Proponents. **Please note the Reference Table is provided on the E-Submission to fill in.**

Client/Company Name	
Contact Name	
Contact Phone Number	
Email	
Description of Services Provided	
Lessons Learned	
On-Time and On budget (y/n: comment)	

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Proponents should refer to the instructions attached to the solicitation for the **Appendix C – Submission Form** requirements and provide all required information in accordance with the instructions provided in the bidding system.

2. Pricing

Each proposal must include pricing information that complies with the instructions set out below in Section G of this Appendix B.

3. Other

Proponents are requested to provide clear references that speak to their ability to provide the services required.

4. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

1. Project Team

The project team must have the required certification and credentials services.

2. Documentation

All relevant RFP documents must be submitted including a completed **Appendix D – Health and Safety Questionnaire** must be provided with the proposal package. Please note that any additional health and safety information identified on that form including but not limited to health and safety policy, hazard assessment documents, drug, and alcohol policies, etc., will be required from the successfully awarded proponent.

E. PRE-CONDITIONS OF AWARD

a. Insurance

Without in any way limiting the liability of the successfully awarded Proponent, the successfully awarded Proponent shall obtain, at its own cost, and maintain in force during the term the following insurance, all satisfactory to Sturgeon County, acting reasonably:

- a) standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property.
- b) a comprehensive general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 1) non-owned automobiles.
 - 2) sudden and accidental
 - 3) independent subcontractors.
 - 4) pollution Liability.
 - 5) contractual liability including the ensuing Agreement.
 - 6) broad form property damage endorsement; and
 - 7) products and completed operations coverage.
- c) **IF APPLICABLE:** Errors and omissions coverage for professional services liability with limits of not less than **TWO MILLION (\$2,000,000.00) DOLLARS** per occurrence or as such higher limit as the County may determine to be appropriate for future operations.
- d) **IF APPLICABLE:** Unmanned Aircraft Systems (UAS/Drone) or Remotely Piloted Aircraft System (RPAS) policy inclusive of third-party bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property. Pilot licensing must be in place and in compliance with all provincial and federal requirements. Proof of pilot licensing may also be requested as the discretion of the County.
- e) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta; and
- f) such other insurance as the County may from time to time reasonably require.

The successfully awarded Proponent shall ensure that, except for automobile and errors and omissions coverage, all insurance coverage maintained by the successfully awarded Proponent in accordance with this Agreement shall name Sturgeon County and any other party designated by Sturgeon County as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to Sturgeon County.

The successfully awarded Proponent shall, upon the request of Sturgeon County, furnish written documentation satisfactory to Sturgeon County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the successfully awarded Proponent as set forth herein shall be borne by the successfully awarded Proponent.

b. Health and Safety Information

Only the successfully awarded Proponent will be asked to provide the relevant back up documentation and information requested on the health and safety questionnaire prior to award.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score will not proceed to the next category evaluation. Categories are evaluated in the order provided below.

Criteria Category	Weighting (Points)	Minimum Threshold
a. Overview, Scope of Work, and Project Understanding	40 points	30
b. Project Team, Experience, and References	20 points	13
c. Communication Experience	10 points	7
d. Resource Allocation and Timeline	10 points	7
Pricing (See Section G below)	20 points	N/A
Total Points	100	N/A

*The County reserves the right to adjust the minimum threshold weighting, section by section as required, in the event that no proposals meet the minimum threshold score.

1. Overview, Scope of Work, and Project Understanding (40)

Each proponent should provide the following in its proposal:

- (a) A quality response and details that demonstrate understanding of the project scope and requirements;
- (b) Methodologies proposed in response to the Deliverables;
- (c) Project sheets (3) for similar projects that demonstrate successful completion of work relevant to the County's Deliverables;
- (d) Key challenges as proponents understand them; and
- (e) Demonstrated ability to complete the Deliverables.

2. Project Team, Experience, and References (20)

Each proponent should provide the following in its proposal:

- (a) Response to key personnel (org chart), experience, corporate experience;
- (b) A description of knowledge, skills, and experience relevant to the Deliverables;
- (c) The roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise; and
- (d) Three (3) References that can speak to proponent's ability to perform the Deliverables.

3. Communication Experience (10)

Each proponent should provide the following in its proposal:

- (a) Demonstrated experience with public engagement;
- (b) Demonstrated experience with communicating a project to both internal/external stakeholders; and
- (c) Demonstrated experience presenting to Council, Senior Leadership, or Executives.

4. Resource Allocation and Timeline (10)

Each proponent should provide the following in its proposal:

- (a) A proposed project timeline;
- (b) A description of risk mitigation strategies to deliver the services in or as close to the timeline requested; and
- (c) The allocation of team members to ensure successful completion of the Deliverables.

G. PRICE EVALUATION METHOD

Pricing is worth **20** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, 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.

Required Pricing Information

The proponent's pricing as specified below is inclusive of all expenses incurred by the proponent in the performance of the Services and as such the County will not be obliged to pay any expenses incurred by the successfully awarded proponent in the performance of the Services.

Description	Price
Lump Sum Pricing	\$ _____
Total:	\$ _____

Please note that the project pricing should be presented as a Lump Sum. Hourly Rates are requested for information purposes in the event that any touch ups or revisions may be approved and requested at a later date upon full completion and acceptance of deliverables.

Any fees not identified in the quotation will be the responsibility of the successfully awarded Proponent.

In addition to completing the Pricing outlined, proponents shall provide a full Schedule of Fees for all items as outlined in the scope of work as a separate section in their quotation.

The County reserves the right to request additional hourly services from the successfully awarded Proponent in the event there is a future requirement.

Additional Pricing Information

The County is requesting pricing information on the following items, which may or may not be procured at the discretion of the County. Proponents should provide separate pricing information in their Proposals.

Description	Price
Hourly Rate	\$ _____

*Please note: Pricing for the above Additional Deliverables will not be used as part of the Evaluation under this RFP.

APPENDIX C – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The proponent is deemed to have read and accepted all addenda issued by the County prior to the Deadline for Issuing Addenda. The onus is on proponents to make any necessary amendments to their proposals based on the addenda.

5. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor, and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal, **AND** (b) were employees of the County within twelve (12) months prior to the Submission Deadline.

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

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

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

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

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the County to the advisers retained by the County to advise or assist with the RFP process, including with respect to the evaluation this proposal.

9. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for the Irrevocability Period specified in the RFP, running from the moment the Submission Deadline has passed.

10. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the County, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

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Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D – HEALTH & SAFETY QUESTIONNAIRE



9613-100 St Morinville, AB T8R1L9
 780-939-4321 / 1-866-939-9303 Fax: 780-939-2076
 www.sturgeoncounty.ca

**Sturgeon County Health and Safety
 Management System**
**Element 6 – Other Parties at or in the Vicinity of the
 Work Site**
Contractor Questionnaire (6.2.a) February 2022

General Information			
Company Full Name:			
Billing Address:			
Contact Name & Email:			
Phone Number(s):			
Insurance – Commercial Liability & WCB			
1	Provide documents demonstrating your coverage for damages and incidents involving your organization <small>General Liability, Automotive, Umbrella Policies, etc</small>	YES	NO
2	Provide copy of your company's "WCB Clearance Letter" dated within 10 working days of this submission.		
Health and Safety Management			
<small>Please answer each question, and provide documents as required.</small>			
1	Does your company have a Partnerships COR or SECOR? <small>If YES, please provide copy of certificate.</small>		
2	Does your company have a "Corporate Health & Safety Policy"? <small>If YES, please provide copy.</small>		
3	Does your company have defined written responsibilities for Managers, Supervisors & Workers? <small>If YES, please provide copy.</small>		
4	Provide a copy of your "hazard identification, assessment and control procedures".		
5	Provide a copy of your "hazard assessment" for the work you will be performing for Sturgeon County (per AB OH&S Code, Section 71).		
6	Provide a copy of your "onsite inspection procedures".		
7	Provide a copy of your "incident & near miss reporting & investigation procedures".		
8	Does your company have an "Alcohol & Drug Policy"? <small>If YES, please provide copy.</small>		
9	Does your company have a "Discipline Policy"? <small>If YES, please provide copy.</small>		
10	Does your company operate commercially regulated vehicles (NSC)? <small>If YES, please provide a copy of your "Carrier Profile" dated within 10 working days of this submission.</small>		
11	Provide a list of names and qualifications of all Supervisors who will be overseeing work performed for Sturgeon County		
12	Has your company received an OH&S "Stop Work Order", "Compliance Order" or "Stop Use Order" in the past five (5) years? <small>If YES, please describe nature and resolution.</small>		

If your business information contains personal information (i.e. home office or home phone number), it is collected under the authority of Section 33c of the Freedom of Information and Protection of Privacy (FOIP) Act. The personal information provided will be used to ensure compliance with our Health and Safety Management System and the Alberta Occupational Health and Safety Act, Regulations and Code. If you have any questions about the collection and use of this information, please contact Sturgeon County Access & Privacy Officer at 9613-100 Street, Morinville, Alberta, T8R 1L9 Phone: 780-939-4321

APPENDIX

All of the following Appendices are attached separately:

- (i) APPENDIX E - MAP 6 STURGEON VALLEY OPEN SPACE
- (ii) APPENDIX F - COUNTY WIDE PARK LOCATIONS
- (iii) APPENDIX G - COUNTY WIDE PARK INFORMATION

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