
REQUEST FOR PROPOSAL (RFP) TERMS AND CONDITIONS

1. RFP GLOSSARY

Throughout the RFP, terminology is used as follows:

- 1) **“Alberta Time”** means Mountain Standard Time (MST) for the Province of Alberta, Canada;
- 2) **“Business Day”** means 8:00 to 16:00, Alberta time, Monday to Friday, excluding statutory and public holidays observed by Good Samaritan;
- 3) **“Change Order”, “Change Request”** means a written request from the Vendor to Good Samaritan, to consider whether certain Deliverables are or are about to be outside the scope of the Contract;
- 4) **“Contract”** means the written agreement between the Parties, the general conditions, any supplemental general conditions specified in the written agreement and every other document specified or referred to in any of them, as forming part of the Contract, all as amended from time to time by the agreement of the Parties;
- 5) **“Contractor”, “Consultant”, “Sub-Contractor”, “Vendor”** means the person or entity whose name appears on the signature page of the written agreement and who is to supply the Deliverables to Good Samaritan under the Contract;
- 6) **“CSA”** means the Canadian Standards Association;
- 7) **“Evaluation Committee”** means the individuals who will evaluate the submitted Proposals on behalf of Good Samaritan;
- 8) **“Fixed Price”** means a definite and predetermined price charged for the performance of the Deliverables by the successful Proponent;
- 9) **“Goods”, “Deliverables”, “Services”, “Work”** means the whole of the activities, goods, services, materials, devices, software, matters and things required to be done or parts thereof, delivered or performed by the Vendor in accordance with the terms of this RFP and resulting Contract;
- 10) **“Good Samaritan”** means the Good Samaritan Society (A Lutheran Social Services Organization), the Good Samaritan Canada (A Lutheran Social Services Organization, their employees, clients, agents, subcontractors, consultants and authorized representatives, for which the Deliverables are being provided);
- 11) **“Key Individuals”** means the individuals that will play lead roles on behalf of a Proponent or a Team Member;
- 12) **“must”, “required”, “shall”** means a requirement that must be met in a substantially unaltered form for the Submission to receive consideration;

- 13) **"GSC"** means the Good Samaritan Canada (a Lutheran Social Service Organization) , a faith-based charitable organization that operates care homes in the province of British Columbia;
- 14) **"Good Samaritan"** means the Good Samaritan Society (A Lutheran Social Service Organization) and Good Samaritan Canada (A Lutheran Social Service Organization , its board of directors, employees, officers, agents, contractors, sub-contractors, consultants and authorized representatives;
- 15) **"NFPA"** means the National Fire Prevention Association;
- 16) **"Party"** means Good Samaritan or the successful Proponent, or any other signatory to the resulting agreement from this RFP, and **"Parties"** means all of them;
- 17) **"Personal Information"** means recorded information about an identifiable individual, including the individual's name, home or business address or home or business telephone number and any other information recognized by law as personal information;
- 18) **"Project"** means the requirement as outlined in this RFP, and all the relevant schedules, appendices, addendums, and as amended from time to time;
- 19) **"Proponent"** means an individual, organization or Proponent Team responding to this RFP with a Submission or Proposal;
- 20) **"Proponent Team", "Team Discipline"** means two or more individuals and/or organizations that together submit a Proposal;
- 21) **"Proposal"** means the Submission received from a Proponent in response to the RFP;
- 22) **"Request for Proposal" or "RFP"** means this solicitation document and includes:
 - Appendix A – Proposal Sheet Summary
 - Appendix B – Generator Locations and Models
 - Appendix C – Pro-Forma Contract Template
 - Appendix D – COVID-19 Form (to be completed daily by the successful Proponents' personnel)
 - Appendix E – RFP Terms and Conditions
 - Schedule A – Scope of Work/Deliverables
- 23) **"Resources"** means the Proponents employees, officers, agents, subcontractors, subconsultants, business entities or firms forming a particular Proponent's Team Member;
- 24) **"Specifications"** means the functional or technical description of the Services, Deliverables and/or Work set out or referred to in the Contract, including specifications, drawings, samples and models, and further includes, except to the extent inconsistent with anything set out or referred to in the Contract, any such description set out or referred to in any brochure, product literature or other documentation furnished by Good Samaritan in relation to the Deliverables or any part thereof;

- 25) **“Submission”** means a Proponent’s Proposal in response to the RFP and includes all the documents, attachments, specifications, and materials;
- 26) **“should” or “desirable”** means that a provision so described has a significant degree of importance to Good Samaritan and may be scored in the evaluation of the Proposal;
- 27) **“Team Member”** means employees, officers, agents, subcontractors, sub-consultants, business entities, Key Individuals or firms forming a particular Proponent’s Team;
- 28) Headings are used for convenience only, and do not affect the meaning or interpretation of the clauses;
- 29) All terms used in the RFP have the same meaning given to them in the RFP; and
- 30) Words in the singular include the plural and vice versa.

2. RFP AVAILABILITY

1. RFP documents are only available through Alberta Purchasing Connection (APC) at www.purchasingconnection.ca.
2. Good Samaritan will not responsibility or liability for the completeness of any RFP documents, updates or amendments obtained from a source other than from the APC.

3. CLARIFICATION INFORMATION AND INTERVIEWS (WHERE APPLICABLE)

- .1 At any time during the evaluation process, Good Samaritan reserve the right to ask a Proponent to clarify statements made in its Proposal. Clarification questions in no way indicate acceptance of a Submission, nor does it obligate Good Samaritan to seek clarification from any other or all Proponents;
- .2 Following the receipt of clarifying information and interviews, the Evaluation Committee may modify their initial evaluation scores to reflect the clarifying information; and
- .3 Good Samaritan will not consider unsolicited supplementary or clarifying information received from any Proponents after the RFP Closing Date and Time.

4. ADDENDA (IF ANY)

- .1 Addenda may be issued by Good Samaritan prior to the RFP Closing Date and Time. Proponents are responsible to ensure they have reviewed all Addenda(s) prior to providing their Submission to Good Samaritan. All Addendum are incorporated into the RFP and become part of the Contract.

5. PROPOSAL IRREGULARITY OR NON-COMPLIANCE

- .1 Good Samaritan reserve the right to waive an irregularity or non-compliance with the requirements of the RFP, where the irregularity or non-compliance is minor or inconsequential to the Project. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at Good Samaritan' sole discretion.

6. ERRORS, OMISSION OR DISCREPANCIES

- .1 If a Proponent finds any discrepancy, ambiguity and/or omissions in any part of the RFP, the Proponent shall notify Good Samaritan by written notice to the contact person identified on the cover page of the RFP. Good Samaritan will clarify any discrepancies or ambiguities or omissions with a written addendum sent to all Proponents on record for the RFP.

7. PROPONENT EXPENSES

- .1 The Proponent is responsible for all costs of preparing and presenting its Proposal.

8. PROPOSAL AND RETENTION

- .1 A Proponent must not submit more than one Proposal. Proponent's Submission and rates must be firm for sixty (60) days from the RFP Closing Date and Time.

9. FEE

- .1 Proponents are to submit their fees Canadian dollars and exclusive of the Goods and Services Tax and the Harmonized Sales Tax. In event of Fixed Fee any inconsistency between words and numbers, words shall govern.
- .2 In the event of hourly rate fee proposal, if arithmetical errors are discovered in extended amount, the hourly rate fee shall be considered as representing the Proponent's intentions and the extended amount and the total amount entered in the schedule of hourly rates will be corrected accordingly by the Good Samaritan.

10. WAIVER

1. Proponents shall not have any claim for compensation of any kind as a result of participating in the RFP's process, and by submitting a Proposal each Proponent shall be deemed to have waived its right to make a claim.

11. TRADE AGREEMENTS

- .1 This procurement is subject to the Canadian Free Trade Agreement (CFTA) and the New West Partnership Trade Agreement (NWPTA).

12. RESERVED RIGHT

- .1 The Good Samaritan reserves the right to publish the names of responding Proponents and any summary cost information deemed appropriate by Good Samaritan.
- .2 The RFP does not commit Good Samaritan to enter into a Contract, nor does it obligate GSS to pay for any costs incurred in preparation and submission of responses or in anticipation of a contract.

13. LANGUAGE

- .1 All Submissions, including attachments, presentation materials, resumes, reference letters and any other information, must be in English.

14. DEBRIEF

- .1 At the completion of the RFP process and the execution of a Contract with the Successful Proponent(s), Good Samaritan may debrief a shortlisted Proponent on their submission, upon the receipt of a written request from the Proponent.

15. FOOD SAFE/HEALTH AND SAFETY/ENVIRONMENT

- .1 The Proponent agrees to follow Good Samaritan's policies and procedures including, health, safety and Food Safe policies, emergency response, waste management, general environmental protection measures, emission control, Occupational Health and Safety (OHS) requirements,, epidemic, pandemic and/or public welfare or health emergency declared by a Canadian governmental authority and any other policies or procedures that are applicable to the Project, and to obey all laws and regulations that protect the water, land, air, birds and animals within the Project perimeter.

16. CONFIDENTIALITY AND SECURITY OF INFORMATION

- .1 The Proponent, the Proponent's employees, subcontractors, consultants, and agents shall:
 - (a) keep strictly confidential all Good Samaritan information the Proponent and/or third parties acquired as a result of its participation in the RFP; and
 - (b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of Good Samaritan;

- .2 No press release or other public announcement relating to this RFP shall be issued without the prior written consent of Good Samaritan.

17. CONTRACT PROVISIONS

- .1 Proponents, by submitting a Proposal, are deemed to have accepted each provisions of the Contract attached to the RFP. Schedules to the Contract, including fees will be completed by Good Samaritan when preparing the Contract to be entered into with the successful Proponent(s) under an RFP.
- .2 If, in the opinion of Good Samaritan, it appears that a Contract may not be entered into with the successful Proponent(s) within ten (10) business days of notification of selection, Good Samaritan reserve the right to contract with another Proponent.
- .3 Statements made in a Proposal may be incorporated into, attached or included in the Contract, and shall constitute representations and warranties of the successful Proponent and shall from part of the Contract.

18. HOLDBACK

- .1 Withholding (non-residence) Tax: Proponent agrees that, pursuant to the provisions of the *Income Tax Act, Canada*, Good Samaritan is empowered to withhold an amount equal to fifteen (15%) percent of the price to be paid to the Contractor, if Contractor is a non-resident of Canada as defined in the said Act, unless Proponent provides Good Samaritan with a letter from the Canada Revenue Agency (CRA) authorizing a waiver or reduction of the withholding amount. Where the withholding is applicable, the amount will be held on account with respect to any liability for taxes which may be owed to Canada.

19. PERMITS

- .1 All permits required by any authority having jurisdiction over the Deliverables Will be applied for and paid for by the successful Proponent, except as instructed by Good Samaritan.
- .2 Proponents are advised that execution of the Contract does not constitute a waiver of any permit requirements that Good Samaritan normally requires of contractors and, by submitting a Proposal, Proponents represent that they have fully investigated and satisfied themselves and are familiar with all such permits that may be required for the performance of the Deliverables.

20. LEGAL JURISDICTION

- .1 This RFP shall be governed and interpreted in accordance with the laws in force in Alberta. The Proponent shall comply with the provisions of all laws, now in force or in force after the submission of the Proposal, or parts thereof, that expressly or by implication apply to the RFP or the resulting Contract, if applicable. The Proponent irrevocably attorn to the

exclusive jurisdiction of the Courts in Alberta in all matters related to this RFP. This provision shall survive the termination or conclusion of this RFP.

21. PERSONAL INFORMATION AND PRIVACY ACT (PIPA)

- .1 Proponent acknowledges responsibility for the collection, use and disclosure of personal information with respect to this RFP and agrees that it has obtained consent from Team Members, Key Individuals or any individual identified in their Proposal, to use their Personal Information in the Submission. The Proponent agrees to comply with all privacy laws that apply and/or will apply to the Project if selected as the successful proponent, and by submitting a Proposal under this RFP, the Proponent agrees that Good Samaritan may use the personal information for the purposes of this RFP.

22. HEALTH INFORMATION ACT (HIA)

- .1 The Health Information Act (HIA) imposes obligations on Good Samaritan, its employees and affiliates regarding the privacy and confidentiality of client personal information. In the course of carrying out this Project, the successful Proponent may have access to confidential client information. The Proponent acknowledges that they are bound by all terms and conditions imposed in the Act.

23. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP, FIPPA)

- .1 The Freedom of Information and Protection of Privacy Act (FOIP and/or FIPPA) imposes obligations on the Good Samaritan, its employees and affiliates regarding the privacy and confidentiality of business records. The Proponent shall not disclose the terms, except for necessary disclosure as required by law. The successful Proponent agree to provide timely notice to Good Samaritan of any request for disclosure required due to the FOIP and FIPPA and cooperate in coordinating any required response.

24. LIMITATION OF LIABILITY

- .1 Notwithstanding any other provision in this RFP, a Proponent who responds to this RFP agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:
 - (a) the RFP process;
 - (b) the evaluation of Proposals;
 - (c) the awarding of the Contract; or
 - (d) a decision by the Good Samaritan not to award the Contract

shall be limited to the Proponent's actual Proposal preparation costs. "Proposal preparation costs" are the actual costs borne by a Proponent to prepare and submit its Proposal. By submitting a Proposal a Proponent acknowledges and accepts this limitation.

25. REFERENCES AND OTHER CLEARANCE CHECKS

- .1 Good Samaritan may require that the Proponent conduct police criminal or vulnerable sector checks for its personnel. Good Samaritan may contact references, including references other than those submitted by the Proponent, without prior notice to the Proponent. The Proposal may be rejected if, in the opinion of Good Samaritan, the Proponent or any proposed Proponent Team Member or Key Individual receive unsatisfactory references or checks.

26. ORDER OF PRECEDENCE

- .1 In the case of conflicts, discrepancies, errors or omissions among RFP, the Proposal, and the main body of the Contract, the documents and amendments to them shall take precedence and govern in the following order:
 - (a) The main body of the Contract;
 - (b) Schedules; and
 - (c) RFP Document issued by the Good Samaritan.

Proponent's Proposal is for reference purpose only.

END OF RFP TERMS AND CONDITIONS