

REQUEST FOR QUOTE (RFQ) TERMS AND CONDITIONS

1. Terminology

Throughout the RFQ, 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 the Society;
3. **"Contract"** means the written legally binding agreement between the Parties, 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;
4. **"Contract Price"** means the amount expressed in the Contract to be payable to the Sub-Contractor for the Goods, Services, and/or Work, and could be in the form of Purchase Order(s) (PO);
5. **"Evaluation Team"** means individuals who will evaluate the Responses on behalf of the Society.
6. **"Goods", "Services", "Work"** means the whole of the activities, goods, services, materials, equipment, software, matters and things required to be done or parts thereof, delivered or performed by the Vendor in accordance with the terms of the Contract;
7. **"GSC"** means The Good Samaritan Canada, a faith-based charitable organization that operates care homes in the province of British Columbia.
8. **"GSS"** means the Good Samaritan Society, (a Lutheran Social Service Organization), a faith-based charitable organization that operates care homes in the province of Alberta.
9. **"Intellectual Property"** means all intellectual property rights, interests, including copyright, trademarks, designs, patents and other proprietary rights, recognized or protected by law.

10. **“must” or “required” or “shall”** means a requirement that must be met in a substantially unaltered form for the Response to receive consideration;
11. **“Society”** means the Good Samaritan Society, the Good Samaritan Canada, its employee, clients, agents, subcontractors and authorized representatives, for which the Goods, Services and/or Work are being delivered;
12. **“Party”** means the Society or the Sub-Contractor or any other signatory to the Contract and **"Parties"** means all of them;
13. **“Price”** means the total amount, including all costs, fees, expenses and charges, to be charged by the successful Vendor(s) for the delivery of the RFQ requirements. Each of the Vendor’s Quote must include its Price.
14. **“Response” or “Quote”** means the Vendor’s submission to the Society in response to an RFQ, and could be in the form of a quote, signed submission form and/or proposal pricing information.
15. **“Request for Quotes” or “RFQ”** means the solicitation documents for the Goods, Services and/or Work, addenda (if any), specifications, drawings, electrical components, appendices, attachments etc.
16. **"Specifications"** means the functional or technical description of the Goods, Services and/or Work set out or referred to in the Contract, including specifications, drawings, electrical components, samples and models, and further includes, any such description set out or referred to in any brochure, product literature or other documentation furnished by the Society in relation to the Goods, Services and/or Work or any part thereof;
17. **“Vendor” or “Sub-Contractor” or “Seller” or “Respondent”** means the person or legal entity responding to the RFQ with a Response or quote for the supply of the Goods, Services and/or Work, as required under the RFQ.
18. Headings are used for convenience only, and do not affect the meaning or interpretation of the clauses.
19. Words in the singular include the plural and vice versa.

2. RFQ Availability

1. RFQ documents are available by written invitation from the Society, and/or as provided on the Society's website and other websites.
2. The Society assumes no responsibility or liability for the completeness of any RFQ documents, addenda updates or amendments obtained from a source other than from the Society. Vendor should contact the Society for incomplete RFQ documents or if any error or omission is discovered on the posted RFQ prior to the RFQ closing date.

3. Addendum

1. The Society may issue any number of addenda to the RFQ in its sole discretion.
2. Addenda (where applicable) will be made available to all Vendors on record that expressed interest to the RFQ.
3. By providing a Response to the Society, the Vendor confirms receipt of all addenda issued for the RFQ, if any.

4. RFQ Response

It is the Vendor's responsibility to:

- i. Return a signed copy of the Response form, duly completed in the requested format to the Society.
- ii. Direct its Response to the RFQ receiving address specified on the RFQ.
- iii. Ensure that the Vendor's name, the RFQ reference number, and the RFQ Closing Date and Time are clearly visible and adhered to.
- iv. Provide a comprehensive and sufficiently detailed Response, including a breakdown of all costs, fees, expenses, specifications, drawings etc. and charges associated with full delivery of the requirements over the whole of the life of the Contract. This will enable the evaluation team to complete a full evaluation of the Response in accordance with the criteria's set out in the RFQ.

- v. To notify the Society at once, if a Vendor finds discrepancies, ambiguities and/or omissions in the RFQ documents, specifications, drawings, addenda, or in any other part of the RFQ or if a Vendor is in any doubt as to their meaning.
- vi. Timely and correct delivery of Response to the RFQ Response address is the sole responsibility of the Vendor. The Society will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of Response are the responsibility of the Vendor.

5. Inquiries

1. When submitting inquiries, please identify the RFQ title and number on the e-mail subject line.
2. If an inquiry requires an interpretation or modification of the RFQ, the response to that inquiry may be issued in the form of a written addendum.
3. Please submit inquiries as early as possible before the RFQ Closing Time. If an inquiry requires an interpretation or modification of the RFQ, but is received too close to the RFQ Closing Time to permit issuance of an addendum, the Society may be unable to respond to that inquiry.
4. Any replies to inquiries or interpretations or modifications of the RFQ made verbally is not binding on the Society.

6. Amendments and Withdrawal

1. Vendors may amend their Response prior to the RFQ Closing Date and Time by submitting a clear and detailed e-mail notice to the Society.
2. A Response may be withdrawn provided a written request to do so is received by the person identified on the cover page of the RFQ prior to the RFQ Closing Date and Time.
3. No design change, modification to the Goods, Services and/or Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change and executed by the authorized representatives of the Parties.

4. All notice shall be in writing and delivered by hand, courier, registered mail, facsimile or other electronic means that provide a paper record of the text of the notice. It must be addressed and sent to the contact and address identified on the RFQ. Notice shall be deemed effective on the day it is received by the Society.

7. Title

Except as otherwise provided in the Contract, title to the Goods, Services and/or Work, or any part thereof shall vest in the Society, upon receipt and acceptance of the Goods, Services and/or Work by the Society or its designated representative.

8. Conduct of the Work

Vendor represents and warrants that:

1. It is competent to provide the Goods, perform the Services and/or Work as required by the Society; and,
2. It has the necessary qualifications, including knowledge, skills, manpower and experience to provide the Goods, Services and/or Work, together with the ability to use those qualifications effectively for the Society's required purposes.
3. It will provide the Goods, Services and/or Work with reasonable skill, care and diligence and in accordance with all codes, laws and any applicable good industry practices and standards, of suppliers of goods, materials and services equivalent to, or the same as the Goods, Services and/or Work, all deliverables and in accordance with the RFQ.

9. Waivers

1. Vendors shall not have any claim for compensation of any kind as a result of participating in the RFQ process, and by providing a Response to the Society, each Vendor shall be deemed to have waived its right to make a claim.
2. The waiver by the Society of a breach of any term or condition of the RFQ shall not prevent the enforcement of that term or condition by the Society, in the

case of a subsequent breach, and shall not be deemed or construed to be a continuing waiver of any subsequent breach.

10. Language

All Responses, including attachments, specifications, drawings, presentation materials, other information, resumes, reference letters, etc. must be submitted in English.

11. Public Opening

Responses will not be opened in public.

12. Retention of Responses

Responses and accompanying documentation, upon receipt by the Society, will become the property of and will be retained by the Society for a period not to exceed six (6) months from the receipt date.

13. Response Irregularity or Non-Compliance

The Society reserve the right to waive an irregularity or non-compliance Response with respect to the RFQ requirements, where the irregularity or non-compliance is minor or inconsequential. 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 the Society's sole discretion.

14. Response Evaluation

1. Vendors are deemed to understand and agree that the Response provided by them will be evaluated against the evaluation criteria in the RFQ by the Evaluation Team, and in accordance with the Evaluation Team's best judgment and discretion, the Vendor(s) best qualified to provide the required Goods, Services and/or Work to the Society will be selected.

2. In the event of any mandatory qualification requirements, Vendors meeting the mandatory requirements identified in the RFQ, will have their Responses evaluated further.
3. All ratings will be confidential, and no totals or scores of such ratings shall be released to any Vendor.

15. Evaluation Criteria

1. The Evaluation Team will use its best effort to evaluate the Responses using a combination of technical and commercial criteria, and will award based on the best total value to the Society.
2. The ratings are confidential, and no totals or scores of the ratings will be released to any party, outside of the Society's representative(s) who has a need to know.
3. From time to time, the evaluation criteria on Table 1 below may be changed by the Society, depending on each of the purchasing/solicitation requirement

Table 1

Description	Weight
1. Technical terms (fit for purpose): a. Meet or exceed specifications b. Quality c. Drawings	%
2. Commercial terms: a. Equipment listed (understanding of project requirements demonstrated) b. Delivery Timeline c. Rebates/Incentives that add value for GSS/GSC benefit	%
SUBTOTAL:	%
3. Pricing Proposal (Value for money) Total costs over whole of life costs	%
TOTAL Weightings:	100 %

16. Rejection of Response(s)

At the Society's sole discretion, any or all Responses may be rejected.

17. Clarification and Interviews (if any)

1. At any time during the evaluation process, the Society may ask the Vendor to clarify statements made in their Response. Following receipt and evaluation of the Response from a Vendor, the Society may modify the evaluation score based on the clarifying information.
2. If interviews are held:
 - i. The interviews will take place at a place and time determined by the Society, anticipated to be within ten (10) Business Days after the RFQ Closing Date and Time.
 - ii. The Society will notify applicable Vendors of the interview date, time and location no later than two (2) Business Days prior to the scheduled interview.
 - iii. Representatives of the Vendor's firm, the Vendor's team lead for the project, and key personnel designated by the Vendor, including major subcontractors, will be required to attend the interview.
 - iv. Following receipt of clarifying information, and interviews (if any), the evaluation team may modify their initial evaluation scores to reflect the clarifying information.
 - v. The Society will not consider unsolicited supplementary or clarifying information received from Vendors after the RFQ Closing.

18. References

The Society may conduct reference checks of the Vendor or their proposed resources. The Society may contact references, including references other than those submitted by the Vendor. Following the reference checks, the evaluation team may modify their initial evaluation scores to reflect the clarifying information, solely at the Society's discretion.

19. Contract Provisions

Vendors, by providing a Response, are deemed to have accepted each of the provisions of the Contract (attached) in Schedule C exactly as drafted. Schedules and Appendices to the Contract (if any) and any blank items will be completed by the Society when preparing the Contract to be entered with the successful Vendor for the RFQ.

20. Subcontracting

The Society's consent to a subcontract shall not relieve the successful Vendor from its obligations under the Contract, or be construed as authorizing any liability on the part of the Society to any of the Vendor's subcontractor.

21. Substitution

1. If the Vendor becomes aware that any of its personnel or team member is unable to participate in the Vendor's team after the RFQ Closing Date and Time, Vendor must immediately advise the Society, and provide all relevant information with respect to the proposed substitute personnel or team member to replace the team member.
2. Solely at its discretion, the Society may consider whether or not a proposed substitution:
 - i. Provides an unfair advantage to the Respondent; or
 - ii. Jeopardizes or delays the RFQ evaluation process.
3. The qualification of the proposed substitute personnel or team member must be equivalent or better than the qualification of the original personnel or team member being replaced.

22. Holdback

1. Vendor should note that the Society's requirements for the proposed Goods, Services, and/or Work contain provisions for holdbacks on all payments, including holdbacks in accordance with applicable legislation of the

jurisdiction in which the Goods, Services, and/or Work are to be performed, including the non-resident withholding tax required by the Canadian government.

2. **Withholding Tax:** Seller agrees that, pursuant to the provisions of the Income Tax Act, Canada, the Society is empowered to withhold an amount of fifteen (15%) percent of the price to be paid to the Seller, if Seller is a non-resident contractor as defined in the said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

23. Insurance

1. The successful Respondent will provide insurance certificates as required in the Insurance section of the Contract. The insurance requirement in the Contract will be updated accordingly when the Contract is finalized.
2. Respondent must ensure that all its subcontractors obtain and maintain insurance sufficient to meet the requirements of their Work under the project.

24. Debriefing

The Society may debrief Vendors on their Response, at the written request of the Vendor, and after the completion of the RFQ process and signing of Contract with the successful Vendor(s).

25. No Liability

1. The Society does not, by issuing the RFQ or by any communication or documentation made or provided in connection with the RFQ, incur any duty of care or contractual obligation to any interested party, Vendor, or other person, and expressly disclaims any liability or obligation to any interested party, Vendor, or other person in connection with the RFQ.
2. Statements in the RFQ are the Society's expectations in relation to the project and the RFQ process. The procurement schedule are relied upon or acted upon by interested parties, Vendors and other persons solely at their own risk.

3. The Society may amend, suspend, postpone, cancel, or extend the Closing Date of the RFQ at any future stage of the procurement without incurring liability to any interested party, Vendor, or other persons.
4. The Vendor is responsible for all costs of preparing and providing its Response to the Society.

26. Publicity

No press release shall be issued by the Vendor, any interested parties or other persons in relation to the project without first obtaining the prior written consent of the Society. A breach of this provision may result in the disqualification of the Vendor from the RFQ process.

27. Consent of Surety

Where applicable, the Vendor may be required to provide with its Response, a "Consent of Surety" by a surety company licensed to conduct business as a surety company in the jurisdiction in which the Goods, Services and/or Work is located, stating that if the Vendor is the successful Vendor, then the surety providing the Consent agrees to supply the required Performance Bond and Labour and Material Payment Bond as required by the Society.

28. Performance, Labour and Material Payment Bonds

If required by the RFQ, the successful Vendor shall provide a Performance Bond and a Labour and Material Payment Bond, each in the amount of Fifty Percent (50%) of the Contract Price, issued by a surety company licensed to conduct business as a surety in the jurisdiction in which the Goods, Services and/or Work is located, within seven (7) days of the date of the execution of the Contract. Unless otherwise specified, the bonds shall be in the most current form of the bonds approved for use by the appropriate authority.

29. Personal Information and Privacy Act (PIPA)

Vendor acknowledge responsibility for the collection, use and disclosure of personal information with respect to providing the Goods, Services and/or Work deliverables under the RFQ, and agree to comply with all laws applicable to privacy. The Vendor consents, and has obtained the written consent from its personnel, or any individual identified in its response to use their personal information in their Response.

30. By-Law(s), Acts and Regulations

Vendor shall comply with the provisions of all laws, now in force or in force after providing the Response to the Society, or parts thereof, that expressly or by implication apply to this RFQ or resulting Contract, including, local, regional, municipal, city and Aboriginal laws, Acts, statues, by- laws and regulations etc., that apply to the provision of the Goods, Services, Work and parts of it thereof, including the Alberta's *Workers' Compensation Act*, as amended from time to time.

31. Legal Jurisdiction

The RFQ is governed and interpreted in accordance with the laws in force in Alberta. The Vendor irrevocably attorns to the exclusive jurisdiction of the Courts in Alberta. This provision shall survive the termination or conclusion of the RFQ and the resulting Contract.

END OF RFQ TERMS AND CONDITIONS.