



Southeast Saskatchewan  
Airshed Association

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## **Request for Proposal**

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**RFP Reference Number: 0001**

**Release Date: March 23, 2018**

**Closing Date: April 30, 2018**

**Closing Time: 2:00 p.m., Local Saskatchewan Time**

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## 1.0 INTRODUCTION

The Southeast Saskatchewan Airshed Association (SESAA) is seeking competitive proposals from qualified supplier for continuous ambient air monitoring stations instrument maintenance, repairs and calibration

The supplier must furnish every service and function necessary for undertaking the work described herein and shall not omit any details necessary for the proper performance and completion of the work, even if specific mention of such details is not made within this Request for Proposal (RFP). Suppliers are invited to submit proposals for the provision of the required services in accordance with the terms, conditions and proposal response format as specified in this RFP.

The technical activities required to fulfill the objectives of this RFP must be conducted by professionals competent in the field of ambient air and meteorological monitoring instrument maintenance and calibration.

The selected firm will be responsible for maintaining the continuous monitoring equipment at seven (7) airpointer stations in southeast Saskatchewan. Please refer to SESAA's website at [www.sesaa.ca](http://www.sesaa.ca) for further details on SESAA's monitoring locations.

**See section 6.0 of the RFP for specifics on the scope of the work associated with this project.**

Suppliers are invited to electronically submit proposals for the provision of the required services in accordance with the terms, conditions and proposal response format as specified in this RFP.

The purpose of the RFP is to identify those suppliers capable of meeting the requirements in a feasible, economical and timely manner, and with whom a contract can be negotiated.

By responding to this RFP, each supplier thereby acknowledges that it has reviewed the process, terms, conditions and reserved rights contained in this RFP, and has voluntarily chosen to participate in this RFP subject to those procedures, terms, conditions and reserved rights.

## 2.0 PROJECT SUMMARY

### 2.1 BACKGROUND

The SESAA is a non-profit organization consisting of members from the public, industry, government, and non-government organizations. The SESAA is mandated to collect credible, scientifically defensible air quality data for the southeast Saskatchewan airshed, and to make this data freely available to all stakeholders.

The southeast Saskatchewan airshed encompasses an area of approximately 36,800 square kilometers and includes 45 municipalities in southeast Saskatchewan. Major

economic activities in the airshed include agriculture, power generation, mining, oil and gas, and transportation.

In 2010, the SESAA implemented a continuous monitoring program. A network of continuous air monitoring stations, using Airpointers, is strategically located to provide real-time measurements of ambient concentrations for air pollutants of concern, including: nitrogen dioxide; sulphur dioxide; hydrogen sulphide; ground level ozone and/or fine particulate as well as meteorology.

From time to time, the continuous air monitoring stations are re-located to ensure that the ambient air quality measurements are representative of the Airshed.

Please refer to the SESAA's website at [www.sesaa.ca](http://www.sesaa.ca). For further details on SESAA's operation and locations of continuous air monitoring stations.

The SESAA is currently looking to contract a firm to provide ambient air monitoring equipment calibration and maintenance services for a period of three years. To be considered for this opportunity the successful firm must possess personnel with education and experience in air quality science, monitoring and program management.

## **2.2 PROJECT DURATION**

SESAA requires the proponent to present their proposal for the operation, calibration and maintenance of seven (7) airpointer stations in south east Saskatchewan for a contract of three (3) years in duration and an optional additional two years (i.e., five years in total).

## **3.0 SCHEDULE OF EVENTS**

The following is a schedule of events which is subject to change. Dates for milestones after the closing date are provided as target dates only. Best efforts will be applied to meet these dates, however they may change. Where dates change, notice of those changes will be provided to all suppliers.

<b>RFP Release Date:</b>	<b>March 21, 2018</b>
<b>Last Day for Receipt of Questions:</b>	<b>April 20, 2018</b>
<b>RFP Closing Date and Time:</b>	<b>April 30, 2018 2:00:00 p.m., Local Saskatchewan Time</b>
<b>Tentative Evaluation Completion week of:</b>	<b>May 15, 2018</b>
<b>Tentative Supplier Selection and Negotiation by:</b>	<b>May 30, 2018</b>
<b>Project Start Date:</b>	<b>July 1, 2018</b>

#### **4.0 PROPOSAL SUBMISSIONS**

An electronic copy of your proposal, in PDF format and indicating the RFP reference number and closing date, are to be e-mailed to:

[tg4air@sasktel.net](mailto:tg4air@sasktel.net)

**By: 2:00 p.m. Local Saskatchewan Time, April 30, 2018.**

**Proposals received after the closing time will not be considered and will be deleted.**

**Facsimile proposals will not be accepted.**

**This procurement will be subject to any applicable trade agreement(s).**

#### **5.0 INQUIRIES**

**5.1** Inquiries related to this Request for Proposal are to be directed, in writing by e-mail, to:

Name: Terry Gibson  
Work: Executive Director, SESAA  
E-mail Address: [tg4air@sasktel.net](mailto:tg4air@sasktel.net)

Suppliers are encouraged to make inquiries as early as possible and should not make assumptions regarding the nature of the requirements of the RFP. Suppliers who fail to raise issues and questions they may have during the RFP period do so at their own risk.

Contact with individual(s) other than listed may result in disqualification.

Questions relating to this RFP must be provided in writing by 4:00 pm, Local Saskatchewan Time, April 20, 2018. Questions received after that time may not be addressed.

The SESAA assumes no responsibility or liability arising from information obtained in a means other than those prescribed in this RFP.

## 6.0 SCOPE OF WORK

At minimum, the successful supplier **will** be required to provide the following deliverables (not necessarily in the order presented below):

1. Provide quarterly calibrations/verifications and routine and preventative maintenance on the following:
  - a. Esterhazy – NO/NO<sub>2</sub>/NO<sub>x</sub>, O<sub>3</sub>, PM<sub>2.5</sub> (Sharp)
  - b. Glen Ewen – NO/NO<sub>2</sub>/NO<sub>x</sub>, SO<sub>2</sub>, O<sub>3</sub>, H<sub>2</sub>S
  - c. Oxbow – NO/NO<sub>2</sub>/NO<sub>x</sub>, SO<sub>2</sub>, H<sub>2</sub>S, PM<sub>2.5</sub> (Sharp)
  - d. Stoughton – NO/NO<sub>2</sub>/NO<sub>x</sub>, SO<sub>2</sub>, H<sub>2</sub>S, PM<sub>2.5</sub> (Sharp)
  - e. Wauchope – SO<sub>2</sub>, H<sub>2</sub>S, PM<sub>2.5</sub> (Sharp)
  - f. Weyburn – NO/NO<sub>2</sub>/NO<sub>x</sub>, SO<sub>2</sub>, O<sub>3</sub>, H<sub>2</sub>S, PM<sub>2.5</sub> (Nephelometer)
  - g. Wawota – NO/NO<sub>2</sub>/NO<sub>x</sub>, O<sub>3</sub>, PM<sub>2.5</sub> (Sharp)
  - h. All stations have temperature, relative humidity, pressure, wind speed/direction and precipitation
2. Provide equipment repairs when necessary in consultation with the SESAA to determine the best approach to take regarding the repairs.
3. QA/QC data validation
4. Data storage
5. Producing air quality reports
6. Provide the SESAA with their Quality Assurance Plan
7. Internet connection to the SESAA website
8. Maintenance on the surrounding location of each monitoring site to ensure vegetation, snow or other obstructions does not interfere with the monitoring.

## SCOPE OF SERVICES

For services provided to the SESAA:

National Air Pollution Surveillance *Monitoring and Quality Assurance/Quality Control Guidelines* shall be followed when operating the airpointers or any other monitor. If there is a discrepancy between the Guideline and the following requirements, the following Scope of Services shall take precedence:

1. Routine Operations and Maintenance: Verification/Calibrations shall be performed as follows:
  - i) Four (4) routine verifications/calibrations shall be performed per year ,
  - ii) Whenever the daily span drifts are greater or less than 10% of set point value.
  - iii) After the monitor is repaired or replaced
  - iv) Before the monitor is replaced or repair (if this is possible)
  - v) Before and after the monitor is relocated

Calibration equipment will be provided by the contractor.

2. If repairs, replacements or relocations occur within 30 days of the next scheduled quarterly calibration, the calibration for the next scheduled quarter will be performed at this time. The regular schedule will be resumed for subsequent calibrations.
3. The time between calibration/verifications shall be no shorter than two (2) months and no longer than four (4) months except for those stated in the previous paragraph.
4. During calibration site visits (as per #1), equipment shall be checked and regular and preventative maintenance shall be performed, according to manufacturing maintenance and operation manuals.
5. Indicate the ability to access the sites if there is snow or other obstructions.
6. Regular and preventative maintenance (including calibrations supplies, leak checks, filter changes, pump changes, etc.) will be included. Any parts and services beyond routine maintenance will be billed as an extra, and will not proceed without written authorization from the SESAA.
7. Any repairs related to damages caused by vandalism, weather, theft, or fire is excluded.
8. Any repairs related to damages caused by the resource staff or sub-contractors due to abuse, misuse or carelessness shall be covered by the supplier

#### Data and Reporting

1. QA/QC will be performed on a daily, weekly, monthly and annual basis.
2. Weekly updates will be provided by email to the SESAA. These updates will include a list of exceedance events that occurred in the previous week, and information regarding the operations and maintenance of the airpointers.
3. Monthly Dashboard reports will be completed and emailed to SESAA. Included with the report will be an excel file of hourly data from each station.
4. A comprehensive annual report will be completed by April 30 of the following year. For an example of what is expected in an annual report please refer to the SESAA website at [www.sesaa.ca](http://www.sesaa.ca) to view the latest Annual Report
6. Exceedance events will be reported in the weekly update, monthly Dashboard report, and annual report.
5. Any downtime or predicted downtime of any parameter in excess of 10% in a one month period will be reported to the SESAA with an explanation for the downtime.
6. Raw data from the air monitoring stations will be collected on an hourly basis by the supplier and stored on the supplier's server, as well as backed-up on an external drive quarterly. Raw data is also stored on the airpointer's data acquisition system. The supplier shall supply the SESAA with the monthly preliminary QA/QC data within the first fifteen (15) days after the end of each calendar month and the final annual QA/QC data with the first 90 days of the calendar year.
7. All monitoring stations must be designed such that the Ministry of Environment can continuous access and download data.
8. Liaison with the Ministry of Environment to ensure to best possible quality data is being recorded at each station.

### Consumables

1. Calibration gases and permeation tubes will be supplied by the contractor as required.
2. Changes in Service

In the unlikely event that an air quality monitoring station becomes inoperable either permanently or for an extended period, or if the SESAA suspends the service to an air quality instrument the contractor will adjust the monthly service fee accordingly.

In the event that an additional air monitoring station becomes operational or an additional monitor is installed at one of the existing monitoring stations the contractor may adjust the monthly service fee accordingly.

### Travel and Subsistence

Operating cost such as mileage, accommodations and meals acquired while performing routine operations and maintenance will be the responsibility of the supplier.

### Termination

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of a termination by the SESAA, the SESAA will pay all reasonable charges for work performed and demobilization supplier to date of notice of termination.

In the event of a termination by the supplier, the supplier will pay for all reasonable charges incurred by the SESAA for work performed to find another supplier through RFP process.

The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

## **7.0 PROPOSAL RESPONSE FORMAT**

**To ensure your proposal is considered for evaluation, you are required to present proposals, in the order presented below, that include the following:**

### **7.1 Title Page**

This first page should show the project title and RFP reference number, closing date and time. Included on this page should be the supplier's contact information as follows:

Legal company name (if applicable):

Business Name Registration Number (if applicable):

Company Address (if applicable):

Contact name:

Contact phone number:

Contact fax number:

Contact e-mail address:



## 7.2 Table of Contents

A listing of the proposal contents including page numbers, list of figures and tabbed appendices.

## 7.3 Letter of Introduction

One page of introduction which should be dated and signed by an official authorized to negotiate, make commitments and provide clarifications with respect to the proposal on behalf of the supplier.

## 7.4 Acceptance of Terms and Conditions

Any deviations or exceptions to the terms and conditions in this RFP document should be fully described. Any proposal that contains conditions that are contrary to, or inconsistent with, the RFP document may be rejected at the discretion of SESAA.

## 7.5 Executive Summary

One or two pages summarizing the key features of your proposal including cost, time frames, and number of resources.

## 7.6 Supplier Profile

A brief introduction of the supplier including:

- location of supplier's head office and any Saskatchewan offices
- length of time in business
- supplier's experience similar to this project (within the last five years)  
Please Note: To validate the experience of the supplier, short-listed suppliers will be required to provide, upon request, three (3) references (including contact name and telephone number).

## 7.7 Proposed Approach

Provide a detailed description of your proposed approach to meet the requirements stated in Section 6.0 of this RFP.

The description should include the supplier's understanding of the project requirements and deliverables as well as outline any creative alternatives, opportunities or innovations that may be beneficial to the project.

The supplier **must** have a documented methodology for organizational and business process redesign, change management and cost-benefit analysis.

## 7.8 Project Work Plan

Provide a detailed work plan that includes:

- the estimated start and end dates for each task or phase of the project
- an indication of the deliverables and milestone dates associated with each task or phase
- an indication of the resource allocation for each task or phase
- the method of project monitoring and reporting that will be provided
- an indication of the expectations and support required from the Ministry
- a risk management plan outlining potential risks and plans for mitigating the risks

## 7.9 Proposed Staffing Resources

For each proposed resource, provide the following information:

- Name
- Location of the resource throughout the duration of the project
- Role (including related tasks) of the resource in the project
- Estimated amount of person days each resource will spend on the project
- A detailed resume that includes the following information:
  - Related qualifications (education and training with completion dates)
  - A summary of assignment(s) and responsibilities for the past twenty-four (24) months

To validate the experience of the proposed resources, short-listed suppliers will be required to provide, upon request, three (3) references (including contact name and telephone number) for each proposed resource.

Include a proposed succession plan to ensure an uninterrupted level of service throughout this project. The SESAA shall have the right to review and approve any replacement personnel not listed and agreed upon in the proposal.

## 7.10 Project Costs

Complete and sign the attached "Quote Sheet" (Appendix A) and include it with your proposal.

The total project cost should be clearly outlined in the cost section of the proposal. All key assumptions used in calculating total project cost must be clearly identified. All taxes should be shown separately.  
All prices quoted will be in Canadian Funds.

## 7.11 Sub-contracting

If a sub-contractor is proposed for any portion of this project, please provide a supplier profile for each sub-contractor, outlining the nature of their proposed involvement, the nature of the relationship.

To verify the experience of the sub-contractor, short-listed suppliers will be required to provide, upon request, three (3) references (including contact name and telephone number).

Sub-contractors cannot be replaced without the written approval of the SESAA

**Remember: All proposals must meet all mandatory requirements to be considered compliant. Non-compliant proposals will be rejected at Stage 1 of the evaluation.**

## **FAILURE TO COMPLY WITH THIS FORMAT MAY RESULT IN A REJECTED PROPOSAL**

## 8.0 EVALUATION

Each proposal will be evaluated solely on its own content. There will be a three-stage evaluation of the proposals.

### **Stage 1 – Proposal Compliance**

The first stage will consist of a review of the proposal to ensure that it is complete and that it complies with the instructions, requirements and terms and conditions of this RFP.

The term “requirement” (or similar term used in this RFP) is used for convenience only and is not intended to imply that any proposal that does not meet each such “requirement” will necessarily be disqualified. Instead, as part of the evaluation process, suppliers will be evaluated based on the extent to which, and how well, they are able to meet the “requirements” contained in this RFP.

**A proposal will be considered NON-COMPLIANT by the SESAA, in its sole discretion, if it fails to comply with any major requirement or fails to provide sufficient detail necessary to evaluate the proposal against the requirements outlined in this document.**

Proposals not considered compliant will be rejected at this stage and no further efforts will be applied to them by the evaluation team.

### **Stage 2 – Written**

The second stage will consist of an evaluation of the written proposal to rate how the supplier meets the detailed project requirements:

<b>Requirement</b>	<b>Maximum Points</b>
Supplier Experience in Similar Projects	100
Proposed Approach to the Project	50
Proposed Staffing Resources	125
Cost	125
<b>TOTAL POINTS</b>	<b>400</b>

Points for the project costs will be completed by allocating the maximum points available to the lowest priced proposal. All other proposals will be pro-rated accordingly.

Generally, proposals that receive less than 70% of the total points will be rejected after stage two. If no proposals achieve the 70% minimum, the evaluation team will decide how many proposals will be short-listed.

Any proposal ranked at the lower-end of the scale in any of the criteria may be rejected.

In submitting a proposal, the supplier agrees that the decision of the evaluation team will be final. Suppliers acknowledge and understand that the evaluation team is not obligated to seek clarifications concerning proposals. Decisions to request clarifications or to conduct interviews/presentations are at the sole discretion of the evaluation team.

Recommendation of award will be based on best value. Best value will be determined by the written proposal. The highest scoring proposal will be chosen as the preferred supplier.

### **Stage 3 - Reference Checks**

Reference Checks may be completed for the preferred supplier and/or their proposed resources and sub-contractors (if applicable).

In the opinion of the SESAA, if the results of the reference check do not meet the SESAA's standard, the SESAA reserves the right to eliminate the preferred supplier. Reference checks will then be conducted on the supplier that received the next highest score.

The SESAA reserves the right to contact any of the supplier's customers who they believe may be able to provide information about the supplier that would be pertinent to this RFP.

## **9.0 CONTRACTUAL AGREEMENT**

The SESAA will negotiate a contractual agreement with the preferred supplier. If the SESAA is unable to negotiate an acceptable contractual agreement with the preferred supplier, then the second preferred supplier may be selected and a formal written

contractual agreement will be developed. In any case, the SESAA, at any time and without liability, may withdraw from negotiations with any potential supplier.

## **10.0 TERMS AND CONDITIONS**

- 10.1** The SESAA will not be responsible or held responsible for any costs incurred by a supplier in preparing and submitting responses and/or attending interviews. The SESAA accepts no liability of any kind to the supplier.
- 10.2** Submission of a response shall not obligate, nor should it be construed as obligating the SESAA to accept any such response or to proceed further with the project. The SESAA may, in its sole discretion, elect not to proceed with the project, and may elect not to accept any or all responses for any reason.
- 10.3** The working language of the Province of Saskatchewan is English and all responses to the Request for Response must be in English.
- 10.4** At all times, the supplier has the responsibility to notify the SESAA, in writing, of any ambiguity, divergence, error, omission, oversight or contradiction contained within the RFP document as it is discovered.
- 10.5** The SESAA assumes no responsibility or liability arising from information obtained in a means other than those prescribed in this RFP.
- 10.6** Suppliers may amend or withdraw their submissions prior to the closing date and time specified in the RFP by way of written notice to the SESAA by e-mail address supplied in Section 4 of the RFP. After the closing date and time, responses will be irrevocable.
- 10.7** **No increase in the total liability of the SESAA, resulting from any changes, will be authorized or paid to the supplier unless such changes have been negotiated and approved by the SESAA prior to their incorporation in this agreement**
- 10.8** Proposals submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the supplier is requested to do so by the SESAA.
- 10.9** The supplier must identify any information in its response which it considers to be confidential or proprietary. The Supplier acknowledges that the SESAA is an entity which is governed by the Freedom of Information and Protection of Privacy Act of Saskatchewan and that all materials in the possession of the SESAA are subject to the access provisions of that Act.

- 10.10 This Request for Proposal will be posted on the SESAA website. All responses and accompanying documentation received under this competition will become the property of the SESAA.
- 10.11 The SESAA may, at its discretion, make certain changes and exceptions to the terms and conditions outlined in this document.
- 10.12 The SESAA has reserved the right to waive minor non-compliance by a supplier with the requirements of the RFP. This will allow the SESAA to consider and possibly accept any response which is advantageous to it even though the response may be non-compliant in some minor respect.
- 10.13 The SESAA reserves the right to accept or reject, in whole or in part, any or all responses.
- 10.14 The SESAA reserves the right to cancel and/or re-issue this RFP at any time for any reason without penalty.
- 10.15 The SESAA reserves the right to verify and seek clarification of any and all information provided by the supplier
- 10.16 Prices quoted are to be held firm for a minimum of 120 days following the RFP closing date, and shall remain in effect through the duration of the Agreement.
- 10.17 The SESAA may, at the request of a supplier who responded to this RFP, conduct a debriefing after the awarding of the Agreement, to any suppliers, for the purpose of providing suppliers with feedback on their response.
- 10.18 The supplier's proposal shall form part of the contractual agreement by attachment and will be incorporated by reference. Claims made in the proposal shall constitute contractual warranties. Any provision in the proposal may be included in the contractual agreement as direct provision thereof. In the event of any inconsistency between the accepted proposal and RFP, and the contractual agreement, the latter shall supersede the former
- 10.19 Governing Law – This RFP and any Agreement resulting from this Request for Response are governed by the laws of the Province of Saskatchewan.

**Provisions to be incorporated in any subsequent Agreement:**

- 10.20 All work produced under the Agreement will be the property of the SESAA.
- 10.21 The SESAA reserves the right to eliminate mandatory requirements unmet by all Bidders/Proposers.
- 10.22 The supplier shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the services without disclosing

the conflict of interest or potential conflict of interest to the Client and obtaining the Client written consent to undertake such assignment.

- 10.23** The supplier shall not assign or otherwise transfer its rights, duties, and/or obligations under the Agreement, except with the prior written consent of the SESAA, which consent shall not be unreasonably withheld; any assignment or transfer without such consent shall be void and of no effect. The SESAA, however, shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under the contractual agreement to another agency of the SESAA, by giving written notice to, and without the consent of, the successful supplier.
- 10.24** The SESAA may, at any time, terminate the Agreement without cause or reason by giving at least 30 days written notice specifying the effective date of termination.
- 10.25** If either party, to any resulting contractual agreement, shall at any time neglect, fail or refuse to perform any of its obligations under the contractual agreement (the "defaulting party"), the other party may serve on the defaulting party notice of intention to terminate the contractual agreement specifying the defaults and requiring the defaulting party to remedy all defaults within 30 days after the date of serving such notice. If the defaulting party has not remedied all the defaults specified in the notice within such 30 days, the other party may, at its option, terminate the contractual agreement by giving written notice of termination to the defaulting party.
- 10.26** If, prior to the completion of its obligations under the Agreement, the successful supplier becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force relating to bankrupt or insolvent debtors, or a receiving order is made against the supplier or the supplier makes an assignment for the general benefit of its creditors, or an order is made or a resolution passed for the winding-up of the supplier, or a receiver or liquidator of the supplier's business or property is appointed, the client shall have the right to immediately terminate the Agreement by giving written notice of termination to the supplier.
- 10.27** Should a supplier's performance be deemed unacceptable, the SESAA, reserves the right to cancel any contractual agreement(s) executed under this response, without liability, within 30 days written notice.
- 10.28** The SESAA may immediately terminate the Agreement by written notice to the successful supplier if the supplier, its contractors, agents, officers or employees breach any of the confidentiality provisions of the Agreement.
- 10.29** Under any resulting contractual agreement, the SESAA reserves the right to request the removal of any resource deemed to be unacceptable and shall have the right to review and approve any replacement personnel

- 10.30** Under any resulting contractual agreement, the SESAA reserves the right to request the removal of any sub-contractor deemed to be unacceptable and shall have the right to review and approve any replacement sub-contractor.
- 10.31** In the event of the termination of the Agreement, any liability of the SESAA pursuant to the contractual agreement or arising from such termination shall be limited to payment by the client of any amounts payable in accordance with the Agreement for services provided to the date of termination.
- 10.32** All work shall be subject to inspection by the SESAA prior to acceptance. Should the work be defective in materials or workmanship or otherwise not be in accordance with the requirements of the Agreement, the client shall have the right to reject the work or to require its correction. Inspection by the SESAA shall not relieve the supplier from responsibility for defects or other failure to meet the requirements of the contractual agreement. The supplier agrees to accept and be bound by the SESAA's interpretation of the meaning of the work.
- 10.33** The successful supplier agrees to obtain and maintain in force all approvals, licenses and permits and abide by government health and labour regulations that are necessary to lawfully provide the services under the Agreement.
- 10.34** The supplier will protect, indemnify and save harmless the SESAA from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise out of the actions or omissions of the supplier, his servants, agents, sub-contractors in performing the services under the Agreement.
- 10.35** The successful supplier shall take reasonable and proper care of the SESAA's property while such property is in the possession of the supplier or subject to its control and the supplier shall be responsible for any loss or damage, ordinary wear and tear expected, resulting from its failure to do so.
- 10.36** If either party is delayed, hindered or prevented from the performance of any of its obligations under the Agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes, or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five business days after the commencement of the delay.
- 10.37** Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of the Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of



any term, condition or obligation of the contractual agreement must be in writing to be effective and shall apply only to the extent set forth in writing.

- 10.38** The successful supplier is an independent contractor and not the servant, employee or agent of the SESAA.
- 10.39** The successful supplier shall require that its contractors, employees and agents, when on the client's premises, comply with all security and safety rules and regulations applicable to the premises.
- 10.40** The successful supplier agrees to pay all debts and liabilities that it incurs in performing its obligations under the Agreement, including the liability to pay its employees the wages to which they are entitled according to law.
- 10.41** No payment shall be made to the supplier unless and until invoices, time reports, receipts and all other documents prescribed by the client are submitted in accordance with the terms of the Agreement or instructions of the SESAA.
- 10.42** Payments will be made within 30 days after receipt of invoice. The SESAA does not pay fees or interest on overdue accounts until 45 days past due.
- 10.43** Payment by the client, under or pursuant to the Agreement, will be subject to an appropriation being made by the SESAA for the Services to be provided under the Agreement in the fiscal year of the client in which the liability to pay arises.
- 10.44** The successful supplier may, for the purposes of marketing, disclose the SESAA's name and a general description of the services provided to the SESAA pursuant to the Agreement but shall not indicate in any way that the SESAA endorses the supplier's services.
- 10.45** The successful supplier will be required to register with the Information Services Corporation in order to conduct business in Saskatchewan.
- 10.46** The successful supplier shall obtain, prior to commencing the services, and maintain in force during the term of the Agreement comprehensive general liability insurance covering bodily injury, including death, and property damage in an amount of not less than \$1,000,000 per occurrence.
- 10.47** The successful supplier will be required to maintain a minimum of \$2,000,000 professional liability (errors and omissions) insurance.

All such policies shall be with insurers licensed to do business in Saskatchewan. If and whenever requested by the client, the supplier shall provide to the client proof of such insurance.

- 10.48** The successful supplier must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the term of

the Agreement. If this status is changed at any point throughout the term of the Agreement, the supplier has the obligation to notify the client of this change within 5 business days. Failure to notify within 5 business days may result in the client withholding payment.

- 10.49** The supplier agrees that it will not use any employee or agent to provide services who has a criminal record, except with the prior written approval of the SESAA. If the supplier becomes aware that one of its employees, agents, or an employee of a subcontractor is convicted of a criminal offence at any time during the term of the Agreement, the supplier shall notify the client within 10 business days of the date the supplier becomes aware of the details of the situation, including the particulars of the criminal conviction. The SESAA may then, at its sole discretion, require the supplier to replace such employee, agent, or third party with another employee, agent, or third party suitable to the SESAA.
- 10.50** When requested by the SESAA, the supplier will provide a written criminal record check verifying that its' employees or agents providing services have no criminal record within 10 business days of the request.
- 10.51** Time shall be of the essence of the Agreement.
- 10.52** No increase in the total liability of the SESAA, resulting from any changes, will be authorized or paid to the supplier unless such changes have been negotiated and approved by the SESAA prior to their incorporation in this agreement.
- 10.53** While the SESAA materials are located at the successful supplier's premises the supplier shall safeguard the SESAA's materials in accordance with the supplier's information security policies and practices applicable to the SESAA's premises. SESAA materials shall only be removed from the supplier's premises if and to the extent necessary to perform the services and only with the prior knowledge of SESAA. The supplier shall safeguard the SESAA materials that are removed from the supplier's offices in the same manner and to the same extent that it safeguards confidential documents, data and information of its own, or in such manner and to such extent as SESAA may otherwise require.
- 10.54** The successful supplier shall use the SESAA materials only for the purpose of providing the services and shall divulge SESAA materials only to those of its contractors, agents, officers and employees who require such for the performance of any resulting contractual agreement.
- 10.55** All computer or other databases, including information, media and documentation relating thereto, provided or made accessible to the successful supplier by the SESAA or developed by the supplier for the SESAA pursuant to or in connection with the agreement, shall be and remain the exclusive property of the SESAA.

- 10.56** Either party will be free to retain and use as it sees fit the expertise, ideas and know-how which are developed or acquired in the course of performing the services
- 10.57** The provisions of this section shall not prevent either party from disclosing any documents, data or information as necessary to comply with any applicable statute or other law requiring such disclosure, including for the provision of legal services
- 10.58** Subject to the rights of the successful supplier or third parties as provided for in the agreement, upon payment for services all right, title and interest in and to all deliverables, including copyright or other intellectual property rights therein, resulting from such services shall vest in and be the exclusive property of the SESAA. The supplier waives all moral rights that it, its employees or agents may have with respect to such deliverables and shall ensure that its employees and agents have waived any such moral rights
- 10.59** The successful supplier shall indemnify and save harmless the SESAA from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any actual or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right arising from the use or possession of any deliverable, or any part thereof, subject to the following conditions:
- (a) the SESAA shall promptly notify the supplier in writing of any alleged infringement of which the SESAA receives notice;
  - (b) the SESAA must make no admissions without the supplier's consent and, at the SESAA's request, shall allow the supplier, at its expense, to conduct and settle all negotiations and litigation and will give the supplier all reasonable assistance with respect thereto;
  - (c) the supplier provided the deliverable, or the part or component thereof, which it is alleged has caused the infringement; and
  - (d) the alleged infringement was not caused by the SESAA's modification of the deliverable, or its combination, operation or use with other software, equipment or technology not supplied by the supplier.
- 10.60** In the event that a deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, the supplier shall, at its expense, either:
- (a) procure for the SESAA the right to continue using the deliverable or infringing parts;
  - (b) replace the deliverable or infringing parts with a non-infringing product or parts; or

- (c) modify the deliverable or infringing parts to the SESAA's satisfaction so that they become non-infringing.

**APPENDIX A - QUOTE SHEET**

**COMPANY:** \_\_\_\_\_

<b>PRICING OPTIONS</b>	<b>COST</b>
Fixed Costs – All Inclusive (including professional fees, office expenses, product costs)	
Other Costs:	
Travel and Accommodations	
<b>All Applicable Taxes</b>	
<b>TOTAL COST</b>	

Please detail the hourly rates and anticipated number of hours for each individual assigned to the project in addition to the anticipated total hours for the project.

The agreed upon travel rates for trip(s) out of the supplier's headquarters will be according to SESAA approved rates:

- Personal use kilometer charge \$0.42 per kilometer

\_\_\_\_\_  
**Signature of Authorized Company Official**

## **APPENDIX B – DEFINITIONS**

Throughout this RFP, the following definitions apply:

“Agreement” means the written contract between the preferred supplier and SESAA to provide the services contemplated by this RFP.

“Should” means requirements that may have a degree of importance to be objectives of this RFP and may be rated.

“GST” means Goods and Services Tax (currently at 5%).

“Mandatory” “shall”, “must”, and “will” means requirements that are imperative and must be met in order for the proposal to receive consideration.

“Non-Compliant” means the proposal fails to provide sufficient detail necessary to evaluate the proposal against the mandatory requirements outlined in this RFP document.

“Optional” “may” “might” or “could” means requirements that might be rated.

“PST” means Saskatchewan Provincial Sales Tax (currently 6%).

“Preferred Supplier” means the supplier who has been selected through the competition, but with whom a contractual agreement has not been signed.

“Proposal” means the document submitted by a supplier in response to the RFP.

QA/QC means quality assurances and quality control.

Please ensure to provide definition for all acronyms you have used in the RFP such as NO<sub>x</sub>, SO<sub>2</sub>, etc....