



**REQUEST FOR QUOTATION
RFQ 2023-IT-001**

March 31st 2023

SUPPLY AND DELIVERY OF HP NOTEBOOKS AND ACCESSORIES

**Foothills County
PO Box 5605
309 Macleod TR SW
High River, Alberta T1V 1M7**

**CLOSING DATE:
April 14th 2023 at 2:00PM (Mountain Standard Time)**



Table of Contents

INTRODUCTION	3
RFQ DOCUMENTS	3
INQUIRIES.....	3
SUBMISSION OF QUOTATIONS	3
CONTENT OF QUOTATIONS	3
COST OF QUOTATIONS	4
EVALUATION PROCESS	4
ANTICIPATED SCHEDULE OF EVENTS.....	5
FORM OF SUPPLY AGREEMENT.....	5
EFFECT OF RFQ.....	5
CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS	6
AGREEMENT ON INTERNAL TRADE.....	6
Schedule "A" – Requirements for Goods	7
Schedule "B" – Quotation Content Requirements	8
Schedule "C" – Form of Supply Agreement.....	9



INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. Foothills County (the "County") is inviting quotations for the supply and delivery of HP Notebooks and Accessories (the "Goods").
2. The purpose of this Request for Quotations ("RFQ") process is to select a vendor to enter into a Supply Agreement with the County for the supply of the Goods. Further details about the Goods required by the County are set out in Schedule "A" – Requirements for Goods.
3. **This RFQ is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a quotation.**

RFQ DOCUMENTS

4. The following documents are attached to and form part of this RFQ:
 - Schedule "A" – Requirements for Goods
 - Schedule "B" – Quotation Content Requirements
 - Schedule "C" – Form of Supply Agreement

INQUIRIES

5. Any inquiries concerning this RFQ should be emailed to the following:
 - Hollis Jacobsen, Foothills County
 - E-mail: hollis.jacobsen@foothillscountyab.ca
6. All inquiries should be in emailed and received by the County before or no later than **April 14th, 2023, 2:00PM (MST)**.
7. The County may circulate its response to any inquiries to all proponents, along with the original inquiry and may post such response and original inquiry on www.purchasingconnection.ca and www.foothillscountyab.ca or may choose not to reply to any inquiry.
8. Proponents should refrain from contacting other employees, agents, or members of Council of the County in respect of this RFQ process, including for the purposes of lobbying or attempting to influence the outcome of this RFQ process. Any such contact may, in the County's sole discretion, result in result in disqualification.

SUBMISSION OF QUOTATIONS

9. Quotations should be in electronic format PDF. Proponents should submit electronic copy by email to hollis.jacobsen@foothillscountyab.ca indicating the RFQ title, Vendor Name in the subject by 2:00PM (MST) on April 14th, 2023.
10. If you require additional time to submit your quotation, you should contact Hollis Jacobsen by e-mail to hollis.jacobsen@foothillscountyab.ca . The County may, in its sole discretion, allow additional time for proponents to submit a quotation.
11. Quotations and accompanying documentation provided to the County in response to this RFQ will not be returned.

CONTENT OF QUOTATIONS

12. Quotations should address the items set out in Schedule "B" - Quotation Content Requirements.
13. Proponents may provide additional information beyond that requested in the RFQ for the



County's consideration. Any such additional information may be considered by the County in its sole discretion.

14. Proponents may be asked to submit additional information that the County might reasonably require.

COST OF QUOTATIONS

15. The County is not responsible for any costs incurred by proponents in preparing their Quotations, attending any meetings or interviews with the County, making any presentations to the County in connection with their Quotations, or otherwise incurred in connection with this RFQ process.

EVALUATION PROCESS

16. Quotations will be opened and evaluated privately.
17. In assessing Quotations, the County will take into consideration the following evaluation criteria:
 - a) satisfaction of the requirements identified in Schedule "A", including the specifications, functionality and quality of the goods, and the delivery and warranty terms, any services and supplier references;
 - b) proponent's price quotation.
 - c) terms of the Supply Agreement that the proponent is prepared to accept;
 - d) the County's experience in dealing with any proponent; and
 - e) such other criteria as the County considers relevant.
18. Quotations will be evaluated based on the information provided in response to these Instructions to proponents. In addition, the County may also consider the following:
 - a) clarifications and/or additional information that may be supplied pursuant to requests from the County.
 - b) interviews and/or reference checks that may be conducted at the County's discretion.
 - c) previous experience of the County in dealing with the proponent; and
 - d) information received from any source that the County considers reliable.
19. The County may, in its sole discretion, request clarification and/or additional information from a proponent during the evaluation process.
20. The County has not predetermined the relative importance of the above evaluation criteria. The County expects to select the proponent that provides the most advantageous quotation, as determined by the County in its sole discretion, having regard to the evaluation criteria referred to above.
21. Proponents are advised that the evaluation process is subjective in nature and the County's intention is to consider, in its sole discretion, each quotation on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a quotation is compliant with this RFQ.
22. The County may short-list proponents and conduct interviews with short-listed proponents in its sole discretion. Furthermore, the County may negotiate all aspects of a quotation, including but not limited to the price quotation, and supply terms.



23. An invitation to interview or to negotiate does not obligate the County to conclude the Supply Agreement with that proponent. The County may interview or may negotiate any aspect of any quotation with one or more proponents at any time.

ANTICIPATED SCHEDULE OF EVENTS

24. The following is the anticipated schedule of events related to this RFQ. These dates are provided as target dates only and may be changed at any time by Foothills County in its sole discretion:
- | | |
|--|--|
| a) RFQ Released | March 31st, 2023 |
| b) Inquiries respecting RFQ | April 3rd to 14th 2023 |
| c) Closing Date | April 14th, 2:00 PM 2023 |
| d) Interviews with Proponents (if necessary) | April 17, 18, 19th, 2023 |
| e) Tentative Evaluation | approx. 1 week after the Closing date |
| f) Tentative Supply Agreement Execution | April 24th to 28th 2023 |

FORM OF SUPPLY AGREEMENT

25. Any successful proponent will be expected to enter into an agreement based on the form of agreement attached at Schedule "C" (the "Supply Agreement"), with such modifications as agreed to by the County and a chosen proponent.

EFFECT OF RFQ

26. This RFQ is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as the County signs a definitive Supply Agreement with a proponent, the County does not intend to create a contractual relationship including a bid contract (either express or implied) with any proponent submitting a response to this RFQ.
27. Submission of a quotation does not obligate the County to accept any quotation or to proceed further with the entering into of an agreement with any proponent. Consideration of any quotation shall be in the County's sole discretion.
28. Quotations may be withdrawn or amended by proponents at any time by written notice to the County prior to the County and a proponent signing a formal contract.
29. Proponents are advised that the County is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that the County may, in its sole discretion, at any time and for any reason:
- reject any and all Quotations (including, for greater certainty, the lowest cost quotation);
 - modify or vary any aspect of this RFQ at any time before or after the time for submission of Quotations.
 - extend the deadline for submission of Quotations at any time before or after the time for submission of Quotations.
 - accept any non-compliant, conditional, or irregular quotation or any alternate quotation, in whole or in part.
 - discuss the terms of a quotation submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that quotation.
 - allow any proponent submitting a quotation to modify or vary any aspect of its quotation at any time.



- g) verify or seek clarification of all information provided pursuant to this RFQ.
- h) negotiate all aspects of any quotation and the provisions of the Supply Agreement (including, without limitation, those provisions relating to pricing, goods, services, and/or the terms and conditions of supply) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
- i) cancel this RFQ at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - i. issuing a new request for Quotations or other procurement document based on the same or changed goods or other requirements.
 - ii. entering into sole source negotiations with any one or more of the proponents or any other person; or
 - iii. cancelling the procurement in its entirety.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

- 30. Proponents are expected to keep confidential all documents, data, information, and other materials of the County which are provided to or obtained or accessed by a proponent in relation to this RFQ, other than documents which the County places in the public domain. Proponents are not permitted to make any public announcements or news releases regarding this RFQ or the entering into of a Supply Agreement pursuant to this RFQ, without the prior written approval of the County.
- 31. Proponents are advised that as a municipality, the County is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta), which provides a right of access to information in records under the control of a municipality. Proponents are advised that the County may be required to disclose all or a portion of any quotation or other communications in response to this RFQ pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta).

AGREEMENT ON INTERNAL TRADE

- 32. This procurement is subject to MASH Annex 502.4 of the Agreement on Internal Trade.



Schedule "A" – Requirements for Goods

Description of Goods

Foothills County is a municipal district south of Calgary in Alberta, Canada that wishes to procure HP Notebooks and Accessories for deployment to County employees in 2023. The County will purchase a minimum of 100 and up to, but not limited to 130 notebooks from one or any notebook options listed on the Parts Listing and Quantities. Please see Schedule A – Requirements for Goods - Parts Listing and Quantities for the complete list of required Notebooks, Extended warranties and Monitor Docking Stations and Quantities.

Delivery Terms

Please quote delivery to Foothills County 309 Macleod Trail SW High River, AB T1V 1M7 unless specifically stated as an extra cost in the quote. **Note**, that Foothills County must take delivery of all goods prior to **August 31, 2023**.

Payment Terms

Payment schedule is Net 30 Days from Date of Delivery at Foothills County 309 Macleod Trail SW High River, AB T1V 1M7.

Warranty Service

All product warranty specifications must be clearly outlined in the quotation including instruction for remediation of defective products.

Related Deliverables

Provide any other information relating to manuals, drawings, documentation, third party warranties related to the goods proposed.

Schedule A – Requirements for Goods – Parts Listing and Quantities

Please Note: The County intends to purchase a minimum of 100 notebooks up to but not limited to 130 notebooks from one or all notebook options. Extended Warranty for notebooks, monitors are optional as well as the listed Accessories. There is no commitment to the County to purchase any if they so choose.

Notebook	Model	Part Number	Quantity	Price
1	HP ProBook 455 G9	64T34UT#ABA	0-130	
2	HP ProBook 455 G9	64T33UT#ABA	0-130	
3	HP EliteBook 655 G9	669Y1UT#ABA	0-130	
	HP Care Pack / 3 year - Parts and Labour	UK703E	0-130	
Monitor	Model	Part Number	Quantity	Price
	HP E24d G4 Advanced Docking Monitor	6PA50A4#ABA	100	
	HP Care Pack / 3 year - Parts and Labour	U0J12E	0-100	
Accessories	Model	Part Number	Quantity	Price
	HP Prelude Pro Recycle Top Load - notebook carrying case	1X645UT	0-130	
	HP Renew Business - notebook carrying backpack	3E2U5UT	0-130	



Schedule "B" – Quotation Content Requirements

Proponents should, at a minimum, address the following in their Quotations.

Company Detail

1. A brief description of your firm including any qualifications you consider relevant.

Requirements for Goods

2. Provide a list of the Goods that you propose to supply by completing Schedule A – Requirements for Goods - Parts Listing and Quantities.
3. For each proposed Good, provide the following information:
 - a) Manufacturer's Specifications if quoting product different from Schedule A – Requirements for Goods - Parts Listing and Quantities.
 - b) A complete list of goods proposed in the same format as Schedule A- – Requirements for Goods -Parts Listing and Quantities.
4. Provide a description of your experience in supplying the Goods, including at minimum references in the previous 5 years, and appropriate contact information for references.

Pricing Quotation

5. The County expects the Goods will be supplied on a "fixed sum" basis. In the Schedule A – Requirements for Goods - Parts Listing and Quantities, provide a "fixed sum" price for the Goods and any Services in Canadian Dollars, exclusive of any applicable GST.

Delivery

6. Quotations should confirm whether your firm is capable of meeting the County's schedule and terms for delivery of the Goods.

Exceptions to Supply Agreement Terms

7. Provide a detailed description of any exceptions or additions to the Supply Agreement in your quotation. The County's preference is that proponents accept the Supply Agreement as presented. The County will assume, in the absence of any such exceptions or additions, that the proponent accepts the form of Supply Agreement.

Conflict of Interest Disclosure

8. Disclose any actual or potential conflicts of interest that may exist between your firm and its management, and the County, its employee's, its members of Council and management, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its quotation. The County's employees are ineligible to participate, directly or indirectly, with any proponent.

Confidentiality

9. Proponents acknowledge that the County and all materials in its possession are subject to the *Freedom of Information and Protection of Privacy Act* of Alberta. Identify any information in your quotation which you consider to be confidential or proprietary business information.



Schedule "C" – Form of Supply Agreement



SUPPLY AGREEMENT

This Supply Agreement is made as of the _____ day of _____, 20__

Between:

FOOTHILLS COUNTY
(the "County")

and **<NAME OF SUPPLIER>**
(the "Supplier")

The County wishes to engage the Supplier for the supply of the products to the County. Accordingly, the County and the Supplier agree as follows:

- 1. Goods and Services:** The Supplier shall supply the Goods and any ancillary Services described in the attached Schedule A – Scope of Supply in accordance with this Contract.
- 2. Payment:** The County agrees to pay the Supplier for the Goods supplied, the amounts set forth in the attached Schedule B – Commercial Terms, at the times and in the manner prescribed by this Contract.
- 3. Contract Documents:** The rights and obligations of the County and the Supplier are set forth in this Contract, and the following attached Schedules:

Schedule A - Scope of Supply
Schedule B - Commercial Terms
Schedule C - General Conditions

- 4. Counterparts:** This Contract may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail, and all the counterparts taken together constitute one and the same instrument.
- 5. Notices:** All notices or other communications between the parties under this Contract shall be in writing and delivered to the address set out below:

Foothills County:
PO Box 5605
309 Macleod TR SW
High River, AB T1V 1M7
Fax: 403-652-7880

Supplier:
<insert address>
Fax: (<area code>) <fax number>
Attention: <name or title>

- 6. Binding Agreement:** Foothills County and the Supplier, intending to be legally bound, have signed this Contract.

FOOTHILLS COUNTY

[SUPPLIER]

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A – SCOPE OF SUPPLY

- See RFQ document entitled “2023 Notebook RFQ.pdf”
- See parts listing and quantities entitled “Schedule A – Requirements for Goods - Parts Listing and Quantities.”

SCHEDULE B – COMMERCIAL TERMS

1. Contract Price

1.1 The Contract Price to be paid by the County for the supply of the Goods is:

	Goods	Price (CDN \$)
1.	<Description of Goods>	\$<amount>
2.	<Description of Goods>	\$<amount>
3.	<Description of Goods>	\$<amount>
4.	Subtotal Contract Price	\$<amount>
5.	Applicable GST	\$<amount>
	TOTAL CONTRACT PRICE	\$<amount>

1.2 The Supplier shall be the importer of record for any Goods imported into Canada. The Supplier shall provide all properly completed customs invoices, declarations, and evidence of export or import.

2. Delivery Location

2.1 The Contract Price is based on the Supplier shipping all Goods Delivered Duty Paid (Incoterms 2010) to Foothills County 309 Macleod Trail SW High River, AB T1V 1M7 (the "**Delivery Location**").

3. Shipments

3.1 Partial shipments permitted: yes or No

4. Invoicing

4.1 The Supplier may invoice Foothills County upon complete delivery of the Goods subject to and in accordance with this Contract.

4.2 Invoices must be submitted electronically to accounting@foothillscountyab.ca . Invoices shall be accompanied by such documentation and information as Foothills County may reasonably require.

SCHEDULE C – GENERAL CONDITIONS

ARTICLE 1: INTERPRETATION

1.1 Definitions

In this Contract:

- (a) “**Alternative Terms**” means any terms or conditions contained in any document which has been or may in the future be supplied to the County by the Supplier which are in addition to, different from, inconsistent with, or attempt to vary this Contract, whether such terms or conditions are set forth in the Supplier's bid, proposal, order acknowledgement, invoice or otherwise disclosed to the County;
- (b) “**Confidential Information**” means: (i) the terms and conditions of this Contract; (ii) all knowledge and information concerning the technical, commercial and business operations of the County; (iii) any third party proprietary information in the custody and control of the County; or (iv) any personal information as defined in the *Freedom of Information and Protection of Privacy Act (Alberta)*; which may be acquired by the Supplier in the course of negotiation or performance of this Contract;
- (c) “**Contract**” or “**Contract Documents**” means the Signed Agreement or Purchase Order (as the case may be), together with: (a) all of the schedules attached to the Signed Agreement or the Purchase Order (as the case may be) and all documents incorporated by reference into those schedules; and (b) all other amendments to this Contract from time to time, duly executed by the parties;
- (d) “**Contract Price**” means the aggregate or total contract price specified in Schedule B – Commercial Terms or the Purchase Order (as the case may be) for the delivery of the Goods or performance of any Services;
- (e) “**Delivery Location**” means the location specified in Schedule B – Commercial Terms where the Goods are to be delivered or the Services are to be performed;
- (f) “**Effective Date**” means the date first written on the Signed Agreement or the Purchase Order (as the case may be);
- (g) “**General Conditions**” means this Schedule of General Conditions attached to the Signed Agreement or the Purchase Order (as the case may be);
- (h) “**Goods**” means the supply of the materials or equipment set out in Schedule A – Scope of Supply or the Purchase Order (as the case may be);
- (i) “**GST**” means the goods and services tax as provided for in the *Excise Tax Act (Canada)*, or any successor or replacement Laws;
- (j) “**Foothills County**” has the meaning set out on the Signed Agreement or the Purchase Order (as the case may be);
- (k) “**Foothills County Personnel**” means Foothills County and its Councillors, agents, officers, directors and employees, or any of them;

- (l) “**Laws**” means any applicable federal, provincial, or local law, regulation, bylaw, ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the Goods and any Services or the performance of the Supplier's obligations under this Contract and any order, decree, authorization or approval, or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing;
- (m) “**Purchase Order**” means the County Purchase Order for the Goods issued to the Supplier that references these General Conditions (where applicable);
- (n) “**Services**” means the performance of all services set out in Schedule A – Scope of Supply or the Purchase Order (as the case may be), including, without limitation, the re-performance of any deficient or defective Services;
- (o) “**Signed Agreement**” means the Supply Agreement signed by the parties to which the Contract schedules are attached (if applicable); and
- (p) “**Supplier**” has the meaning set out on the Signed Agreement or the Purchase Order (as the case may be).

1.2 Rules of Interpretation

- (a) To the extent necessary to eliminate any ambiguity in Schedule A – Scope of Supply, the parties shall regard the apparent generality of, or apparent omission of any detail from, Schedule A – Scope of Supply as meaning only that prudent industry standards for goods and services of a similar nature shall prevail.
- (b) If there is a conflict or discrepancy between, among or within any provisions of this Contract, the more stringent requirement, specification, standard, criteria, or warranty governs.
- (c) Subject to section 1.2(b) of these General Conditions, if there is a conflict or discrepancy between, among or within Schedule A – Scope of Supply and any other part of this Contract, the other part of this Contract governs over Schedule A – Scope of Supply.

1.3 Law of the Contract

The Laws of the Province of Alberta (excluding its conflict of laws rules and the United Nations’ Convention on Contracts for the International Sale of Goods) and the Laws of Canada applicable in the Province of Alberta govern the interpretation, validity and enforceability of this Contract. The Supplier agrees to submit to the jurisdiction of the courts of the Province of Alberta.

1.4 Entire Agreement

- (a) This Contract constitutes the entire and only agreement between the parties, and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this Contract.
- (b) The County rejects all Alternative Terms. The County’s acceptance of the Goods is not an implied acceptance of any Alternative Terms, but if a court deems the Purchase Order to be an acceptance of the Supplier’s prior offer, the acceptance is conditional on the Supplier agreeing to this Contract.

1.5 Acceptance

This Contract will be deemed accepted and legally binding when: (a) there is an agreement relating to the Goods and any Services evidenced by the Signed Agreement signed by the parties; or (b) in the case of a formal tender process, upon the Purchase Order being issued by the County and delivered to the Supplier; or (c) in the case of a Purchase Order issued after any other procurement or negotiation process, when the County issues and delivers the Purchase Order and the Supplier either: (i) delivers a signed Purchase Order or Purchase Order acknowledgement to the County; (ii) provides any part of the Goods to the County; or (iii) accepts any payment from the County related to the Goods; whichever occurs first.

ARTICLE 2: GOODS AND SERVICES

2.1 Quality Requirements

The Supplier acknowledges and agrees that:

- (a) all Goods must conform to and meet all applicable specifications, drawings and descriptions set out in Schedule A – Scope of Supply and all other requirements of this Contract;
- (b) unless otherwise stated in this Contract, all Goods must be of good quality, new and undamaged;
- (c) the Goods must be free from defects in design, materials and workmanship at the time the Goods are received at the Delivery Location;
- (d) the Goods must be fit and suited for Foothills County's purpose and use specified in this Contract; and
- (e) any Services must be performed in accordance with prudent industry standards for services of a similar nature, having regard to the requirements of this Contract.

2.2 Services Provided at the Delivery Location

When any aspect of this Contract involves attendance at or the performance of any Services at the Delivery Location, the following provisions apply:

- (a) the Supplier shall, and shall cause all persons involved in any Services at the Delivery Location to, comply with the County's security, safety, administrative and Delivery Location operational rules and regulations;
- (b) the Supplier shall have complete control and responsibility for the safety and health of all persons involved in performing any Services at the Delivery Location, and shall take all necessary precautions to guard against any person being injured or damage to property during the performance of any Services;
- (c) the Supplier shall notify the County in advance of any hazardous materials that it intends to bring onto the Delivery Location and provide the County with the appropriate Material Safety Data Sheets for such materials;
- (d) the Supplier shall maintain commercial general liability insurance and automobile liability insurance, each with a limit of not less than \$5,000,000 per occurrence. The terms of such

insurance must be satisfactory to the County, acting reasonably and the Supplier shall provide the County with satisfactory proof of such insurance coverage upon request; and

- (e) the Supplier shall ensure that workers' compensation covers all workers engaged in performing any Services at the Delivery Location in accordance with the *Workers' Compensation Act* (Alberta).

2.3 Compliance with Laws

The Supplier shall:

- (a) ensure that the Goods comply with applicable Laws;
- (b) comply with all applicable Laws in performing its obligations under this Contract; and
- (c) provide the County with evidence of compliance with Laws when the County reasonably requests.

2.4 Delivery and Completion

- (a) Unless stated otherwise in this Contract, Goods must be delivered Delivery Duty Paid (Incoterms 2010) to the Delivery Location. The Supplier shall complete the delivery of the Goods and performance of any Services in accordance with the times or milestones specified in this Contract.
- (b) The Supplier will package and protect the Goods to the extent necessary in order to allow for the safe loading, transport and unloading of the Goods at the Delivery Location, including complying with any packaging and shipping specifications included in this Contract.
- (c) Partial shipments are not permitted unless otherwise agreed to in writing by the County.

2.5 Inspection and Rejection

Despite the passage of title to the Goods to the County, all Goods are subject to the County's inspection and acceptance or rejection after delivery. If rejected, the County will hold the Goods for disposal at the Supplier's risk and expense. No payment for, inspection of, or acceptance of any part or all of the Goods will relieve the Supplier from its responsibility to provide Goods conforming to this Contract.

2.6 Title and Risk of Loss

Despite any shipping arrangement specified in this Contract, the Supplier shall have the risk of loss for all Goods shipped under this Contract until receipt by the County of such Goods at the Delivery Location, at which time title to and risk of loss with respect to such Goods will pass to the County, free and clear of all liens, charges or encumbrances whatsoever.

2.7 Liens

- (a) If The County receives written notice of any claim of lien from or if any claim of lien should be recorded by any subcontractor, labourer or supplier, the Supplier shall promptly cause such written notice of claim or claim of lien to be discharged and removed or make such other financial arrangements so as to fully protect the interest of the County as the County may approve.

- (b) The County shall, after giving at least five business days' advance notice to the Supplier of its intention to do so, be entitled to employ any monies then due or to become due to the Supplier under this Contract in order to discharge every such lien by bond or posting of other security (including security for costs), or by paying the amount claimed into court or directly to the lien claimant.
- (c) The Supplier shall indemnify the County from any losses or expenses suffered or incurred by the County (including disbursements and legal fees on a solicitor and his own client full indemnity basis) in connection with any liens claimed or recorded by any Subcontractor, labourer or supplier in relation to the Goods and any Services.

2.8 Warranty Repair

- (a) If any defect or deficiency in, or failure of, the Goods or any Services occurs within 12 months from the County's receipt of the Goods or completion of any Services, however caused or arising (excluding normal wear and tear), the Supplier shall repair or replace the defective or deficient Goods, including, without limitation, remove, replace and re-install such defective or deficient Goods, re-perform any defective or deficient Services and/or take such other corrective action as may be required.
- (b) All repairs or replacements of defective Goods and/or re-performance of defective Services by the Supplier will be warranted by the Supplier for a further period equivalent to the warranty period for Goods or any Services set forth in this section 2.8(a).
- (c) If the Supplier fails to repair, replace or make good any such defect, the County may, upon notice to the Supplier, take such action on its own and charge the cost thereof to the Supplier and the Supplier will promptly pay the County for the costs so incurred.
- (d) Notwithstanding any other provision of this Contract, if Schedule A – Scope of Supply prescribes a warranty period for certain Goods or Services which is longer than the warranty periods identified in this section 2.8, the Contractor's obligation to correct any defect or deficiency in, or failure of those aspects of the Goods or Services will extend for such period of time specified in Schedule A – Scope of Supply.

2.9 Excusable Delays

The Supplier shall not be liable for delays in the delivery of the Goods or performance of any Services due to unforeseeable causes not within the Supplier's reasonable control; provided that, the Supplier immediately notifies the County in writing of any such delay. The Supplier shall take all reasonable steps to mitigate the effects of such delay and provide the County with prompt notice upon cessation of such delay. If such delay is or is expected to be more than 15 days, the County may cancel all or any portion of the Goods or any Services by giving written notice to the Supplier. Upon such cancellation, the County shall pay the Supplier for the completed Goods delivered to the Delivery Location and for the completed Services performed at the Delivery Location. The County shall have no further liability to the Supplier in relation to such cancellation.

ARTICLE 3: PAYMENT

3.1 Payment of Invoices

- (a) Each Supplier invoice must:

- (i) be only for the value of the Goods supplied and any Services performed as of the invoice date;
 - (ii) include separate subtotals for applicable GST;
 - (iii) list the Goods and any Services to which it relates; and
 - (iv) include the County's Purchase Order number (if any).
- (b) Payment of all undisputed amounts of each invoice are due within 30 days after receipt of such invoice by the County, provided the Supplier is otherwise in compliance with this Contract.
- (c) If the amount of any invoice is disputed by the County, the County shall give prompt notice of the disputed amount with reasons and will not delay payment of the remainder of the invoice.

3.2 Full Compensation

Except as otherwise expressly stated in this Contract, the Supplier accepts the Contract Price as full compensation for everything furnished and done by the Supplier under this Contract and fulfillment of all the Supplier's obligations under this Contract.

3.3 Price Inclusive

Subject to section 3.4 (Taxes) of these General Conditions, the Contract Price includes all taxes, duties, premiums, levies, contributions, assessments, freight charges, licensing fees, packing charges, insurance charges and any other charges whatsoever in connection with the Goods and any Services.

3.4 Taxes

- (a) The Contract Price is exclusive of any applicable GST required to be levied on the Contract Price.
- (b) The Supplier shall:
- (i) promptly pay or remit to the appropriate governmental authority when due all applicable GST; and
 - (ii) indemnify and save harmless the County from and against all such GST or any assessments or other charges in relation to the Goods, Services or this Contract that may be payable to any federal, provincial, local or other taxing authority having jurisdiction.

3.5 Set-off

Despite any other provision of this Contract, the County may withhold, set-off or deduct from any amount otherwise due to the Supplier on any application for payment or make demand under any security available, any amount that is reasonably necessary to reimburse, indemnify or protect the County from any loss or damage resulting from or attributable to the Supplier's breach of this Contract, or to reimburse the County for any amounts otherwise due and payable by the Supplier to the County under or arising from this Contract.

ARTICLE 4: TERMINATION

4.1 Foothills County's Right to Terminate

The County may terminate this Contract by providing written notice to the Supplier, if the Supplier:

- (a) fails to comply with any of the terms or conditions of this Contract, or
- (b) becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, is subject to the appointment of a receiver, manager, trustee or liquidator, or has commenced dissolution, liquidation or winding up proceedings.

4.2 Termination

Upon termination by the County under section 4.1 of these General Conditions, the Supplier shall, at the option of the County, immediately deliver to the County all components of the Goods as they exist on the date of termination. Despite any other provision in this Contract respecting passage of title, all right, title and interest of the Supplier in the Goods, as the Goods exist on the effective date of termination, immediately pass to and vest in the County.

4.3 Cancellation by Foothills County

The County may cancel this Contract, without cause, by providing written notice to the Supplier. Upon such cancellation, the County shall pay the Supplier for the completed Goods delivered to the Delivery Location and for the completed Services performed at the Delivery Location, together with all actual direct expenses, charges and liabilities reasonably incurred by the Supplier as a result of such cancellation. The County shall have no further liability to the Supplier in relation to such cancellation.

ARTICLE 5: INDEMNITY

5.1 Supplier Indemnification

The Supplier shall indemnify and hold harmless the County Personnel from and against all liability, damage, losses, expenses or costs (including, without limitation, legal fees and disbursements on a solicitor and his own client full indemnity basis), suffered or incurred as a result of Claims that are made, brought or prosecuted in any manner whatsoever against the County Personnel by a third party, to the extent any such Claim is based upon, arises out of, results from or is attributable to: (i) the negligent acts or omissions, including, without limitation, gross negligence or willful, wanton or intentional misconduct of the Supplier, any subcontractor or anyone for whose acts or omissions any of them may be liable in the supply of the Goods and performance of any Services; or (ii) a breach of this Contract by the Supplier.

ARTICLE 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 Intellectual Property

- (a) The Supplier warrants that the Goods and any Services and the County's use, maintenance and repair of the Goods and any Services, will not infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.
- (b) The Supplier grants to the County a fully paid, non-exclusive, transferable, worldwide royalty free, irrevocable license to use any drawing or other information provided by the Supplier

pursuant to this Contract (including any intellectual property rights embodied in such drawing or other information) for the purposes of using, operating, repairing, making or having made replacement parts for, maintaining, upgrading, enhancing, altering or otherwise dealing with all or part of the Goods and any Services.

6.2 Confidentiality

- (a) Without the prior written consent of the County, the Supplier shall: (a) keep all Confidential Information strictly confidential; (b) not divulge to any third party any Confidential Information; (c) not make any commercial use whatsoever of any Confidential Information; and (d) only use Confidential Information solely for the Supplier's performance of this Contract.
- (b) The Supplier acknowledges and agrees that all records created pursuant to this Contract are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta). The Supplier shall provide to the County any records in its care or control (a) within five (5) days' of receipt of a request from the County therefor; and (b) upon the expiration or earlier termination of this Contract; at the sole cost and expense of the Supplier.

ARTICLE 7: GENERAL

7.1 Rights and Remedies

Unless otherwise expressly provided in this Contract, each party's rights and remedies specified in this Contract are cumulative and are not exclusive of any other rights or remedies that a party may have, whether under this Contract, at law, in equity or otherwise.

7.2 Waiver

- (a) No waiver by the County of any provision of this Contract, nor consent by the County to any departure therefrom, shall in any event be effective unless it is signed by an officer of the County, and then shall be effective only in the specific instance and for the purpose for which such waiver was given.
- (b) No: (i) review and approval made or given by or on behalf of the County under this Contract, including, without limitation, approval of any particular aspect of the Goods and any Services; (ii) order, instruction, representation, extension, advice given, comment, interpretation, determination, decision, review or check by or on behalf of the County or failure of the County to respond to correspondence; (iii) payment by or on behalf of the County; or (d) inspection, rejection, examination or test conducted by or on behalf of the County, nor any failure to make any inspections; operate as: (A) acceptance of any other part of the Goods and any Services or the Goods and any Services overall; (B) a waiver of any right, remedy, power or privilege of the County hereunder; (C) relief from any of the Supplier's obligations under this Contract; or (D) a modification, release, waiver or termination of, or otherwise affects, the warranties, guarantees or obligations or any other covenant or undertaking of the Supplier whether in contract or in tort.

7.3 Modification

No revision, modification or waiver of this Contract is binding on the County unless expressly agreed to in writing signed by an authorized representative of the County.

7.4 No Assignment

This Contract may not be transferred or assigned in whole or in part by the Supplier without the prior written consent of the County. Such consent will not relieve the Supplier of its obligations and liabilities under this Contract.

7.5 Survival of Covenants, Representations and Warranties

All provisions of this Contract which expressly or by their nature survive the termination of this Contract, acceptance of the Goods by the County, or the completion of the Services will continue in full force and effect after any termination of this Contract, acceptance of the Goods by the County, or completion of the Services.

7.6 Enurement

This Contract enures to the benefit of and is binding upon the parties and their respective successors and assigns (in the case of the Supplier, permitted assigns).