



TOWN OF COCHRANE

**REQUEST FOR PROPOSALS (RFP)
FOR LEASE OF PORTABLE RADIOS
COMPATIBLE WITH THE ALBERTA FIRST RESPONDERS
RADIO COMMUNICATION SYSTEM (AFRRCS)**

RFP NO.:

TOC-FIRE-001-2021

CLOSING DATE AND TIME:

Thursday, May 20th, 2021 at 15:00:00 MDT

ELECTRONIC SUBMISSIONS ONLY

NO PUBLIC OPENINGS

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
PART 2 - GENERAL CONDITIONS OF PROPOSAL	6
PART 3 - SIGNATURE FORM.....	20
APPENDIX A – SCOPE OF WORK	21
APPENDIX B – PRICING SUMMARY SHEET.....	24
APPENDIX C - RESPONSE REQUIREMENTS AND EVALUATION CRITERIA.....	26
APPENDIX D - FORM OF CONTRACT.....	31

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1. INVITATION TO PROPONENTS

This Request for Proposals (the “RFP”) is an invitation by the Town of Cochrane (the “Town”) to submit **non-binding proposals** to for the provision of Portable Radios compatible with the Alberta First Responders Radio Communication System (“AFRRCS”), for use within the Town’s Fire Department. The “Service” as further described in Appendix A. The successful Proponent will be invited to enter into contract negotiations with the Town for the provision of the Service. The agreement has an anticipated Contract Date as per section 1.3, Table 1 and continue thereafter for 3 years, with the potential for two additional years of service provision.

1.2. PROJECT OVERVIEW

1.2.1. Introduction

The Town is looking to lease 36 - Portable Radios and associated equipment compatible with AFRRCS, for up to 60 months.

1.2.2. Background

Currently the Town’s Fire Department utilizes a UHF radio system. The Town is looking to transition to the new Provincial radio system Alberta First Responders Radio Communication System (“AFRRCS”).

1.3. SUMMARY (Table 1)

Item	Item	Description
1.	RFP Name ("the Contract")	REQUEST FOR PROPOSALS (RFP) FOR LEASE OF PORTABLE RADIOS
2.	RFP Number	TOC-FIRE-001-2021
3.	Deadline to submit Proposals ("Closing")	Thursday, May 20th, 2021 at 15:00:00 MDT
4.	Number of Proposals to submit	Electronic Copies: 1
5.	Authorized Contact Person ("Authorized Contact Person")	Shawn A.C. Polley, Fire Chief
6.	Delivery Address ("Delivery Address")	The Towns electronic bidding system at Bids and Tenders https://cochrane.bidsandtenders.ca/Module/Tenders/en (the "Bidding System"). This will allow the Proponent to submit their proposal electronically through the Bidding System.
7.	Contact Information	To contact the Town in relation to this RFP, Proponents must initiate the communication electronically through the Questions and Answer function ("Submit a Question"), within the Bidding System.
8.	RFP Schedule (subject to change at the Town's sole discretion)	
	Issue Date of RFP	May 6, 2021
	Deadline for Questions	Monday, May 17, 2021 at 15:00:00 MDT
	Deadline for Issuing Addenda	May 18, 2021
	Submission Deadline	As per "Closing"
	Anticipated Award	May 28, 2021
	Contract Commencement Date ("Contract Date")	June 7, 2021
	Contact Completion Date	Spring 2024

1.4. RFP DOCUMENTS

- 1.4.1.** The Proponent is responsible for ensuring that it receives all documents identified in the **Table of Contents**.
- 1.4.2.** A submitted Proposal must be in Adobe PDF format, unless otherwise identified in Appendix B.
- 1.4.3.** To be considered a Proposal must be:
- received by the Closing date and time, at the address specified in Section 1.1.;
 - duly signed; and
 - submitted via bids&tenders™.
- 1.4.4.** Proponents are asked to provide as much information as possible when replying to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in the RFP may result in the Proposal being rejected.
- 1.4.5.** A Proposal must be in enough detail to allow The Town to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services to be provided.

END OF PART 1

PART 2 - GENERAL CONDITIONS OF PROPOSAL

2.1. REQUIREMENTS

- 2.1.1.** All requirements utilizing the words “shall” or “must” are mandatory and proposals must substantially comply with or fulfill such requirements. Proposals not clearly demonstrating they substantially comply with or fulfill the mandatory requirements may not be considered.
- 2.1.2.** All requirements utilizing the word “should” are desired and the Proponent’s response to such requirements may be considered in analyzing proposals.
- 2.1.3.** All statements using the words “may” or “might” are in the Town’s discretion.

2.2. SUBMISSION OF PROPOSAL

- 2.2.1.** Electronic Proposals submission only, shall be received by the Bidding System. Hardcopy submissions not permitted.
- Proposals must submit its Proposal through the Bidding System:
 - <https://cochrane.bidsandtenders.ca/Module/Tenders/en>
 - In order to submit a Proposal, the Proponent must have a Bidding System account and be registered as a plan taker for this RFP.
 - In the event of any technical issues, Proponents should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca prior to Closing.
 - Proposals must be fully uploaded, finalized and submitted in the Bidding System on or before Closing.
 - The time of receipt of Proposals shall be determined by the Bidding System web clock.
 - Late Proposals cannot be submitted through the Bidding System after the specific Closing date and time and therefore will not be considered.
 - 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 the Proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, Proponents are advised to allow sufficient time to upload their complete Proposal documents and to resolve any issues that may arise.

- Uploading large documents may take significant time, depending on the size of the (files) and your internet connect speed. Allocate sufficient time for all uploads to complete prior to the official closing time. The dates and times of the submission are governed by the bids&tenders™ web clock.
- The Bidding System will send a confirmation email to the Proponent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone 1-800-594-4798, or email to support@bidsandtenders.ca.
- The Town is not responsible for files which do not open, errors in uploading, misplaced or incorrectly delivered proposals.

2.2.2. Fax Proposals will not be considered.

2.2.3. The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the Town under this RFP by electronically signing the online form through the Bidding System. Responses submitted that do not include an electronically signed Signature Sheet will not be considered.

2.2.4. The law applicable to this RFP is the law in force in the Province of Alberta.

2.2.5. All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.

2.2.6. Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the Town be responsible for these costs.

2.2.7. Proposals should adhere to the format as set out in Appendix B.

2.3. COMMUNICATION, QUESTIONS AND INQUIRIES BETWEEN PROPONENT AND TOWN

2.3.1. Unless otherwise instructed by the Town, only inquiries directed to the Authorized Contact Person at the Delivery Address and Contact Information set out in Part 1, Section 1.1 will be considered.

2.3.2. The Proponent cannot rely on any oral advice or representations made by the Town.

2.3.3. The Town will not accept delivery of written communication.

- 2.3.4. The Town reserves the discretion to reject, refuse to accept, or otherwise disregard communication sent by a means other than that authorized above.
- 2.3.5. It is the Proponent's responsibility to confirm that the Town receives any communication. The Town accepts no responsibility for lost, misplaced or undelivered communications.
- 2.3.6. All communications regarding this RFP should be sent to the Authorized Contact Person, the Town will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Authorized Contact Person, which may issue written addenda.
- 2.3.7. Only questions and inquiries concerning this RFP including questions related to facilities, the RFP Documents or other documents and information, discrepancies, omissions, ambiguities and conflicts directed to the Town in the manner set out in Part 1, Table 1, and that are received no later than the date set out in item 8 of Part 1, Section 1.1 may be responded to by the Town.
- 2.3.8. To ensure consistency and quality of information, the Town may issue via its Bidding System to all Proponents questions and responses to questions relevant to the interpretation of this RFP, without revealing the source of the inquiries. All responses will be issued in the form of an addendum. The decision to issue or not issue an addendum is entirely at the discretion of the Town. Information obtained from any other source is not official and the Proponent should not rely on it.

2.4. PROPOSAL PRICES

- 2.4.1. All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.
- 2.4.2. Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated. When suggesting prescription costs the Proponent will describe the costs as related to present associated industry rates.
- 2.4.3. Goods and Services Tax (GST) shall not be included in quoted prices.
- 2.4.4. Unless specified otherwise by the Proponent, the Town will assume the Proposal to be firm for acceptance within 90 days of Proposal closing.
- 2.4.5. The costs and work description shall be written in common language with descriptions manageable to a lay person.

2.5. DELIVERY

- 2.5.1.** Time shall be of the essence to complete the package of services by the successful Proponent and no extension of time given on any occasion will be deemed to be a general waiver of this condition.
- 2.5.2.** The Proponent is expected to use all reasonable undertakings to make delivery at the time specified in the RFP or otherwise stated. If for any reason delivery is delayed, the Proponent shall be responsible for any loss or damage sustained by the Purchaser or any third party by reason of such delay, unless prior written consent from the Purchaser is given accepting delay.
- 2.5.3.** RFP Process Timeline set out in Part 1, Table 1.

2.6. GENERAL

- 2.6.1.** The Town may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations or bylaws or other requirements.
- 2.6.2.** The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, the Town, or any other authority to enable the Proponent to do all things necessary to perform the Contract according to the provisions of the Contract.
- 2.6.3.** Each Proponent warrants that the products and services it will supply to the Town conform in all respects to the standards set forth by all applicable Federal and Provincial agencies.
- 2.6.4.** Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- 2.6.5.** Any references in the RFP to statutes or regulations or to any Town bylaws are deemed to include the most recent amendments thereto or replacements thereof.
- 2.6.6.** The successful Proponent hereafter shall be referred to as the "Contractor" as the context requires.

2.7. COMMITMENT

- 2.7.1.** Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the Town of Cochrane.

2.8. LIMITATION OF LIABILITY

- 2.8.1.** In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 2.8.2.** In no circumstances will a Proponent be permitted to limit their liability to an amount less than FIVE MILLION (\$5,000,000.00) dollars.
- 2.8.3.** In no circumstances will a Proponent be entitled to special damages.
- 2.8.4.** The selected Proponent will carry a comprehensive general liability policy with a minimum limit of FIVE MILLION (\$5,000,000.00) including products and completed operations and non-owned automobile liability to the same limits.

2.9. ACCEPTANCE OR REJECTION

- 2.9.1.** The Town reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed the Town's allocated budgets or if the scope of the Town's requirements changes.
- 2.9.2.** A Proposal may be rejected on the basis of the Proponents' past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- 2.9.3.** As it is the purpose of the Town to obtain a Proposal most suitable to the interests of the Town and what it wishes to accomplish, the Town has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP.
- 2.9.4.** The Town reserves the exclusive right in its sole discretion:
 - to accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
 - to accept the Proposal in part or in its entirety;
 - to accept a Proposal submitted as a partnership between 1 or more potential Proponents;
 - to reject all Proposals and to invite new Proposals for the services required;
 - to increase, decrease, delete, or vary any portion of the work;
 - to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
 - to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;

- to reject Proposals which have conditions attached, which are not authorized by the RFP; and
- to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

2.10. ASSIGNMENT OF CONTRACT

2.10.1. A Contractor shall not, without the prior written consent of the Town, which consent may be withheld at the sole discretion of the Town, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations and benefits of the Contract. It shall; however, be a condition of any consent, if given, that the proposed assignee provide the Town with evidence satisfactory to the Town that the assignee can comply with the provisions of the Contract.

2.11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP)

2.11.1. The Town acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The Town is, however, bound by the Freedom of Information and Protection of Privacy Act (Alberta) and all documents submitted to the Town will be subject to the provisions of this legislation.

2.12. PERFORMANCE AND EXCUSABLE DELAYS

2.12.1. The Town and the Proponent will acknowledge that delays in performance under the understanding such may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

2.13. ENVIRONMENTAL CONSIDERATIONS

2.13.1. Proponents are advised that the Town has a policy to support the purchase of products and services that will minimize any negative impact on the environment. The Town recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance. The Town will purchase environmentally preferred products or services whenever it is practical and can be obtained at a reasonable cost.

2.14. CLARIFICATION

2.14.1. The Town reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

2.15. NEGOTIATION

2.15.1. The Town reserves the right to negotiate the terms of any Proposal with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, the Town and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the Town may, in its discretion, contact other Proponents whose Proposals are considered by the Town suitable for the project and attempt to conclude a formal agreement with them.

2.16. RIGHT TO TERMINATE

2.16.1. Any of the following occurrences or acts will constitute an event of default by the Proponent under the RFP and any resulting contractual agreement:

2.16.1.1. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the Town has given the Proponent notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the Town in its discretion may extend the time period for rectification or terminate the agreement;

2.16.1.2. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or

2.16.1.3. the appointment of a Receiver for the Proponent. In the event either 14.1.2. or 14.1.3 occurs, the Town will have the right to terminate the Contract immediately.

2.16.2. Notwithstanding anything contained herein, the Town may, at any time during the term of any Contract arising as a result of this RFP, upon giving 30 days' notice to the Proponent, terminate the Contract if the Town is of the opinion that the services supplied by the Proponent are not of a standard satisfactory to the Town or that the Proponent no longer has the financial capability to perform its obligations under the subsequent contract.

2.16.3. The Town in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the Contractor upon giving 7 days notice to the Contractor.

2.17. NO COLLUSION

- 2.17.1.** Except as otherwise specified or as arising by reason of a provision of the RFP documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or Contract arising out of this RFP. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this RFP.
- 2.17.2.** Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal.

2.18. CONFLICT OF INTEREST

- 2.18.1.** By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Town or their immediate families which might in any way be seen by the Town to create a conflict.
- 2.18.2.** Any issues which may be perceived as conflicts of interest must be identified. If the Proponent declares an actual or potential Conflict of, the Proponent must provide details of the actual or potential conflict of interest when submitting the Proposal.
- 2.18.3.** If the Proponent does not identify an actual or potential conflict of interest when submitting their Proposal, they will be deemed to declare that there was no conflict of interest in preparing its Proposal, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

2.19. EXECUTION OF FORMAL AGREEMENT

- 2.19.1.** **This RFP represents a definition of specific requirements only.** It is not intended to be, nor should it be construed as, an offer to contract. The Town will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the Town. Only the execution of a written contract will obligate the Town in accordance with the terms and conditions of that contract.
- 2.19.2.** If the Proponent's document is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within 60 days.

2.19.3. The complete RFP together with and subject to all the provisions contained therein, along with the Town's form of Contract, shall, when accepted and executed on behalf of the Owner, constitute a binding Contract between the Proponent and the Owner.

2.20. ACTS & REGULATIONS

2.20.1. The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to meeting Contractor's obligations under a Contract, including, without limitation the following:

- Town of Cochrane applicable bylaws
- Workers' Compensation Act
- Labour Relations Code
- Occupational Health and Safety Act
- Public Health Act
- Environment Protection and Enhancement Act
- Employment Standards Act
- Safety Codes Act

2.20.2. The Proponent as the Contractor shall abide by all rules and regulations adopted by the Town and communicated from time to time in writing to the Contractor during the term of Contract.

2.20.3. If the Contractor is of the opinion that the associated costs to the Contractor to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the Contractor may elect to terminate the contract in accordance with terms of Section 4, "Scope of Work" herein or to proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta and determine the reasonableness and the amount of the associated costs which the Contractor should bear.

2.21. PERFORMANCE

2.21.1. The Town requires written confirmation by a Proponent respecting the Proponent's commitment and ability to comply with legislative requirements and industry standards. The Proposal must respond specifically to the following:

- Confirmation that the Proponent will follow all policies and procedures of the Town;

- Confirmation that the Proponent will attend safety and coordination meetings so that the Proponent may be informed of health or safety hazards at any work location;
- Confirmation of the Town's right to require the Proponent to take additional steps such as additional training or appointment of additional supervision, and the right of the Town to stop work or ultimately terminate the Contract without penalty if work is not being performed safely by the Proponent;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and,
- Confirmation of the Proponent's obligation to indemnify the Town for any losses, including fines or legal expenses, arising from health and safety liability.

2.22. INSURANCE REQUIREMENTS

2.22.1. The Proponent as the Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Town the following insurance policies:

2.22.1.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy shall:

- Include the Town of Cochrane as an additional insured
- Include a cross liability clause;
- Products and Completed Operations Endorsement;
- Non-owned Automobile Liability Endorsement to limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.
- Contractors Equipment Floater Endorsement for full replacement costs.

2.22.2. The said insurance policies shall include provision for the Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.

2.22.3. The Proponent as the Contractor shall provide documentary evidence in a form satisfactory to the Town of the above-mentioned insurance policy at

inception of the Contract and at each renewal date there after or when requested by the Town.

- 2.22.4.** The Proponent as the Contractor and not the Town shall be responsible for any deductible that may apply in any of the said insurance policies.
- 2.22.5.** The insurance requirements detailed here are considered to be the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the Town.
- 2.22.6.** All policies of insurance shall include as additional insured the Town of Cochrane, its Officers, administrators, assigns, employees, agents and contractors. Such liability insurance shall contain a cross liability clause whereby the insured indemnifies each insured as if a separate policy had been issued to each. A certificate of insurance evidencing the Town of Cochrane being added as an additional insured on their policy with 30 days notice of change or cancellation of insurance.
- 2.22.7.** The Proponent covenants and agrees to indemnify and hold harmless the Town, its officials, officers, employees and agents from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work stipulated in the RFP or in the performance of the Contract.

2.23. SECURITY CLEARANCE

The purpose of this section is to ensure that ALL Contracted employees working on this project are free of Criminal Records and Convictions for offenses against Persons, or Property, for which they have not been pardoned. Authority to proceed with site work on behalf of the Town shall be withheld from all persons that have not fulfilled the Security Clearance requirements as specified within this section.

- 2.23.1.** The Contractor shall, at its sole expense, obtain security clearance from the R.C.M.P. or the Calgary Police Services, and provide certified proof thereof, for all its employees assigned to work on-site, prior to that employee's commencement of work on Town identified sites.
- 2.23.2.** The Contractor SHALL:
 - 2.23.2.1.** NOT assign ANY person to perform work for the Town that is under the age of 16.
 - 2.23.2.2.** PRIOR TO permitting ANY employee to perform work on the Contractor's behalf within the Town's Buildings, cause that person to submit an accurate and fully completed Security Clearance. A photocopy of identification satisfactory to the Town (usually a Drivers License, Immigration or Passport Documents, or other Photo bearing identification) MUST be provided and accompany the Security Clearance Form.

2.23.2.3. NOT assign ANY person to perform work within the lands owned and managed by the Town until such time that the Security Clearance Form has been investigated and the result of that investigation is made known to the Town and the Contractor.

2.23.2.4. NOT assign ANY person to perform work within the lands owned and managed by the Town of Cochrane that is found to have, or otherwise known by the Contractor, to have, a Criminal Record OR Conviction for offenses against persons or property (erg. theft, shoplifting, assault, sexual offenses, etc.) for which a pardon has not been obtained.

2.23.2.5. INFORM the Town of any/all contracted employees authorized to work within the lands owned and managed by the Town that are convicted of offenses against persons or property during the term of the Contract.

2.24. EQUIPMENT

2.24.1. All vehicles shall conform to licensing under the Motor Vehicles Act in the Province of Alberta.

2.24.2. Any piece of equipment provided by the Contractor that exhibits a frequency of breakdowns that impact the delivery of service under the Contract will be suitably replaced.

2.25. USE OF PREMISES

2.25.1. The Contractor shall be responsible for any and all damage to any lands or premises (i.e. garages, fences, downspouts, sidewalks, roads) caused during the provision of services under the Contract.

2.25.2. The Contractor shall not jeopardize the security of any premises and shall conform to any security procedures established by the Town.

2.26. REFERENCES

2.26.1. Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the following information, should be included with the Proposal:

- Name, location and brief description of the project; and
- Name of client, their telephone number.

2.26.2. The Town reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Proponent is compliant with this RFP.

2.26.3. The Town will not enter into a contract with any Proponent whose references, in the opinion of the Town, are found to be unsatisfactory.

2.27. LENGTH OF CONTRACT

The successful Proponent will be invited to enter into contract negotiations with the Town for the provision of the Service for 3 years, with the potential for two additional years of service provision.

2.28. FUNDING

2.28.1. The Proponents acknowledge that the Town cannot make financial commitments beyond the Town's current fiscal year or more than the projects specified grant. In this regard, it is understood by the Town and the Proponent that the Town shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by any contract resulting from this RFP.

2.28.2. Should such funds not be approved by the approving authority, the Town shall notify the Contractor that the request for funds has not been approved and of its intention to terminate the services so affected. Such termination shall take effect thirty (30) days from the date of notification and shall not constitute an event of default.

2.29. OCCUPATION HEALTH & SAFETY

2.29.1. For the purposes of the Occupational Health and Safety Act, the Contractor is considered to be the "Prime Contractor" as defined in the Act. It is specifically drawn to the attention of the Proponent that the Occupational Health & Safety Act provides in addition to other things that;

- "A Prime Contractor shall ensure, on a project undertaken by the Prime Contractor constructor that, the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected."

2.30. TOWN PROVIDED INFORMATION

All information provided to the Proponent including quantities or any other figures are accurate to the best of the Town's knowledge. This information is intended to allow the Proponent to ascertain the scope of the Proposal. The actual figures may vary, and the Town will not guarantee that this information is correct. Reliance on this information shall be at the Proponent's own risk.

2.31. FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for the time period quoted in the Proposal. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price Proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

2.32. TOWN OF COCHRANE BYLAWS

Copies of the applicable Bylaws are available online via Town of Cochrane website www.cochrane.ca for the information of the Proponents. Proponents acknowledge and agree that the Town may, from time to time, during the term of the Contract amend, repeal and/or replace the bylaws, as deemed appropriate.

END OF PART 2

PART 3 - SIGNATURE FORM

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for Proposal and Contract awarded pursuant to the Request for Proposal.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Proposal, which may include, Instructions For Submitting Proposal, General Conditions Of Proposal, Special Conditions Of Proposal, all drawings and specifications as may be listed in and any amendments or addenda.

The Undersigned also authorizes the TOWN OF COCHRANE to contact any of the listed references submitted in their Proposal response.

If the RFP is being conducted through bids&tenders the Proponent will only need to acknowledge and agree to the Terms and Conditions through the Bidding System. Physical signature form will not be required.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH ANY SUBMISSION

APPENDIX A – SCOPE OF WORK

1.1. SPECIFICATIONS

1.1.1. Able to fully operate on AFRRCS network P25 700/800 MHz Phase 1.

1.1.2. The estimated budget for the project is \$55,000.00 per year.

1.2. DELIVERABLES

1.2.1. Radios

1.2.1.1. THIRTY-SIX (36) Motorola APX6000XE portable radios complete units, each to include:

- H98UCF9PW6BN MOTOROLA APX6000 700/800 MODEL 2.5 PORTABLE, Limited Keypad, 1000CH
- Option QA02006AA APX6000XE RUGGED
- Option Q361AR P25 9600 BAUD TRUNKING
- Option Q806BM ASTRO DIGITAL CAI OPERATION
- Option H38BT SMARTZONE OPERATION
- Option QA01427AB IMPACT GREEN HOUSING
- PMMN4107C MOTOROLA XE500 EXTREME TEMPERATURE REMOTE SPEAKER MICROPHONE GREEN, NEXT GEN FIRE
- PMNN4485A 2550 mAh battery
- Antenna

1.2.2. Battery Charger

1.2.2.1. TWO (2) - NNTN8844 MOTOROLA DESKTOP 6 UNIT IMPRES2 battery charger.

1.2.2.2. FOUR (4) - NNTN8860A MOTOROLA SINGLE UNIT IMPRES CHARGER - APX PORTABLE

1.2.3. Additional Remote Speaker Microphone

1.2.3.1. THREE (3) - PMMN4107C MOTOROLA XE500 EXTREME TEMPERATURE REMOTE SPEAKER MICROPHONE GREEN, NEXT GEN FIRE (Spare Inventory)

1.2.4. Battery

1.2.4.1. FIFTEEN (15) - PMNN4485A 2550 mAh battery (Spare Inventory)

1.2.5. Documentation

1.2.5.1. Contractor to provide two (2) complete sets of paper operating manuals.

1.2.5.2. Contractor to provide two (2) maintenance manuals.

1.2.5.3. Contractor to provide electronic versions in PDF format of both operating and service manuals.

1.2.6. Delivery

1.2.6.1. The Proposal shall state the number of weeks required to complete delivery.

1.2.6.2. The successful Proponent shall deliver the devices in full compliance, pre-serviced and ready for agency programming

1.3. MAINTENANCE & SUPPORT

1.3.1. Contractor to determine if leased equipment will be repaired or replaced if equipment is damaged during use by the Town.

1.3.1.1. Contractor to provide a Repair Clause if equipment is damaged by the Town.

1.3.2. Contractor to provide details of preventative maintenance requirements and the required time to perform the scheduled preventative maintenance.

1.3.3. Contractor to provide a response time of one (1) hour for repairs or replacements within one hour.

1.3.3.1. Contractor to provide installation and service center within 60 minutes of Cochrane, AB, as part of the Proposal.

1.3.4. Contractor to provide a Loss Clause, within proposal.

1.3.5. Contractor to provide a Damaged Clause, within proposal.

1.3.6. Contractor to provide technical telephone support during business days.

1.3.7. Contractor to provide software updates, upgrades, patches, bug fixes and new releases, as part of the lease.

1.4. EMPLOYEE QUALIFICATIONS

1.4.1. Contractor **must** have experience with the Locution Systems CadVoice for existing system integration.

1.4.2. Contractor **must** have experience working with the AFRRCS P25 Radio system.

1.4.3. Contractor **must** have an authorized Technical Administrator for the AFRRCS System.

1.5. SOURCING

1.5.1. Contractor must provide only original equipment manufacturer Goods during the term of the Agreement. The Town will not accept remanufactured or used Goods.

1.6. WARRANTY

1.6.1. Contractor to provide warranty information within Proposal.

APPENDIX B – PRICING SUMMARY SHEET

1.1. FEE BREAKDOWN INFORMATION

1.1.1. The monthly payment on a 36-month lease shall include a cost for Portable ~~and Mobile~~ Radio System compatible with AFRRCS, hardware, training, administration, travel, software maintenance and support and any other contract costs associated herein, generally meeting the attached specifications, plus any additional options that are included in the cost.

1.1.2. Warranty service must be provided as part of the lease, inclusive of, but not limited to, parts, labour, freight, insurance and travel to and from the Town sites.

1.1.3. All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.

1.1.4. The Proposal shall include all costs related to delivery.

Address for Delivery:

Fire Station 51
20 Grande Boulevard
Cochrane, AB
T4C 2A7

1.2. FEE BREAKDOWN TABLE

1.2.1. The following is a template only. Proponents must submit their pricing information electronically within the bidding system.

1.2.2. The Town will not accept any additional price

1.2.3. Proponent must provide a monthly lease rate, for the quantity and items as listed in Section 1.2.1. to 1.2.4.

Table 1: Monthly Lease for Initial Items

ITEM	DESCRIPTION	UNIT OF MEASURE	MONTHS	MONTHLY RATE	SUBTOTAL
1	36 - Radios, plus applicable accessories	Lot	36		

1.2.4. Proponent must provide an optional monthly lease rate for additional radio units as listed in Section 1.2.1.

Table 2: Monthly Lease for Additional Items

ITEM	DESCRIPTION	UNIT OF MEASURE	MONTHLY RATE	SUBTOTAL
1	Radios	Each		

1.2.5. Proponent shall provide an optional year 4 monthly lease rate, for the following items as listed in Section 1.2.1. to 1.2.4. Lease rate is for the initial 26 required units plus listed accessories.

Table 3: Optional Year 4 Monthly Lease Rate

ITEM	DESCRIPTION	UNIT OF MEASURE	MONTHLY RATE	SUBTOTAL
1	36 - Radios, plus applicable accessories	Lump Sum		

1.2.6. Proponent shall provide an optional year 5 monthly lease rate, for the following items as listed in Section 1.2.1. to 1.2.4. Lease rate is for the initial 36 required units plus listed accessories.

Table 4: Optional Year 5 Monthly Lease Rate

ITEM	DESCRIPTION	UNIT OF MEASURE	MONTHLY RATE	SUBTOTAL
1	36 - Radios, plus applicable accessories	Lump Sum		

APPENDIX C - RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

1.1. FORMAT AND OUTLINE OF RESPONSES

All responses are to be submitted in electronic form only.

Electronic RFP responses are to be in PDF (.pdf) format only. Where multiple files are submitted, the submission must include an index of all files.

Responses to each section shall be marked with the corresponding identifier.

1.2. PROPOSAL SUBMISSION REQUIREMENTS

1.2.1. Please include the following information in sufficient detail in the Proposal submission in order for the rated requirements to be evaluated and scored and ensure that the following outline and numbering provided is used for ease of reference by evaluators:

- Executive Summary
- Mandatory Requirements
- Company and Staff Experience
- Service Delivery Plan
- Fee Breakdown – As per the Bidding System
- Innovative and Value-Added Solutions
- References – As per the Bidding System
- Submission Form – As per the Bidding System

1.2.2. Proponents are requested to submit a proposal containing the following:

A. Mandatory Requirements (Pass/ Fail)

These shall be included at the end of the Proposal in an attachment labelled Mandatory Requirements.

- a) **WCB:** Proponent must submit their most recent WCB Certification.
- b) **Insurance:** Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.22.
- c) **Authorized Technical Administrator:** Contractor must provide evidence they are an authorized Technical Administrator for the AFRRCS System.
- d) **Submission Deadline:** Submission must be received on or before the closing deadline, as stated in the INSTRUCTIONS FOR SUBMITTING PROPOSAL.

- e) **Signature Form:** Submission must include the Signature Form on page 24, of this RFP. Or if the RFP is being conducted through bids&tenders Proponents must agree and sign off within the Bidding System.

B. Proposal Format

Proponents are required to organize their submissions according to the subject headings and in the order listed below. If proposals contain more pages than identified below, only the pages to the identified limit will be reviewed. Appendix's do not count toward the page limit.

- a) **Executive Summary – maximum 2 pages (Not Evaluated):** The executive summary presents highlights of the Proponent's Proposal.
- b) **Mandatory Requirements:** As per Appendix B, 1.2.2.A
- c) **Company and Staff Experience – maximum 5 page:**
- Proponents **must** complete Table 7 within the Bidding System
 - Proponents **must** provide a summary of the Proponent's organization evidencing expertise and strength of organization. Including evidence that Proponent has carried out work of similar nature, scope and value to the Services. MANDATORY
 - Proponents **must** provide proof of experience with the Location Systems CadVoice for existing system integration. MANDATORY
 - Contractor **must** have experience working with the AFRRCS P25 Radio system. MANDATORY
 - Contractor **must** provide Resumes of Key Personnel MANDATORY
 - **References:** References **must** adhere to the requirements in Section 2.26. Proponents are expected to complete the Reference Form in its entirety, within the Bidding System. MANDATORY
- d) **Specification Conformance –** Proponent must indicate if they can meet the specifications for the Deliverables as listed in *Appendix A, Section 1.2 Deliverables*, within the Bidding System. Proponents must also include the following information.
- i. Proponents must complete Tables 1-6 within the Bidding System.
 - ii. **Delivery Schedule – maximum 1 page:** Proponents are to provide a project schedule including a detailed work plan for

the project with breakdowns of proposed major milestones, including meetings and site visits scheduled for the duration of the project. Proponents must answer the Delivery question, within the Bidding System.

- e) **Maintenance & Support:** Proponent must indicate if they can meet the specifications for the Deliverables as listed in *Appendix A, Section 1.3 Maintenance & Support*, within the Bidding System. Proponents must also include the following information.

Proponent to provide information regarding how the work described in Appendix A will be accomplished.

- i. **Maintenance & Support** – Proponent must answer the *Maintenance & Support Questions*, within the Bidding System
 - ii. **Warranty** – Proponent to state where warranty repairs will be performed and your company’s policy on warranty repairs and a description of services included. A listing of service locations of where devices may be sent for repair (immediate swap out of devices), must be provided as well as the length of the warranty period. Proponent to include their Warranty as per Section 1.6.
- f) **Fee Breakdown:** Proponents are to provide a detailed cost breakdown, as per Appendix “B”.
 - g) **Innovative and Value-Added Solutions (Not Evaluated):** Proponents are encouraged to supply information on new and innovative processes or materials that they feel would be beneficial to the Town. The purpose of this evaluation component is to provide incentive in the evaluation process for innovative or value-added solutions that the Proponent proposes to bring to the Service.
 - h) **Submission Form:** Proponents are expected to complete the Submission Form in its entirety, within the Bidding System. The Submission Form will part of the Submission. Any required information that is omitted, any alterations to the text, or any conditions added on or submitted with the bid form, may cause the bid to be declared informal and the bid may be rejected.

1.3. EVALUATION AND NEGOTIATION AND AWARD

Selection of the Successful Proponent pursuant to this RFP will be made based on the Proponent meeting mandatory requirement, the value of their quotation, additional information requested and other factors relevant to the Town. The responses shall be evaluated based on the matrix shown below.

Table 9: Evaluation Criteria

Evaluation Criteria	Evaluation
Step 1: Initial Review of Mandatory Requirements	
A. Mandatory Requirements	Pass/ Fail
Step 2: Rated Criteria Review	
B. Company and Staff Experience	20
C. Specifications Conformance	10
D. Maintenance & Support	20
Step 3: Evaluation of Pricing	
E. Fee Breakdown	50
TOTAL	100

1.3.1. Step 1 – Initial Review of Mandatory Requirements

Step 1 will consist of a review of all the mandatory requirements to determine which Proposals comply. Proposals that do not meet mandatory requirements shall be disqualified and will be excluded from further consideration.

1.3.2. Step 2 – Rated Criteria Review

The Town shall solely determine what constitutes a satisfactory Proposal for the purpose of the evaluation of the rated criteria. The Town will evaluate Proposals based on *Step 2: Rated Criteria Review* as per Table 9: Evaluation Criteria.

1.3.3. Step 3 – Evaluation of Pricing

Pricing will be scored based on a relative pricing formula using the rates set out in the Fee Breakdown Tables. Each Proponent will receive a percentage of the total possible points allocated to the total price by dividing that Proponent’s total price into the lowest price.

1.3.4. Step 4 – Selection

- a) The top-ranked Proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the Town
- b) Evaluation scores and rankings are confidential and apart from identifying the top-ranked Proponent no details of the Proposal score or ranking of any Proponent will be released to any other Proponent.
- c) Proponents should note that if the parties cannot execute a contract, the Town may invite the next-best-ranked Proponent to enter into negotiations. In accordance with the process rules of this RFP process,

there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

1.4. EVALUATION TABLE

1.4.1. Requirements/Criteria shall be evaluated in accordance with the following table and the weights assigned to each criteria category.

1.4.2. Rating Description

10	Excellent. Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good. Exceeds the requirements of the criterion in ways which are beneficial to our needs.
8	Good. Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to our needs.
7	Fully meets the requirements of the criterion.
6	Average. Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor. Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. Lacking in critical areas.
3	Poor to Very Poor
2	Very Poor. Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Very Poor to Unsatisfactory
0	Does not satisfy the requirements of the criterion in any manner.

APPENDIX D - FORM OF CONTRACT

Please do not fill this section out as part of your response to this RFP

Service Agreement

This Service Agreement made effective the _____ day of _____, _____

Between:

THE TOWN OF COCHRANE

A municipal corporation in the Province of Alberta

(the "Municipality")

-and-

Click or tap here to enter text.

A body corporate incorporated under the laws of Alberta

(the "Service Provider")

WHEREAS:

- A. The Service Provider is engaged in the business of
Click or tap here to enter text. ;
- B. The Municipality wishes to have
Click or tap here to enter text.;
- C. The Service Provider has agreed to perform the services in accordance with the terms set out in this Service Agreement; and
- D. The Service Provider has provided the Municipality with a Proposal which is attached as Schedule "A" to this Agreement,

NOW THEREFORE in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONTRACT DOCUMENTS AND INTERPRETATION

1.1. In this Agreement, the following terms shall have the following meanings:

- a. "Agreement" means this Service Agreement and any schedules referenced herein.

- b. "*Freedom of Information and Protection of Privacy Act*" means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, as amended or replaced from time to time.
 - c. "*Occupational Health and Safety Act*" means the *Occupational Health and Safety Act*, R.S.A. 2000, c. O-2, as amended or replaced from time to time.
 - d. "Service Provider's Fees" means the fees for the Services as described in Schedule "A" to this Agreement.
 - e. "Services" means the services to be performed by the Service Provider as described in Schedule "A" to this Agreement.
 - f. "Site" means the lands on which the Services are to be performed as described in Schedule "B" to this Agreement.
 - g. "Term" means the term of this Agreement as established by clauses 4.1 to 4.6 of this Agreement.
- 1.2. The documents which make up this Agreement shall take precedence over one another in the following order in the event of any inconsistency or conflict:
- a. this Service Agreement;
 - b. Schedule A: Service Provider's proposal including Service description and Fees; and
 - c. Schedule B: RFP issued by Municipality
- 1.3. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.4. Any references to the singular or masculine form of a term in this Agreement shall include the plural, feminine or neutral form of that term as the context so requires.

2. SERVICES

- 2.1. The Service Provider shall perform and be fully responsible for the Services.
- 2.2. The Service Provider shall perform the Services within the Term of this Agreement.
- 2.3. The Service Provider shall perform the Services diligently and faithfully and in a good and workmanlike manner, and with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to the Services, and in accordance with sound current professional practices.

- 2.4. In performing the Services, the Service Provider shall at all times comply with all applicable laws, statutes and regulations.
- 2.5. The Service Provider shall obtain all permits, licenses, approvals and permissions required to perform the Services, excepting that the Municipality shall obtain authorization to access any portions of the Site which are not owned by the Municipality or in the Municipality's direction, control and management.
- 2.6. The Service Provider shall supply all equipment required to perform the Services, and shall ensure that all such equipment is properly maintained and adequate to perform the Services.
- 2.7. The Service Provider shall supply all employees, sub-contractors or agents required to perform the Services, and shall ensure that all such personnel are competent and qualified to perform the Services.
- 2.8. The Service Provider shall not replace or dismiss any employee, sub-contractor or agent identified in the Proposal as the person performing some or all of the Services without the prior written consent of the Municipality, which consent may not be unreasonably withheld.
- 2.9. The Service Provider shall remove any employee, sub-contractor or agent from performance of the Services upon notice from the Municipality within the time period specified in such notice, in which case the Service Provider shall only replace such employee, sub-contractor or agent with one approved by the Municipality, which approval may not be unreasonably withheld.

3. SERVICE PROVIDER'S FEES

- 3.1. The Municipality shall pay the Service Provider the Service Provider's Fees plus G.S.T. as applicable.
- 3.2. The Service Provider shall submit invoices to the Municipality, in accordance to Schedule C, which shall show G.S.T. as a separate amount and which shall include:
 - a. Confirmation of payments made to any sub-contractor for the previous month; and
 - b. A brief report outlining the work completed during the previous month.
- 3.3. The Service provider shall maintain accounts and records of all costs and expenditures forming the basis of any billing to the Municipality for a minimum of at least TWO (2) years after the termination or expiry of this Agreement, and shall provide such accounts and records to the Municipality immediately upon request. Such accounts and records shall include without limitation details of hours worked, disbursements and the percentage of work completed.
- 3.4. Within THIRTY (30) days of receipt of an invoice, the Municipality shall:

- a. Pay the invoice; or
 - b. Notify the Service Provider that it intends to review, audit or otherwise seek clarification regarding the invoice, in which event the Municipality shall pay the Service Provider within 30 days of completion of the review, audit or clarification and the Municipality shall not be liable for any interest or penalty in respect of such invoice.
- 3.5. Payment of an invoice by the Municipality shall not be deemed acceptance of the work described in that invoice and shall not prevent the Municipality from disputing that invoice or refusing the work after payment.
- 3.6. If the Service Provider's Fees include any amounts for parts of the Services to be performed by a sub-contractor, the Municipality shall not be liable for any amount exceeding the specified amount in respect of that sub-contractor.
- 3.7. The Municipality may refuse any work which is not in accordance with this Agreement, in which case the Municipality may, in addition to any other remedies which may be available to the Municipality in law or under this Agreement:
- a. Return such work for correction at the Service Provider's cost and expense; or
 - b. Withhold payment for that work until such time as the Service Provider provides work in accordance with this Agreement.

4. TERM

- 4.1. The Term of this Agreement shall commence on the effective date first noted above and shall expire on [Click or tap to enter a date.](#), with an option in favor of the Town to extend the term for an additional one year, subject to extension or early termination in accordance with clauses 4.2 to 4.6 of this Agreement.
- 4.2. The Municipality may terminate this Agreement without cause by issuing NINETY (90) days' notice to the Service Provider.
- 4.3. If the Service Provider breaches any term of this Agreement, the Municipality may issue notice to the Service Provider to remedy such breach within TEN (10) days. If the Service Provider fails to remedy such breach within TEN (10) days to the satisfaction of the Municipality, the Municipality may terminate this Agreement upon notice to the Service Provider.
- 4.4. If the Service Provider breaches any of clauses 5.1 to 5.6 or 14.1 of this Agreement, the Municipality shall not be required to issue notice to the Service Provider to remedy such breach, and the Municipality may terminate this Agreement upon notice to the Service Provider.

- 4.5. If the Municipality terminates this Agreement in accordance with clauses 4.2 to 4.4 above, the Municipality shall only be liable to pay the portion of the Service Provider's Fees relating to the portion of the Services actually performed in accordance with this Agreement as of the effective date of termination.
- 4.6. If adverse weather conditions cause a delay in the performance of the Services, the Service Provider shall notify the Municipality of the delay. The Municipality may then consent to the extension of the term of this Agreement by the length of such delay, which consent shall not be unreasonably withheld.

5. HEALTH AND SAFETY

- 5.1. Without limiting the generality of clause 2.4 of this Agreement, the Service Provider shall ensure that the Services are performed in accordance with the *Occupational Health and Safety Act* and all regulations and codes adopted thereunder.
- 5.2. The Service Provider shall ensure that all workers performing the Services meet all applicable statutory and regulatory requirements and have all training and certifications necessary or appropriate to perform the Services safely and effectively.
- 5.3. The Service Provider shall provide adequate and appropriate safety, first-aid and rescue equipment in good and working order and shall ensure that such equipment is readily available and that workers performing the Services have all training and certifications necessary or appropriate to use such equipment.
- 5.4. At all times when the Services are being performed, the Service Provider shall monitor and track the persons at the Site and provide this information immediately in the event of an emergency.
- 5.5. The Service Provider shall be the prime contractor with respect to the Services for the purposes of the *Occupational Health and Safety Act*.
- 5.6. If the Services are performed or are to be performed at or in the vicinity of any place to which the public has or may gain access, the Service Provider shall do all things necessary to protect the public from injury. Without limiting the generality of the foregoing, the Service Provider shall, if instructed to do so by the Municipality:
 - a. Take or cease any action which in the opinion of the Municipality is necessary or desirable to protect the public from injury; or
 - b. Close off access by the public to the Site or portions thereof.

6. RELEASE AND INDEMNITY

- 6.1. The Service Provider shall indemnify and release the Municipality, its officers, employees and agents from and against any claims, costs, losses, damages, actions, or causes of action, including personal injury, death, property damage and economic loss, and including costs on a solicitor and own client basis, that the Municipality, its officers, employees and agents may sustain, incur, suffer or be put to arising out of any errors, omissions, or negligent or wilful acts of the Service Provider, its officers, employees, agents or sub-contractors in respect of the matters set forth in this Agreement.

7. INSURANCE

- 7.1. Throughout the Term the Service Provider shall maintain such insurance as a prudent party acting reasonably would maintain given the nature and scope of the Services.
- 7.2. Without limiting the generality of clause 7.1, throughout the Term the Service Provider shall maintain the following insurance:
- a. Comprehensive general liability insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence including coverage for bodily injury, death and property damage and loss to any third party which shall include:
 - i. Non-owned automobile coverage;
 - ii. A cross-liability clause;
 - iii. The Municipality as an additional insured and;
 - iv. An endorsement that the Municipality shall be given 30 days' advance written notice of cancellation;
 - b. Automobile liability insurance for any vehicles owned, operated or licensed in the name of the Service Provider to be used in the provision of the Services in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence; and
 - c. Statutory coverage pursuant to the *Workers' Compensation Act*, R.S.A. 2000, c. W-15, as amended or replaced from time to time.
- 7.3. Concurrently with the execution of this Agreement, and upon notice from the Municipality throughout the Term, the Service Provider shall provide the Municipality with:
- a. A certificate of insurance to the satisfaction of the Municipality; and
 - b. A Workers' Compensation Board Clearance Certificate to the satisfaction of the Municipality.

- 7.4. The Service Provider shall ensure that any sub-contractors carrying out any portion of the Services obtain and maintain comprehensive general liability insurance sufficient to meet the requirements of clause 7.2.a above.
- 7.5. The obligations to obtain and maintain insurance coverage shall not in any way affect the release and indemnity provisions set out in clause 6.1 of this Agreement.

8. CHANGES TO SCOPE OF SERVICES

- 8.1. If the Municipality asks the Service Provider to perform any work other than the Services, the Service Provider shall issue notice to the Municipality within TEN (10) days of:
- a. Whether the Service Provider is willing to perform the additional work; and
 - b. Provided the Service Provider is willing to perform the additional work:
 - i. A description of the work which the Service Provider considers outside of the scope of the Services;
 - ii. An itemized description of the cost to perform the work outside of the scope of the Services; and
 - iii. A description of the impact the change to the scope of Services may have on the Services in general including, without limitation, their efficacy and completion date.
- 8.2. If the Service Provider's notice states that the Service Provider is willing to perform the additional work, within TEN (10) days of receipt of that notice, the Municipality shall issue notice to the Service Provider:
- a. Revoking the request to perform the additional work; or
 - b. Confirming the request to perform the additional work, in which case any references in this Agreement to the Services and the Service Provider's Fees shall be as amended.
- 8.3. The Municipality shall not be liable for the cost of any work outside of the scope of the Services unless it has issued confirmation of amendments to the Services in accordance with clause 8.2.b. of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF DOCUMENTS

- 9.1. All work product created or obtained by the Service Provider in performing the Services, including without limitation all drawings, audiovisual materials, plans, models, reports and

other documents, whether in draft or final form (the "Work Product") shall be the property of the Municipality and may be utilized and disclosed by the Municipality without limitation.

- 9.2. The Service Provider assigns and transfers ownership of the Work Product including copyright and patent rights to the Municipality as each element of the Work Product is produced, prepared, generated or acquired.
- 9.3. The Service provider irrevocably waives in whole and shall ensure that its employees, sub-contractors and agents irrevocably waive in whole all moral rights in the Work Product in favour of the Municipality.
- 9.4. To the extent that the Service Provider has intellectual property rights in material which is incorporated in or necessary to the Work Product, including without limitation trade mark rights, the Service provider grants the Municipality the irrevocable license to use, disclose, reproduce, modify, license and distribute such related material.
- 9.5. The Service Provider shall reasonably assist the Municipality, including executing further documents, to give effect to clauses 9.1 to 9.4 of this Agreement.

10. CONFIDENTIALITY

- 10.1. If the Service Provide obtains any information regarding the business of the Municipality, any personal information regarding any person affected by the Services, or any other information not publicly available, the Service Provider shall, subject to any applicable privacy legislation:
 - a. Not use, copy or disclose, except as necessary to perform the Services or with the Municipality's written authorization, any such information; and
 - b. Protect the confidentiality of such information including, without limitation, adhering to reasonable security standards as established by the Municipality from time to time.
- 10.2. The Service Provider acknowledges that this Agreement, including the name of the Service Provider, the consideration, term and details of the Services, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*. The Service Provider further acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to information obtained, generated, collected or provided for the Municipality under this Agreement, and agrees to adhere to the *Freedom of Information and Protection of Privacy Act* in its collection, use and disclosure.
- 10.3. Except where authorized by this Agreement or by law, including the *Freedom of Information and Protection of Privacy Act*, the parties shall not disclose the terms of this Agreement.
- 10.4. Notwithstanding anything else in this Agreement, the parties may disclose information to

their legal counsel who has an obligation to keep that information confidential.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. The Service Provider hereby represents and warrants that, as of the effective date of this Agreement and throughout the Term:
- a. By performing the Services, including production of the Work Product, the Service Provider will not infringe on any patent or copyright or any other industrial or intellectual property rights including trade secrets;
 - b. Execution of this Agreement and performance of the Services and the obligations under this Agreement will not conflict with any other contract or agreement to which the Service Provider is party or is bound;
 - c. The Service Provider holds all necessary permits and certifications to perform the Services;
 - d. The Service Provider has full power and authority to execute this Agreement and perform the Service Provider's obligations thereunder;
 - e. The Service Provider is not a non-resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985, c-1 (5th Supp); and
 - f. The Service Provider is a G.S.T. registrant, and the Service Provider's G.S.T. registration number is [Click or tap here to enter text.](#)

12. INDEPENDENT CONTRACTOR

- 12.1. The Service Provider is an independent contractor for the purposes of this Agreement and shall not be deemed to be or hold itself out as a servant, employee, partner, subsidiary, joint venturer or agent of the Municipality.
- 12.2. The Service Provider shall be responsible for and shall make all necessary remittances and payments in respect of the Service Provider's employees including, where applicable, salary and benefits, payroll deductions, Canada Pension Plan payments, income tax deductions and withholdings, employment insurance deductions, workers' compensation insurance and any other remittance, deduction or withholding. The Service Provider shall provide the Municipality with such documentation as the Municipality may reasonably require showing that these payments are being made on a regular and timely basis as required in this Agreement and by law. Without limiting the generality of section 6.1 of this Agreement, the Service Provider shall indemnify and save the Municipality harmless from any and all claims made against the Municipality in respect of such payments by any party including the Canada Revenue Agency.

13. INSPECTIONS BY THE MUNICIPALITY

- 13.1. No reviews, approvals or inspections carried out or information supplied by the Municipality or its employees or sub-contractors shall affect the duties and obligations of the Service Provider, and all responsibility relating to the Services shall be and remain with the Service Provider.

14. CONFLICTS OF INTEREST AND ETHICAL STANDARDS

- 14.1. The Service Provider shall ensure that there is no conflict of interest or apparent conflict of interest on the part of the Service Provider or the Service Provider's employees, sub-contractors or agents with respect to the Services.
- 14.2. The Service Provider shall ensure that the Services are carried out in accordance with high ethical standards, including without limitation:
- a. Any advice or recommendations provided by the Service Provider shall be provided impartially and without bias;
 - b. Except for payment of the Service Provider's Fees, the Service Provider shall not accept any gift, payment or other direct benefit connected to the performance of the Services;
 - c. The Service Provider shall, upon notice from the Municipality, deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Service Provider in its business practices; and
 - d. If the Service Provider becomes aware of any matter which causes or may cause a conflict of interest with respect to the Services the Service Provider shall immediately disclose such matter to the Municipality and shall not continue to perform the Services until the Municipality notifies the Service Provider of whether it will terminate this Agreement in accordance with clause 4.4 above.

15. LIENS

- 15.1. The Service Provider shall not allow any sub-contractors or other persons claiming through the Service provider to register any liens, caveats or encumbrances against the Site in respect of the Services. In the event any such liens, caveats or encumbrances are registered, the Service Provider shall immediately take all reasonable steps to have those removed including, without limitation, payment of funds into a court of competent jurisdiction as substitute security.

16. SURVIVAL OF TERMS

- 16.1. Notwithstanding any other clauses in this Agreement, those clauses which by their nature continue after the expiry or termination of this Agreement shall continue after expiry or termination, including without limitation:
- a. Clause 6 – Release and Indemnity;
 - b. Clause 9 – Intellectual Property Rights and Ownership of Documents;
 - c. Clause 10 – Confidentiality;
 - d. Clause 12 – Independent Contractor;
 - e. Clause 13 – Inspections by the Municipality;
 - f. Clause 14 – Conflicts of Interest and Ethical Standards;
 - g. Clause 15 – Liens; and
 - h. Clause 17 – Other Rights and Remedies.

17. OTHER RIGHTS AND REMEDIES

- 17.1. The rights under this Agreement shall not affect or prejudice the Municipality from exercising any other rights that may be available to it in this Agreement or at law in the event of a breach.
- 17.2. Nothing in this Agreement shall affect the authority of the Municipality as a municipal corporation, nor shall it be interpreted as any license or planning or other approval which would be issued by a municipal corporation.

18. NOTICE

- 18.1. Any notice or invoice to be given under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if delivered by facsimile or e-mail provided the facsimile or e-mail system confirms delivery, or by prepaid registered mail, to the parties at the following addresses or such other address as is specified by notice:

- a. To the Municipality:

Town of Cochrane
101 RancheHouse Road
Cochrane, Alberta T4C 2K8
Fax: 403-851-2592
E-mail: [Click or tap here to enter text.](#)
Attn: [Click or tap here to enter text.](#)

To the Service Provider:

[Click or tap here to enter text.](#)

Fax: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Attn: [Click or tap here to enter text.](#)

Any notice sent by registered mail to the parties in accordance with clause 18.1 shall be deemed received SEVEN (7) days from the date of mailing except in the event of an interruption of the postal service.

19. GENERAL PROVISIONS

- 19.1. This Agreement shall be governed by the laws of the Province of Alberta and the parties irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.
- 19.2. The Service Provider shall ensure that its employees, sub-contractors and agents comply with the terms of this Agreement.
- 19.3. Time is of the essence in this Agreement.
- 19.4. Each party shall perform the acts, execute and deliver such further documents, and give the assurances necessary to give full effect to this Agreement.
- 19.5. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein. This Agreement shall not be amended unless such amendment is in writing and signed by both parties.
- 19.6. This Agreement shall be binding on and enure to the benefit of the parties, their successors and assigns.
- 19.7. If any provision of this Agreement is deemed by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
- 19.8. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of said right, power or remedy in the future.

- 19.9. The Service Provider shall not assign this Agreement except with the consent of the Municipality, which consent shall be in writing and may be withheld in the Municipality's sole and unfettered discretion.
- 19.10. This Agreement may be executed in counterparts and electronically, each of which shall be deemed an original and all of which shall together constitute one and the same Agreement.

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

The Seal of the TOWN OF COCHRANE)	
was hereunto affixed in the presence of:)	
)	
)	
_____)	(C/S)
Authorized Signatory)	
Jaylene Knight)	
Manager, Legislative Services)	
)	
)	
_____)	
Authorized Signatory)	
Jeff Genung)	
Mayor)	

The Corporate Seal of)	
Was hereunto affixed in the presence of:)	
)	
)	
_____)	(C/S)
Authorized Signatory)	
)	
)	
_____)	
Authorized Signatory)	

Schedule A

1. **SERVICE PROVIDER'S PROPOSAL**

Titled: [insert RFP title]

Submission Dated: Click or tap to enter a date.

2. **Including the following amendments:**

Titled: [insert RFP title]

Submission Dated: Click or tap to enter a date.

Schedule B

1. RFP ISSUED BY MUNICIPALITY

Titled: [title]

Issued Dated: Click or tap to enter a date.

1.2. Including the following amendments:

Titled: [title]

Issued Dated: Click or tap to enter a date.