

SHORT FORM CONTRACT

The Good Samaritan Society (A Lutheran Social Service Organization), Good Samaritan Canada (A Lutheran Social Service Organization (collectively known as the “ Good Samaritan ”)	(“ Contractor ”)
Address: Head Office 8861 75 Street NW Edmonton, AB. T6C 4G8	Address:
Phone: 780-431-3600	Phone:
Email: Purchasing@gss.org	Email:
Contract No.: Project No.: N/A	Contractor Reference No.:

WHEREAS The Good Samaritan Society and Good Samaritan Canada operates care homes and programs in locations within the Provinces of Alberta and British Columbia;

WHEREAS Contractor provided a Submission to **RFQ # Q105-2023-014** with an **RFQ Closing Date of _____, 2023**, the Contractor has agreed to provide professional Services related to perform _____ at _____ and may perform other services as required by the Good Samaritan in a non-exclusive manner;

WHEREAS the Contractor declares that it has obtained all federal, provincial and municipal permits, required to provide the Services to the Good Samaritan;

NOW THEREFORE in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows;

1. Definitions:

- .1 **“Agreement”** means this Agreement, Schedule A, Schedule B, Appendices, attachments (if any), and executed written amendment(s) to them as signed off by the authorized representative of the parties.
- .2 **“Confidential Information”** means information and data not known generally outside the parties’ internal business, concerning each parties’ business, technical information, including information related to Inventions, know-how, trade secrets, processes, specifications, reports, manuals, customers, customer lists, confidential information, personal information, financial, marketing data and business plans.
- .3 **“Contractor” “Sub-Contractor” or “Seller” or “Vendor”** means the legal entity that will enter into this Agreement with the Good Samaritan.
- .4 **“Contract Price”** means the purchase price or unit price of the Goods, and/or Services, as set out in this Agreement and all written amendment(s) to it, as signed off by the parties.
- .5 **“Deliverables” or “Goods” or “Materials” or “Work” or “Services”** means the deliverables, work, goods, materials, services or any item agreed to be supplied by the Contractor, including warranties, parts, maintenance, or parts of them.

- .6 **“GSC”** means Good Samaritan Canada (A Lutheran Social Service Organization), a faith-based charitable organization that operates care homes and programs in the province of British Columbia.
- .7 **“GSS”** means The Good Samaritan Society (A Lutheran Social Service Organization), a faith-based charitable organization that operates care homes and programs in the province of Alberta.
- .8 **“Inventions”** means any intellectual property including technological innovations, discoveries, inventions, designs, formula, know-how, tests, performance data, processes, production methods, improvements to all such property and the like, regardless of whether or not patentable, copyrightable, or subject to trade-mark and further includes any recorded material, notes or records defining, describing or illustrating any such intellectual property developed as a result of this Agreement.
- .9 **“Intellectual Property”** means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognized or protected by law.
- .10 **“Good Samaritan” or “GS”** means The Good Samaritan Society and Good Samaritan Canada, their subsidiaries, agents, contractors, sub-contractors and employees, and for which the Goods and/or Services are being delivered. Good Samaritan is a non-profit organization owning and operating facilities in Alberta and British Columbia.
2. **Term:** This Agreement starts from _____ and terminates on _____, unless terminated earlier in accordance with the requirements of clause 18 and clause 19 of this Agreement.
3. **Notice:** All notice(s) provided under this Agreement shall be in writing and directed to the parties identified at the above addresses.
4. **Scope:** Contractor agrees to provide the Services to the Good Samaritan in a non-exclusive manner and the Good Samaritan agrees to receive the Deliverables as detailed in Schedule A.
5. **Description:** Where applicable, the Goods must comply with all applicable law, (a) be of merchantable quality and free from defects in design, materials or construction, quality, workmanship (b) be fit for the purposes for which they are intended to be used (c) comply with the description stated in Schedule A (d) be new and unused, unless the Good Samaritan has agreed otherwise in writing and (e) be packaged so as to protect the contents and keep them clean, dry and in a new condition until they are first used, if appropriate.
6. **Delivery:** Contractor agrees to provide the Deliverables as agreed, and acknowledge that the Good Samaritan may suffer irreparable consequences should the Deliverables not be provided as agreed between the parties. If Deliverables are not provided as agreed, without prejudice to any right it may have under the law, the Good Samaritan reserves the right to take one of the following actions: a) cancel the Agreement in whole or in part; b) refuse to accept any subsequent delivery which the Contractor may attempt to deliver; c) claim damages for any additional costs, loss or expenses it may have incurred which are attributable to the Contractor’s failure to deliver the Goods. Deliverables are deemed accepted after five (5) business days of delivery to the Good Samaritan, unless the Good Samaritan notify Contractor otherwise.

7. **Title:** Upon delivery to the agreed location and acceptance of the Deliverables by the Good Samaritan (including off-loading, stacking, quality tests), all risks and title shall immediately transfer to the Good Samaritan.
8. **Warranty:** Contractor warrants that the Deliverables do not breach any law or standard, (a) supply of the Goods are in accordance with this Agreement and will not infringe the rights of any person (b) when ownership is stated to pass in this Agreement, full ownership of the Deliverables will pass to the Good Samaritan and no-one else has any rights in the Deliverables. (c) any documentation supplied with the Deliverables is adequate (in terms of both quantity and quality) to enable the Good Samaritan to utilise the Deliverables in the manner intended by the Good Samaritan. All Deliverables are warranted for twelve (12) months from the date of acceptance and/or the standard manufacturer's warranty for the Deliverables which ever one is longer. Additional warranty may be provided by Contractor as required. All rework are re-warranted from the re-work completion date.
9. **Standard of Care:** Contractor is expected to provide the Deliverables with reasonable skill, care and diligence and in accordance with all codes, laws and any applicable good industry practices and standards of suppliers of such Deliverables, and in accordance with this Agreement.
10. **Defect:** Upon notification of defect, Contractor shall promptly remedy the defect, re-perform or rectify all deficiencies immediately upon being notified of defect, and at no additional cost or expense to the Good Samaritan.
11. **Equipment:** Where applicable, Contractor shall provide and keep on worksite, all equipment necessary to provide the Deliverables as required by the Good Samaritan. Upon completion of Deliverables, the work site must be cleaned, be free from debris, and the site left in as clean a state as was found. All equipment required for the Work must be in optimum working condition and must be project inspected and certified by the relevant authority. All equipment, including motorised and non-motorised equipment must be cleaned inside and outside (e.g. free of leaks, staining, vegetation and soil) and be in good repair condition, prior to their arrival on the work sites. Cleaning requires pressure washing or steam cleaning and where required, may include sterilization (e.g. 1-2% bleach solution). A list of Equipment to be provided under this Agreement (if any), are listed under Schedule B.
12. **Price:** The rates and amounts payable under this Agreement are detailed on the attached Schedule B.
13. **Payment:** Contractor shall submit reporting, invoices and supporting documents (e.g. packing slips, time tickets, warranty, manuals, drawings etc.) as agreed between the parties, and in a format acceptable to the Good Samaritan. Final payments shall be paid once Deliverables are one hundred (100) percent completed and accepted by the Good Samaritan, including the clean-up, submission of as-built drawings (where applicable), manuals, warranty documents etc. Payment terms are detailed on the attached Schedule B.
14. **Payment for labour and supplies:** As required, Contractor shall pay all of its suppliers of labour and materials to avoid controversies. If required, the Good Samaritan may pay the said suppliers on behalf of the Contractor and deduct such payments from any monies owed to Contractor. If such payments by the Good Samaritan exceed the balance of any monies due to Contractor, Contractor's will be liable for the balance and promptly pay such excess amount to the Good Samaritan.

- 15. Workers Compensation Board (WCB):** Contractor is responsible for complying with the *Workers' Compensation Act* and *Regulation* appropriate to each work site jurisdiction, as amended from time to time, applies, and all other required benefit or burdens to its employees, workers, contractors, sub-contractors, agents, vendors etc. as required under the law. Contractor will provide and maintain workers compensation insurance for the duration of the Work scope, inclusive of personal coverage for all personnel not automatically covered by the *Workers' Compensation Act and Regulation*. Prior to the commencement of Work and the release of the final payment, Contractor shall deliver to the Good Samaritan the clearance letters from the Worker's Compensation Board (WCB) Alberta and Worksafe British Columbia (Worksafe BC) showing that the Contractor is registered and in good standing with WCB.
- 16. Set-off:** The Contractor agrees that the Good Samaritan may set off payments against any monies that may be owing to the Good Samaritan by Contractor with respect to this Agreement and/or any other related or unrelated agreement(s).
- 17. Change Order:** Contractor may submit a written change order request to the Good Samaritan, where Contractor is concerned that a requested Deliverable is out of scope of the current Agreement. The Good Samaritan shall consider the request and acting reasonable, may accept or reject the change order request, providing feedback to Contractor. Contractor agree that prior to commencing any such work, the written change order document is approved by the Good Samaritan and issued to Contractor. Invoices for Deliverables completed without a proper authorised change order or amendment to the Agreement may not be paid by the Good Samaritan. The Good Samaritan may request a Change Order for any reason including, weather delays, change in applicable law, protest actions, Contractor caused delay, events of Force Majeure or other contingency matters. Any adjustment to the price and project schedule as a result of such change request, shall be mutually agreed by the parties, acting reasonably.
- 18. Termination:**
- .1 In the event of a material breach of this Agreement, or upon either party becoming bankrupt or insolvent, goes into liquidation or ceases to carry on business, either party may promptly terminate this Agreement without owing any liability to the other party. Notwithstanding the forgoing, the Good Samaritan reserve the right to immediately modify or terminate this Agreement due to fraud, gross negligence, willful default, an act or omission of the Contractor contrary to this Agreement;
 - .2 The Good Samaritan may terminate this Agreement for convenience at any time and without cause, upon giving thirty (30) days prior written notice to the Contractor. If the Good Samaritan terminates this Agreement for convenience, Contractor shall be paid for Services completed in accordance with this Agreement up to the effective date of termination, and where applicable, the actual reasonable demobilization costs incurred by the Contractor with respect to the termination. Contractor must provide receipts and other supporting document(s) to justify any such demobilization claim under this provision.
- 19. Force Majeure:** Neither party shall be considered in breach of this Agreement to the extent that the performance of their respective obligations is prevented by an event of force majeure and that could not have been prevented by reasonable diligence, such as but not limited to, unusually severe weather, protest actions, earthquakes, fire, wind, explosion, acts of war or terrorism, loss or delay of or damage to long lead items in transit, builder's risk events, off-site strikes and other events that result in unsafe working conditions and or difficulty in accessing the work site. The party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other

Party of an event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. Any force majeure event that occurs and its effect continue for a period of sixty (60) days, either the Good Samaritan or Contractor may give to the other a notice of termination (If the Good Samaritan is paying fees during Force Majeure, then Contractor should not have a termination right, he/she is being paid), which shall take effect thirty (30) days after the giving of the notice. If, at the end of the thirty days period, the effect of the force majeure continues, the Agreement shall be deemed terminated.

20. Indemnity:

- .1 Contractor shall indemnify and hold harmless the Good Samaritan, their subsidiaries, employees and agents, against and from all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from that party's breach of this Agreement.
- .2 Contractor shall indemnify and hold harmless the Good Samaritan, their subsidiaries, officers, employees, representatives, contractors, sub-contractors, vendors, suppliers, customers and agents in full, against and from any loss or damage to the real or personal property of the Good Samaritan, to the extent arising from the Contractor's breach of this Agreement or from negligence, other tortious act or willful misconduct of the Contractor, or those for whom it is legally responsible.
- .3 Nothing in this Agreement excludes or maybe construed to exclude or limit the liabilities of the parties with respect to strict liability offences, including death, personal injury or other activities caused by negligence, fraud or fraudulent misrepresentation, or exclude any other matter required by law not to be excluded.

21. Limitation of Liability: Notwithstanding any of the foregoing, the Good Samaritan's total liability under this Agreement is limited to this Agreement value, whether in contract, tort, strict liability or any other offences, including for negligence, breach of statutory duty, misrepresentation, restitution or other offences.

22. Insurance:

- .1 At its own expense and without limiting its liability under this Agreement, Contractor shall insure its operations, and maintain throughout the Term, and for a period of 12 months following the completion or termination of this Agreement:
 - (a) General and/or public liability insurance coverage for personal and bodily injury, property damage in the amount of \$10,000,000.00 per occurrence;
 - (b) Comprehensive automobile coverage of \$1,000,000.00 for bodily injury and property damage arising from the operation of all vehicles owned, operated or licensed, hired and non-owned vehicles;
 - (c) Broad umbrella insurance of \$1,000,000.00, above and beyond clauses 22.1(a) and 22.1(b) above, without gaps in limit; and
 - (d) Any other insurance coverage required by law in the jurisdiction in which Work under this Agreement is being performed.
- .2 Contractor shall provide the certificates for the above required insurance to the Good Samaritan, including the below endorsements:

- (a) name the Good Samaritan as additional insured on the policy;
- (b) make the above insurances as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of the Contractor;
- (c) an undertaking by the insurers that the policies are in full force and effect, and shall provide thirty (30) days' prior written notice to the Good Samaritan before cancellation and/or annulled of the policy; and
- (d) a waiver of subrogation of claims in favour of the Good Samaritan.

.3 Contractor shall ensure that all its subcontractors obtain and maintain similar liability insurances sufficient to meet the requirements in clause 22.

.4 If Contractor fails to provide the required coverage and supporting documents, the Good Samaritan may place the insurance coverage on the operations of the Contractor, paying the premium for the coverage and charging the same plus reasonable expenses to the Contractor.

23. Safety: During performance of the Deliverables, Contractor agrees to comply with all laws in effect at each Work jurisdiction, including strictly comply with all current and future Good Samaritan's health, safety and environmental requirements, rules and procedures for each work site, Occupational Health and Safety (OHS) requirements, medical test(s) when required, epidemic, pandemic and/or public welfare or health emergency declared by a Canadian governmental authority, and also comply with all Food Safety laws and requirements applicable to Alberta and British Columbia related to the Deliverables. Contractor agrees to flow through these requirements to all its contractors, sub-contractors, employees, trades and vendors that provide Deliverables on behalf of Contractor under this Agreement.

24. Code of Conduct: Contractor agrees that it, and any of its workers providing Deliverables under this Agreement, shall comply with the Good Samaritan's ethics and codes of conduct during performance of this Agreement.

25. Environment: Contractor agrees to follow the Good Samaritan's' specific environmental policies and procedures including, waste management, general environmental protection measures, emission control and other procedures that are applicable to the Deliverables, and to obey environmental laws and regulations that protect the water, land, air, biota and wildlife.

26. Non-Solicitation: During the term of this Agreement, the parties will not directly or indirectly solicit or induce or attempt to solicit any employees of each other to leave their employment, except where the employee seek the employment through the normal public employment process.

27. Confidential Information:

- .1 The parties agree to keep strictly confidential all information of each other and that of third parties, acquired as a result of their participation under this Agreement, and only use, copy or disclose such information as necessary for the performance of the Deliverables, upon written authorization of the other party and as required by law. Contractor shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

- .2 No press release or other public announcement relating to this Agreement will be issued by the Contractor without the prior written authorization of the Good Samaritan.
- .3 The parties agree that Confidential Information, Inventions, and non-solicitation provisions are reasonable, enforceable and independent of one another.
- .4 Confidential Information does not include information which is already available to the public through no act or omission on the part of Contractor or information which is required to be disclosed by a court of law, in which case, Contractor shall immediately notify the Good Samaritan of such request, providing the Good Samaritan reasonable opportunity to seek remedy prior to the release of the information.
- .5 Upon termination of this Agreement, Contractor shall return and/or destroy all Confidential Information relating to the Good Samaritan's business in their possession, custody or control. Contractor shall make no further use of such documents after the termination of this Agreement.
- .6 The Health Information Act (HIA) imposes obligations on the Good Samaritan, its employees and affiliates regarding the privacy and confidentiality of client records. In the course of carrying out this Agreement Contractor may have access to confidential client information. Contractor acknowledges that he is bound by all terms and conditions imposed in the Act.
- .7 The Freedom of Information and Protection of Privacy Act (FOIP and FIPPA) imposes obligations on the Good Samaritan, its employees and affiliates regarding the privacy and confidentiality of client records and shall not disclose the terms, except for necessary disclosure as required by law. Contractor agree to provide timely notice to the Good Samaritan of any request for disclosure required due to FOIP and FIPPA, and cooperate in coordinating any required response.

28. Personal Information and Privacy Act (PIPA): Contractor is responsible for the collection, use and disclosure of personal information for its employees, sub-contractors, vendors, agents and/or third parties, providing Deliverables under this Agreement and must comply with all laws applicable to privacy in the applicable jurisdiction. Contractor declares that it has obtained written consent from such individuals prior to the use of their personal information.

29. Intellectual Property (IP): Each party shall retain ownership of the intellectual property provided in the performance of this Agreement. The Good Samaritan shall own and retain all rights to the results and all Inventions resulting from this Agreement. Contractor irrevocably assigns all rights, title and interest in such IP and Inventions to the Good Samaritan or their nominee without requiring any additional compensation to the Contract Price. Contractor shall sign all applications for, and assignments of, patents, trademarks, copyright or other interests therein required by the Good Samaritan and shall sign all other writings and perform all other necessary acts, as well as provide support to the Good Samaritan, with respect to IP or Inventions relating to this Agreement.

30. Non-Disclosure of Information: The parties may disclose each other's information to employees, subcontractors or agents who have a need to know for the purpose of performing the Services, provided that the party have confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Agreement.

- .1 Subject to clause 30, the parties' obligations do not apply to information or documents which:
 - (a) are or become publicly available through no act or omission of the parties;

- (b) are independently developed without benefit of any of the parties' information; or
 - (c) are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- .2 The parties shall retain each other's information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of received Information. The receiving party shall immediately advise the disclosing party of any unauthorized access, use, disclosure, loss or destruction of the party's information, and shall provide the receiving party with any assistance reasonably required to rectify such a situation.
 - .3 The Contractor shall return or deliver Good Samaritan's information to the Good Samaritan upon completion or termination of this Contract, or upon request by the Good Samaritan.
 - .4 The parties information may be disclosed to the extent required by law or court order, provided that the parties provides reasonable notice to each other prior to disclosure and/or the opportunity to seek to prevent or limit its disclosure.
 - .5 All required disclosure with respect to this Agreement will be in accordance with the disclosure provisions of the Freedom of Information and Protection of Privacy Act of Alberta and the Personal Information Protection Act of British Columbia.

31. Consent: Contractor understands and agrees that the Confidential Information, Inventions, and Non-Solicitation provisions above are reasonable, enforceable and independent of one another, should any provision be found unenforceable by a court of law. Further, Contractor understands that a breach of any of these provisions may constitutes cause for termination of this Agreement and that such breach may cause irreparable harm which may be remedied by injunction, damages and/or any other legal redress the Good Samaritan may choose to pursue to repair, mitigate or eliminate the breach.

32. Assignment: Contractor agrees that it will not assign or delegate any of its obligations under this Agreement without the express prior written consent of the Good Samaritan, which may not be unreasonable withheld.

33. Severability and Modification: Each provision of this Agreement is severable from every other provision. If any provision contained in this Agreement is deemed invalid, illegal or unenforceable by a court of law, such provision shall be severed from this Agreement and made ineffective to the extent of invalidity, illegality or unenforceability in such jurisdiction and in such circumstances. The remaining provisions of this Agreement shall remain in full force and effect.

34. Waiver of Breach: Failure of either party to require the performance of any term or condition of this Agreement, shall not prevent a subsequent enforcement of any such term or any other term nor will it be deemed a continuing waiver of the breach or waiver of any other subsequent breach of any other term or condition under this Agreement.

35. Amendment: Any amendment or alteration to the terms and conditions of this Agreement must be in writing and executed by the authorized representative of the parties.

36. Audit: Contractor shall retain all documents relating to this Agreement for seven (7) years from the Agreement end date, and upon request, shall provide the documents to the Good Samaritan for

inspection and audit. Contractor further agrees to provide support and assistance to the Good Samaritan during audit relating to the Deliverables provided under this Agreement. The Good Samaritan reserve all powers necessarily incidental to conducting an audit of these records including, without limitation, the right to have access to, inspect and take copies of Contractor's books and records in connection with this Agreement. Contractor shall require their sub-contractors, vendors and others providing work under this Agreement to provide similar obligations to the Good Samaritan.

- 37. Withholding Tax:** Contractor agrees that, pursuant to the provisions of the *Income Tax Act*, Canada, the Good Samaritan is empowered to withhold an amount of 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 Contractor provides the Good Samaritan with a letter from the CRA authorizing a waiver or reduction of the withholding amount. Where the withholding is applicable, this amount will be held on account with respect to any liability for taxes which may be owed to Canada.
- 38. Amicable Settlement:** The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the standard conciliation rules then obtaining, or according to such other procedure as may be agreed between the parties. Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof is settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration. The Arbitrator shall be mutually selected by the parties and process followed shall be in accordance with the Arbitration Act Alberta,, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
- 39. Governing Law:** This Agreement shall be governed by the laws of the Province of Alberta.
- 40. Enure:** This Agreement shall enure to the benefit of and is binding upon the successors and assigns of the parties to this Agreement.
- 41. Independent Contractor:** Contractor is and shall remain an independent contractor from the Good Samaritan.
- 42. Time of Performance:** Time is of the essence in this Agreement.
- 43. Order of Precedence:** In the case of conflicts, discrepancies, errors or omissions, the documents and amendments to them shall take precedence and govern in the following order:
- (a) this Agreement;
 - (b) Schedule A – Scope of Work;
 - (c) Schedule B – Payment; and
 - (d) Amendments to them;
 - (e) RFP; and
 - (f) Proponent's Submission.

Contractor Name:

CONTRACT NUMBER:

44. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understanding, discussions, negotiations, statements, promises and/or representations made or given by either party, including all terms and conditions which Contractor may purport to apply under any acknowledgement or confirmation of order, quotation, specification or any other document. Each order or acceptance of a quotation to purchase Goods by the Good Samaritan from the Contractor shall be deemed to be subject to the terms and conditions of this Agreement.

45. IN WITNESS thereof, the parties execute this Agreement by their authorized representatives' signatures below:

The Good Samaritan Society (A Lutheran Social Service Organization), Good Samaritan Canada (A Lutheran Social Service Organization:	Contractor Name.:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Contractor Name:

CONTRACT NUMBER:

SCHEDULE 'A' – SERVICES/SCOPE OF WORK/DELIVERABLES

The minimum Deliverables required from the Contractor includes:

1. Work

In accordance with the Work level requirements, the Contractor will perform the following:

(a) Detail Work/Deliverable.

2. Work Timetable

Contractor will perform the Work no later than the completion dates specified as follows:

Item No.	Qty.	Work/Deliverable	Completion Date
1.		Identify Work item	(Month/day/year)
2.		Identify Work item	(Month/day/year)
3.		Identify Work item	(Month/day/year)
4.			

SCHEDULE 'B' – PAYMENT

Contractor is required to adhere to the following:

1. Hours of work

- .1 The Contractor shall work collaboratively with the Good Samaritan to provide personnel who shall work no longer than _____, unless otherwise specified in writing by the Good Samaritan.

2. Payment

- .1 Contractor shall submit monthly invoices and supporting documents, in a format acceptable to the Good Samaritan. Payment term for all invoices are net thirty (30) days from the invoice and supporting documents receipt date. All invoices must be sent to GSSAP@gss.org, copying MATMAN@gss.org. For invoice inquiries, please call the Good Samaritan at 780-461-3600 and select option 6. Submitted invoices must include the Contract and purchase order numbers for payment.
- .2 Any request for escalation in rates or materials during the performance of the Services must be supported by a written document from the manufacturer, and/or Consumer Price Index (CPI). Notwithstanding the foregoing, no rate change is applicable to this Agreement until twelve (12) months after the Contract start date.
- .3 The total maximum amount payable under this Agreement for successful completion of the Services is _____ **dollars only (\$ _____)** including all expenses. Additional amount may be paid under this Agreement for out of scope work not contemplated under the Agreement. For such out of scope work, Contractor is required to provide a quote for the Good Samaritan's review and acceptance prior to commencing the out of scope work.
- .4 All change order requests must be in writing and approved by the Good Samaritan's authorized representatives before the expense is incurred.

3. Payroll Burdens

- .1 Contractor is responsible for paying all payroll burdens, Employment Insurance (EI), Canada Pension Plan (CPP), Living Out Allowances (LOA) and any other required payroll burden required to be paid for itself, employees, contractors, sub-contractors, vendors and other personnel, providing Services under this Agreement.

4. Markup

- .1 The maximum allowable mark-up on all supplies, materials, labour and/or equipment, including freight, administrative charges is _____ (____) percent, plus applicable taxes, which shall be itemized as separate charges on all submitted invoices.

5. Reimbursable Expenses

- .1 Where applicable, travel and approved expenses must be reimbursed at cost price, with submission of original receipts and other required supporting document by the Contractor. No interest or markup is payable on expenses. All expenses must be pre-approved by the Good Samaritan's authorized representative in writing before the expense is incurred.

6. Living Out Allowances (LOA)

- .1 Where applicable and in accordance with the Good Samaritan's policy, LOA may be paid to Contractor's personnel for pre-approved travels expense while traveling for the Good Samaritan's benefit. LOA are not payable to personnel working within their local resident e.g. Edmonton and neighbouring cities.

7. Mileage

- .1 Where applicable, mileage for pre-approved travel expenses shall be reimbursed in accordance with the Good Samaritan's Travel Expense Reimbursement policy e.g. .50 cents per kilometer. No mileage is paid for travel within Edmonton, including Stony Plain, Spruce Grove, Millwood's, Sherwood Park etc.) and environs.

8. Contractor Personnel

- .1 Contractor will perform the Services at the rates specified below. All pricing and rates are inclusive of all benefits, payroll burdens, taxes, overhead and administration charges, incentives (if any), fuel, small supplies, completion of pre-job orientation trainings and each site-specific safety training requirements:

No.	Qty.	Role Description	Base Rates	Hours per Week	No. of Weeks	Frequency
1.	1					
2.	1					

9. Personnel Certification

- .1 Contractor shall ensure that all of the personnel providing Services under this Agreement are in good health prior to attending any of the Good Samaritan's facility and have received all required immunization for such Facility where required.
- .2 Where applicable, Contractor shall also ensure that its personnel have all the required certification to participate in food safe activities in compliance with all the applicable federal and provincial health Acts, regulations and requirements as approved by the relevant province.
- .3 Where applicable, Contractor is required to submit to the Good Samaritan, current copies of all required current certification for Environment for Scheduling Personnel (ESP), Food Safe 1 and/or Food Safe 2, as applicable to the dining Services for British Columbia, and/or ESP, Food Safe Certification AB, Food Safe Basic AB, relevant to the Services under this Agreement, and as required by the government of the provinces of Alberta and British Columbia.
- .4 Contractor is responsible for the payment of all current certification and insurance, and to ensure that the documents are maintained at appropriate level throughout the performance of the Services, and to pay for any other training and/or certification required by the industry to perform

the Work related task(s). Thirty days prior to the expiry dates, Contractor is required to submit to the Good Samaritan, the updated certificates including WCB, insurance etc.

10. Facilities and Equipment

- .1 Contractor is responsible for providing all the tools, equipment, supplies, consumables, and small parts necessary to satisfactorily provide the Services to clients, solely at its expense;
- .2 All equipment, including motorised and non-motorised equipment, must be cleaned inside and outside and sanitized by the Contractor and as required by the Infection Prevention and Control (IPC) Practice Guideline prior to utilising the equipment for clients at the Facilities. Cleaning may require washing or steam cleaning, disinfecting, or sterilization to avoid cross-contamination; and
- .3 Contractor shall tidy, clean, disinfect and maintain a clean environment within the parlour throughout the Agreement Term.
- .4 Contractor shall ensure all personnel comply with Infection Prevention and Control (IPC) practices and guidelines as applicable and amended from time to time, including all provincial COVID-19 requirements.

11. Vulnerable Sector Police Check

- .1 Prior to commencing work at any of the Good Samaritan's facilities, Contractor shall perform vulnerable sector police information check and provide the current (not more than 3 months old) police clearance document to the Good Samaritan.