

1.0 **POLICY**

Grant MacEwan University is committed to sustainability and responsible stewardship throughout the “whole life cycle” of its campuses. It provides a healthy and safe environment that is conducive to learning, working and service to the community. MacEwan will plan, design, construct, operate, renovate and maintain its facilities in a responsive and sustainable manner; and, at the life cycle conclusion, MacEwan will likewise decommission, deconstruct and/or dispose of its facilities in a sustainable manner.

2.0 **RATIONALE AND GUIDING PRINCIPLES**

2.1 **Purpose**

The purpose of this policy is to provide a foundation and direction for other policies, regulations and procedures on decisions and actions related to the “whole life cycle” of MacEwan facilities.

2.2 **Rationale and Guiding Principles**

MacEwan recognizes the fundamental interrelationship of its environmental, social and economic imperatives; it will effectively balance consideration of these matters in decisions and actions related to the “whole life cycle” of its facilities and in responding to services requests from members of the MacEwan community.

3.0 **SCOPE AND DEFINITIONS**

3.1 **Scope**

This policy applies to all employees whose responsibilities include planning, designing, constructing, renovating, maintaining, operating and/or disposing of University-owned or leased facilities.

3.2 **Definitions**

3.2.1 **Decommission** is removing an item, for example an air conditioning unit or a complete building, from service.

3.2.2 **Deconstruction**, in the context of facilities whole life cycle, is the selective dismantlement of building components, specifically for re-use, recycling, and waste management.

3.2.3 **Environment** is one’s surroundings - the combination of conditions that affect and influence growth, development, and survival.

- 3.2.4 **Executive officer** means the president, vice presidents and equivalent positions.
- 3.2.5 **Facilities** are things built, installed or established to serve a particular purpose.
- 3.2.6 **LEED™** is an acronym for Leadership in Energy and Environmental Design.
- 3.2.7 **MacEwan campus** is the buildings, facilities, land, roads, fittings, fixtures, equipment and possessions of MacEwan.
- 3.2.8 **Members of the MacEwan community** are those persons involved in conducting University affairs or using University property (all students, employees, contractors, and all visitors while they are on University property or are using University property).
- 3.2.9 **Officer** means the president, vice presidents and equivalent positions, deans, directors and equivalent positions.
- 3.2.10 **Procurement** is the acquisition of goods and/or services through a defined process and criteria. Procurement involves the full process from tender, to contract execution, to delivery of goods and/or services.
- 3.2.11 **Social factors**, for the purpose of this policy, means those attitudes and behaviours held by the MacEwan community with respect to environmental sustainability.
- 3.2.12 **Sustainability** is the practice of managing human and ecological systems in accordance with our global responsibility to conserve and restore the environment while advancing social equity (see policy D6000 Sustainability).
- 3.2.13 **Whole Life Cycle** is a concept of understanding everything associated with an item from its beginnings to its end, sometimes referred to as 'cradle-to-grave'.

4.0 REGULATIONS

- 4.1 To meet its design, environmental and sustainability objectives MacEwan shall:
 - 4.1.1 Ensure LEED standards are applied;
 - 4.1.2 Monitor, review and optimize service response and delivery by the department responsible for facilities;
 - 4.1.3 Monitor, review and optimize the use of resources;

- 4.1.4 Monitor, review and reduce environmental pollutants;
 - 4.1.5 Follow procurement strategy and use a procurement approach that aligns with procurement policy (see policy D4000 Procurement);
 - 4.1.6 Comply with government-mandated and Canada Green Council, environmental and sustainability codes of practice; and
 - 4.1.7 Effectuate an action plan for rapid implementation of new codes related to its facilities.
- 4.2 Through education and training, MacEwan will encourage a campus culture that is aware of the environmental, social and economic factors influencing decisions and actions related to its facilities.
- 4.2.1 MacEwan shall promote environmentally sound practices across its campuses.
- 4.3 All construction, renovation and deconstruction proposals and activity shall consider Whole Life Cycle costs in project estimates.
- 4.4 The executive officer responsible for University Services is accountable for executive oversight of this policy.
- 4.5 The officer responsible for University facilities is responsible for the implementation of this policy and related procedures, legislation, codes, standards, and LEED practices for a sustainable campus.
- 4.6 Responsibility for compliance with MacEwan policies and procedures extends to all members of the MacEwan community. Non-compliance may create risk for MacEwan and will be addressed accordingly (see clause 4.5.1 "Respect for the law and University governance" of the University's policy D1200 Code of Conduct – Employees for additional guidance).

FACT SHEET

Relevant Dates:

Approved: 2010.02.18
Effective: 2010.02.18
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Source

Modification History

2010.02.18

New foundational policy approved by Board Motion 01-02-18-2009/10.

Accountability:

Office of Accountability: Vice President, University Services

Office of Administrative Responsibility: Director, Facilities

Approval Authority: Board of Governors

Contact Area: Facilities

Authority: MacEwan will comply with applicable [Government legislation](#), municipal bylaws, zoning restrictions and Alberta Building Codes in consideration of LEED principles espoused by the [Alberta Chapter](#) of the Canada Green Building Council for sustainability in the whole life cycle of its facility and campus. This policy is guided by the principles of the [Talloires Declaration](#), the [Halifax Declaration](#), the [Canada Green Building Council](#) and the environmental beliefs expressed in the [Creed of Dr. J.W. Grant MacEwan](#).

References and Acknowledgements:

Alberta Building Code:

http://www.municipalaffairs.gov.ab.ca/documents/ss/Code_info_sheet.pdf

The Talloires Declaration: University Presidents for a Sustainable Future.

<http://www.iisd.org/educate/declarat/tallore.htm>

The Halifax Declaration: <http://www.iisd.org/educate/declarat/halifax.htm>

Canada Green Building Council: <http://www.cagbc.org/>

University of Cambridge: The Design and Construction of Environmentally Sustainable New Buildings

<http://www.admin.cam.ac.uk/offices/environment/guidance/building.html#heading2.0>

The Office of Government Commerce (OGC)

http://www.ogc.gov.uk/procurement_documents_policy_and_standards_framework.asp

Related and Associated Matters:

Associated Policies and Procedures: D5010 Facilities Project Management, D5020 Facilities Access and Accommodation, D5030 Insurance and Risk Transfer, D5040 Campus Security, D5050 Facilities Operations and Maintenance, D5060 Facilities Logistics, D5070 Facilities Planning and Design, D5080 Space Management, D5090 Smoking in University Facilities

Related Policies: D6000 Sustainability, D4000 Procurement, E3400 Students with Disabilities, D7030 Emergency Preparedness

1.0 POLICY

All goods and services shall be procured by authorized Grant MacEwan University employees through an effectively managed, properly planned and executed process.

2.0 RATIONALE AND GUIDING PRINCIPLES

2.1 Purpose

2.1.1 The purpose of this policy is to ensure procurement decisions and activities make optimum use of resources for an intended purpose, demonstrate the values and mission of Grant MacEwan University, and are ethical, fair, transparent, and consistent with legislation. This policy provides the foundation for all procurement matters related to MacEwan's affairs.

2.1.2 This policy serves as a foundation for other policies and procedures on administrative and operational matters related to acquisition of goods and/or services.

2.2 Rationale and Guiding Principles

2.2.1 Effective procurement facilitates fiscal stewardship, increased value, and promotes financial sustainability and accountability.

2.2.2 All procurement decisions, actions and /or communications will:

2.2.2.1 Ensure fair dealings with suppliers of goods and services.

2.2.2.2 Ensure value for money and use of resources for their intended purposes.

2.2.2.3 Avoid real or perceived conflicts of interest including, but not limited to, solicitation or acceptance of donations with participating vendors during a bidding process.

2.2.2.4 Align procurement practices with the University's sustainability policy and practices.

2.2.2.5 Provide non-discriminatory and unbiased opportunities for consideration by qualified vendors.

3.0 SCOPE AND DEFINITIONS

3.1 Scope

This policy applies to all employees of Grant MacEwan University who are involved in acquiring goods and/or services from external sources.

3.2 **Definitions**

- 3.2.1 A **purchasing agent** is a representative of MacEwan who has been given explicit authority to act on behalf of MacEwan with respect to procurement.
- 3.2.2 **Competitive bidding process** is the formal means by which potential suppliers are invited to submit their proposal to supply goods and/or services to MacEwan.
- 3.2.3 A **contract** is any obligation by MacEwan for goods and services through various vehicles (e.g.: engagement letter, contract, memorandum of understanding, etc.).
- 3.2.4 **Executive officer** means the president, vice presidents and equivalent positions.
- 3.2.5 **Goods and/or services** includes, but is not limited to equipment, materials, supplies; services such as consultancies, professional, construction and/or other related services; and public utilities.
- 3.2.6 **Officer** means the president, vice presidents and equivalent positions, deans, directors and equivalent positions.
- 3.2.7 **Procurement** is the acquisition of goods and/or services through a defined process and criteria. Procurement involves the full process from tender, to contract execution, to delivery of goods and/or services.
- 3.2.8 **Public interest** refers to the common well-being or general welfare of the community as a whole.
- 3.2.9 A **strategic alliance** is a formal relationship between two or more parties to pursue a set of agreed upon goals or to meet a critical business need while remaining independent organizations. Each partner hopes that the benefits from the alliance will be greater than those from individual efforts.

4.0 **REGULATIONS**

- 4.1 All acquisitions of goods or services must be properly authorized per policy D3700 Delegation of Signing Authorities.
- 4.2 The officer responsible for University procurement and contract services has the authority to act as the purchasing agent of the University for the acquisition of all goods, materials, supplies and services other than those specifically distinguished in Appendix A.

- 4.3 Purchasing thresholds shall be approved by the Executive Committee, as needed.
- 4.4 All acquisitions within specified dollar thresholds shall be made using the following process:

<u>Purchasing Thresholds per Supplier Contract</u>		
Acquisition Process	Goods & Services	Construction Services
Limited Competitive Bid (Minimum of 3 written quotes)	\$50,000 - \$75,000	\$100,000 - \$200,000
Formal Competitive Bid	>\$75,000	>\$200,000

- 4.5 The department responsible for procurement and contract services shall determine the appropriate acquisition process based on an assessment of cumulative spend. Where a formal competitive bidding process is required, these shall be facilitated by the department responsible for procurement and contract services.
- 4.6 The competitive bidding process may only be waived where:
 - 4.6.1 An unforeseeable and urgent situation exists and the requirements cannot be met through the competitive bid process;
 - 4.6.2 Disclosure through a competitive bid process could compromise confidentiality, cause economic disruption or be contrary to the public interest;
 - 4.6.3 MacEwan could be prevented from gaining maximum benefit through a strategic alliance;
 - 4.6.4 Contracts are financed at least in part by an international cooperation organization with rules different from the University;
 - 4.6.5 A sole supplier market exists whereby for technical reasons, the required deliverables can only be achieved by a particular product or service and /or the product or service can be supplied only by a particular supplier and no alternative or substitute exists;
 - 4.6.6 Procurement is for goods, services or construction work done outside of Canada;
 - 4.6.7 Procurement is financed primarily by donations that are subject to conditions that are inconsistent with the Agreement on Internal Trade Annex.
- 4.7 Where the above conditions for waiving the competitive bidding process exist, the executive officer responsible for University Services, in consultation with the

officer responsible for University procurement and contract services and the individual(s) requesting the waiver, shall formally authorize the waiver. All waivers granted shall be reported to the Audit and Finance Committee as information.

- 4.8 The executive officer responsible for University Services is accountable for executive oversight of this policy.
- 4.9 The officer responsible for University procurement and contract services is responsible for the implementation of this policy and for developing operational policies and procedures to support this policy.
- 4.10 Responsibility for compliance with MacEwan policies and procedures extends to all members of the MacEwan community. Non-compliance may create risk for MacEwan and will be addressed accordingly (see clause 4.5.1 "Respect for the law and University governance" of the University's policy D1200 Code of Conduct - Employees for additional guidance).

FACT SHEET

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Modification History:

81.10.22 D5010 Procurement & Contracts approved by Board Motion 14-5-81/82. Replaces paragraphs 1, 2 and 3 of Policy 6.5 and approved 27-6-76/77 and related procedures.

82.04.20 Amended clause 1.15.1 EOC for 6 month trial; clause 1.15.3 EOC approved to be effective 82.07.01.

86.11 Changes other than Clause 2.7 approved by EOC.

88.07.05 Changes to 2.7 and addition of 2.1.1 and 2.1.2 and 2.8.6 approved by EOC.

97.12.11 Approved revisions by Board Motion 6-12-11-97/98.

2002.03.21 Approved by Board Motion 03-03-2001/02.

03.02.01 Title and format updated – “Director of Financial Services” changed to “Chief Financial Officer”. Format updated.

03.12.18 Approved revisions by Board Motion 01-12-18-2003/04

04.06.17 Approved revisions and name change by Board Motion 01-6-17-2003/04.

04.09.21 Revisions to align position titles with employment policies and the classification system approved by Executive Committee.

06.08.06 *Revised to incorporate former Policy D5910 Purchasing of LRC Materials.*

2010.02.18 D4000 New Policy approved by Board Motion 01-02-18-2009/10. (This policy replaces D5010 Procurement and Contracts)

Accountability:

Office of Accountability: CFO and Associate Vice President, University Services

Office of Administrative Responsibility: Director, Procurement and Contract Services

Approved By: Board of Governors

Contact Area: Procurement and Contract Services

Authority:

References and Acknowledgements:

- Agreement on Internal Trade (<http://www.ic.gc.ca/eic/site/ait-aci.nsf/eng/home>)
- Trade, Investment and Labor Mobility Agreement (<http://www.tilma.ca/>)

Related and Associated Matters:

Associated Policies & Procedures: D3700 Delegation of Signing Authorities

Related Policies: D3000 Financial Management, D1200 Code of Conduct - Employees, D1205 Conflict of Interest and Commitment

Appendix A – Exclusions from D4000 Procurement Policy

Current practice excludes the following areas from the jurisdiction of the role of University Procurement and Contract Services officer:

- 1.1 Contracts regarding personnel;
- 1.2 Bookstore, course materials or products for resale in any and all MacEwan operated retail outlets;
- 1.3 Long-term lease or acquisition of land or buildings;
- 1.4 Contracts for provision of educational services to non-MacEwan entities;
- 1.5 Acquisition of all formats of Library collection materials; or
- 1.6 Legal services.

**REQUEST FOR PROPOSAL
WASTE MANAGEMENT
SERVICES**

About MACEWAN

For general information about MacEwan, our programs and services please refer to our website:
www.macewan.ca

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SECTION A - REQUEST FOR PROPOSAL

1 INVITATION FOR PROPOSAL

Grant MacEwan University invites your firm to submit a Proposal for the provision of waste management services, as set out in this Request for Proposal.

Request for Proposal Number:

Description: Waste Management Services

Date Issued:

Closing Date:

Closing Time:

2 DEFINITION OF TERMS

Whenever used in this RFP, or any other forms which might be part of a Proposal or of the Agreement document, the following words shall be deemed to have meanings as indicated below:

- 2.1 **“Agreement”** means a contract(s) that may be entered into by MacEwan with a successful Proponent(s) for the Waste Management Services described in this RFP;
- 2.2 **“Closing Date”** means the day, specified above, on which the RFP will close;
- 2.3 **“Closing Time”** means the time, specified above, at which the RFP will close;
- 2.4 **“Contractor”** means a waste management service provider to whom an Agreement is awarded by MacEwan for any or all of the Waste Management Services described in the RFP;
- 2.5 **“Control”** means that MacEwan has the authority to manage the Record, including its creation, use, disclosure and disposal;
- 2.6 **“Waste Management Services”** the services to be provided by the Contractor under the Agreement, as more fully described in Section D - Scope of Work;
- 2.7 **“Custody”** means that a party has physical possession of the Record;
- 2.8 **“FOIP Act”** means the Freedom of Information and Protection of Privacy Act;
- 2.9 **“MacEwan or Grant MacEwan University”** means The Board of Governors of Grant MacEwan University;
- 2.10 **“Proponent”** means a person or firm submitting a Proposal to MacEwan pursuant to this RFP;
- 2.11 **“Proposal”** means the offer of a Proponent to furnish the Waste Management Services, as requested by this RFP;
- 2.12 **“Record”** means information in any form, including proposals, reports, documents, letters, meeting minutes and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such records;
- 2.13 **“RFP/Request for Proposal”** means this request for proposal including all forms included in the RFP; and
- 2.14 **“Selection Committee”** means the committee comprised of representatives selected by MacEwan, in its sole discretion, to evaluate Proposals.

3 GENERAL REQUIREMENTS

3.1 Introduction

MacEwan is seeking an environmentally responsible partner to plan and conduct all of MacEwan’s Waste Management Services. This will include responsibility for removal and composting of solid waste.

It is the intent of MacEwan to obtain proposals from service providers on their capability, methodology and related experience in conducting waste management services to minimize impact on the environment. MacEwan expects to enter into an Agreement for a term of three 5 years from October 14, 2016 to September 30, 2021 with the option to extend for an additional term of two (2) years at the sole discretion of MacEwan.

3.2 Objectives

The following are key objectives that MacEwan is seeking to achieve through any Agreement that may result from this RFP:

- obtain professional, high quality and efficient waste management services;
- minimize impact on the environment;
- reduce operating costs; and
- optimize operational efficiencies.

4 PROCESS AND RULES REGARDING PROPOSALS

4.1 Submission of Proposal and Acceptance Period

Provide one (1) original and four (4) copies of each Proposal submission. Proposals will not be accepted by facsimile transmission or electronic mail.

Proposals shall be **sealed** and **marked** with the RFP number and addressed to:

Grant MacEwan University
 Room 10-600 University Service Centre (10930 – 104 Avenue) ** **See Note for deliveries**
 City Center Campus
 10700 - 104 Avenue
 Edmonton, AB T5J 4S2
 Attention: **Yvonne McLachlan, Purchasing Consultant**
Procurement and Contract Services

Note for deliveries: University Service Centre is located in Building 10 on the 6th Floor of the West Parkade on the west side of 109 St between 104 Avenue and 105 Avenue. The elevator is located in the southeast corner of the building.

All Proposals must be submitted no later than the Closing Date and Closing Time. The official time of receipt of Proposals shall be as determined by the time recorder clock used to time and date stamp Proposals upon submission to MacEwan. MacEwan will not accept Proposals received after the Closing Date and Closing Time.

MacEwan reserves the right in its sole discretion to extend the Closing Date, Closing Time and the acceptance period for any reasonable length of time. Notwithstanding this right and any timelines as may be identified herein, all Proposals shall be **open for acceptance by MacEwan for a period of not less than 90 days after the Closing Date and Closing Time.**

4.2 Proposal Acceptance/Rejection; Rights Reserved by MacEwan

This RFP is a request for proposal only and is not an offer to buy or lease any equipment, property or services. Neither the provision of this RFP to a Proponent nor acceptance or receipt of a Proposal will imply any obligation or commitment on the part of MacEwan to enter into an agreement or contract of any kind in respect of any or all contents of this RFP. MacEwan may cancel this invitation at any time, in whole

or in part, for any reason whatsoever and without incurring any liability to anyone who has submitted a Proposal or intends to submit a Proposal.

MacEwan is not obligated in any way to pay for costs of any kind or nature whatever, that may be incurred by a Proponent or any associated third parties, in the preparation of Proposals, making presentations, demonstrations or samples before or after the Closing Date and Closing Time. All such associated costs shall be the sole responsibility of the Proponent. All Proposals and support documentation will be retained by and will become the property of MacEwan, subject to claims of confidentiality in respect of the Proposal and support documentation. In addition to all other rights reserved by MacEwan in this RFP, MacEwan has the right, in its sole and unfettered discretion, to:

- assess the relative merit and advantages of each of the Proposals,
- reject or accept any Proposal, including the right to accept non-compliant Proposals or to reject all Proposals,
- waive any irregularities or informalities contained in any Proposal,
- accept the withdrawal of any Proposal as permitted under this RFP,
- decide not to negotiate with any Proponent(s) or not to enter into any agreement with any Proponent(s),
- decide to negotiate with any Proponent(s) or to enter into an agreement with any Proponent(s), irrespective of whether the Proposal submitted by the Proponent(s) is incomplete, irregular, conditional, non-compliant or fails to provide all the information required in this RFP, and
- during the negotiation phase after the RFP Closing Date and Closing Time, negotiate terms and conditions with any Proponent that may be different than those contained within this RFP or the Proposal of the Proponent, without being required to offer such terms and conditions to the other Proponents.

4.3 Limitation of Legal Rights and Limitation of Liability

By submitting a Proposal, each Proponent agrees that, in the event that a court should find that MacEwan is liable for anything arising in connection with; this RFP, the provision of a Proposal, the selection of the successful Proponent, any negotiations following the provision of a Proposal, or any representation made by MacEwan; the Proponent shall not be entitled to claim for damages or other legal relief whatsoever, and in particular, the Proponent waives any claim for lost profits in the event that no agreement is entered into between the Proponent and MacEwan.

4.4 Agreement on Internal Trade - MASH Sector Procurement

The procurement policies of MacEwan follow the requirements of the MASH Sector annex 502.4 of the Agreement on Internal Trade. RFP documents are posted and distributed electronically through the Alberta Purchasing Connection electronic posting service.

Reference Internet address: www.purchasingconnection.ca.

4.5 Questions

It is the sole responsibility of the Proponent to clarify the interpretation of any items in this RFP. Proponents may submit questions to MacEwan with regard to this RFP in writing, by facsimile or electronic mail only, to the contact information noted below, at any time up to the deadline date for questions noted in Section 6. Questions received after that deadline will not be answered by MacEwan. Answers provided to any substantive questions received will be issued as an addendum in accordance with Section 4.6. MacEwan reserves the right at its sole discretion to not answer non-substantive questions.

All questions shall be directed to:

Yvonne McLachlan, Purchasing Consultant
Procurement and Contract Services
pacs@macewan.ca
Fax (780) 497-5598

MacEwan will not be bound by, and the Proponent agrees not to rely upon, any information given or statements made by persons other than the above authorized MacEwan representative.

4.6 Addenda

MacEwan reserves the right to issue addenda with regard to this RFP for any reason including without limitation, to amend or revise the RFP, to respond to questions, to disclose changes in the schedule, to extend the Closing Date and Closing Time, to modify the Proposal format or requirements, or any other matter. Answers to all substantive questions will be provided in the form of written addenda. Addenda to this RFP shall be deemed part of this RFP.

All addenda related to this RFP will be issued by MacEwan by the deadline indicated in Section 6 and will be posted electronically to the site where the RFP was originally posted.

Proponents shall be solely responsible to ascertain that they have received all addenda prior to submitting their Proposal. MacEwan is not responsible in any way to ensure the completeness of information received by Proponents.

4.7 Withdrawal of Proposal

Proponents may withdraw their Proposals, by notice in writing, at any time prior to the Closing Date and Closing Time. After the Closing Date and Closing Time, Proposals remain open for acceptance in accordance with the acceptance period stated above in Section 4.1.

Negligence or errors on the part of the Proponent in preparing the Proposal confers no right of withdrawal on the Proponent in respect of the Proposal.

4.8 Amendments to Proposals

Proponents may modify their Proposals at any time up to the Closing Date and Closing Time, by written amendments submitted to the address noted in Section 4.1. Amendments shall clearly indicate the name of the Proponent, the date of Proposal, and reference the RFP number.

Amendments to Proposals will not be accepted after the Closing Date and Closing Time.

4.9 Proposal Opening

All Proposals received up to the Closing Date and Closing time will be opened by MacEwan only. Proponents will not be rejected or short listed until such time as the Selection Committee has had an opportunity to examine and evaluate all compliant Proposals.

4.10 Selection Committee

Upon receipt of Proposals and after the Closing Date and Closing Time, the Selection Committee will review each Proposal, ensure each Proponent's compliance with the terms and conditions of this RFP, and rate each complying Proposal based on the evaluation criteria within this document. Proponents will be evaluated by the Selection Committee based on the quality and completeness of information given in the Proposal.

The determination of the members of the Selection Committee is at the sole discretion of MacEwan and the identity of persons forming part of the Selection Committee will not be made known to the Proponents.

4.11 Clarifications

MacEwan reserves the right in its sole discretion to request clarification from a Proponent after the Closing Date and Closing Time to seek further information from the Proponent without any obligation to notify or seek further information from any or all other Proponents. MacEwan also reserves the right to verify any and all information provided by the Proponents in their Proposals through third party investigations or any other means without notice to the Proponent.

4.12 Authority

Nothing in this RFP shall be construed as authority for any selected Proponent(s) to make commitments which shall bind MacEwan to otherwise act on behalf of MacEwan, except as MacEwan may expressly authorize in writing.

4.13 Information Disclosure

MacEwan is a public body and is subject to the privacy and disclosure provisions of the FOIP Act. All information provided by MacEwan to the Proponents and all information provided by the Proponents to MacEwan in Proposals will be subject to the FOIP Act's privacy and disclosure provisions. Proponents should be aware that all Records collected, created, maintained or prepared in the performance of services under an agreement or contract arising from this RFP will be subject to the access and privacy provisions of the FOIP Act.

While the FOIP Act allows persons a right to access Records in MacEwan's Custody or Control, it also prohibits MacEwan from disclosing personal or business information of third parties where disclosure would be harmful to that third parties business interests or would be an unreasonable invasion of that third parties personal privacy as defined in sections 15 and 16 of the FOIP Act. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in Proposals to this RFP is to enable MacEwan to ensure the accuracy and reliability of the Proposals, and to evaluate the Proposals. This information is required by MacEwan to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to MacEwan in Proposals to this RFP that the privacy of the personal information as well as its possible disclosure by MacEwan to third parties, upon request, will be governed by the FOIP Act.

All Proponents shall make themselves aware of the contract requirements of the FOIP Act since the successful Proponent will be required to meet the requirements of the FOIP Act for all personal information that the Proponent has access to, collects, uses or destroys as a consequence of carrying out its obligations in respect of the provision of the Waste Management Services.

4.14 Format of Proposal

Proposals should be prepared concisely and in the following order providing a clear description of the Proponent's capability to satisfy the requirements of this RFP as identified in Section A – Part 7 Mandatory Requirements, Section B - Specific Requirements, and Section D Scope of Work and Pricing Schedule. Proponents shall submit **one (1) original** duly signed and **four (4) bound copies** of their Proposal. All Proposals should have every page numbered in sequential order.

Section	Description
7.0	7.1 Mandatory Proposal Requirement 7.1.1 Certification - ref. Section C Item 1
1.0	1. Capability and Resources 1.1 Qualifications and Relevant Experience 1.2 Resources 1.3 Quality Assurance 1.4 References
2.0	2. Environmental Considerations 2.1 Composting Program 2.2 Environmental Program
3.0	3. Pricing 3.1 Pricing Schedule (Section D Scope of Work and Pricing Schedule) 3.2 Cost Savings

4.15 Compliance with Terms and Conditions

Proponents shall carefully read all documentation forming part of the RFP and submit Proposals complying with all conditions contained in the RFP. Proponents shall make all investigations necessary to properly understand and provide for all conditions which may affect the supply of the Waste Management Services described.

Unless the Proponent has indicated in their Proposal specific exceptions of non-compliance with any of the conditions contained in the RFP, the submission of a Proposal by a Proponent shall be construed by MacEwan to mean that the Proponent agrees to abide by and carry out all conditions set forth in the RFP documents.

4.16 Alternative Proposals

In addition to the basic Proposal that each Proponent must submit in strict conformance to the requirements of this RFP, Proponents are free to offer any alternatives to the basic Proposal, which in the view of the Proponent are less costly. Each alternative will be submitted as an appendix to the basic Proposal which will include a description and price of each alternative in detail and will clearly outline the advantages and cost variation for each alternative. MacEwan reserves the right to not evaluate any alternative proposal submitted. Evaluation of alternative proposals, if any, will be based on the same criteria as the basic Proposal.

4.17 Quantity Requirements

Any quantities or estimated requirements provided under this RFP are estimates only to be used by MacEwan for the sole purpose of evaluating Proposals. MacEwan does not warrant, represent or guarantee that these estimated quantities will constitute the actual quantity of Waste Management Services to be received. Proposals should address variations in quantity and the resulting change in quoted prices, if any.

4.18 Pricing

Proponents shall submit pricing in their Proposal as follows:

- in Canadian dollars,
- firm for the first year of the Agreement,
- FOB MacEwan site,
- exclusive of all applicable taxes, customs, duties or tariffs, and
- state any early payment discounts available.

4.19 Sites

Sites include the following:

City Centre Campus
10700 – 104 Avenue,
Edmonton, AB T5J 4S2

Centre for The Arts & Communications
10045 – 156 Street
Edmonton, AB T5P 2P7 till Sept 2017

Alberta College Campus
10050 MacDonald Drive
Edmonton, AB T5J 2B7

Student Residence
11050 – 104 Avenue
Edmonton, AB T5K 2Y9

Robbins Health Learning Centre
10910-104 Avenue
Edmonton, AB, T5J 4S2

5 INFORMATION FOR PROPONENTS

5.1 Insurance

Proponents are advised that it is a MacEwan requirement that for any Agreement entered into as a result of this RFP the Contractor shall, at its own expense and without limiting its obligations herein, provide and maintain policies of insurance as outlined below:

- Comprehensive General Liability insurance in an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence against third party claims for bodily injury, personal injury, and property damage (including loss of use thereof). Such insurance shall cover all operations of the insured and include, but not being limited to: products and completed operations liability, blanket written contractual liability, owners and contractors protective liability, owners and employees as additional insured, and
- Insurance on property of others on an “all risks” basis, including theft, and in an amount sufficient to cover such property in the Contractor’s care, custody and control.

5.2 Workers’ Compensation Board

Proponents are advised that it is a MacEwan requirement that for any Agreement entered into as a result of this RFP the Contractor shall provide a “Letter of Clearance” from The Workers’ Compensation Board indicating its account is in good standing.

6 TIMELINE

6.1 Timeline

Event	Date
1. Issue RFP	
2. Mandatory Site Visit	
3. Deadline for questions	
4. Deadline for issue of addenda	
5. Submission of Proposals	
6. Selection and award of RFP	
7. Agreement negotiations (if applicable)	
8. Agreement start date	

The above timeline is subject to change at the sole discretion of MacEwan. In the event a change is made to the timeline Proponents will be informed by written addenda.

7 PROPOSAL EVALUATION

7.1 Mandatory Proposal Requirements

The following is a mandatory requirement. Proposals not clearly addressing and meeting this mandatory requirement will be considered non-compliant and may not, at the sole discretion of MacEwan, receive further consideration during the evaluation process.

7.1.1 Certification

Certification document - Section C Item 1 completed in full and **signed** by the Proponent.

7.1.2 Mandatory Site Visit

Prior to the preparation of a Proposal the Proponent must visit the Site(s) for the purpose of being informed of any conditions or difficulties that might affect the performance and delivery of the Goods and Services. All prospective Proponents will meet on **June 28, 2011 at 9:00 a.m.** in **Room 10-601 University Service Centre, City Centre Campus. University Service Centre is located on the 6th Floor of the West Parkade on the west side of 109 Street between 104 Avenue and 105 Avenue.** The entrance and elevator are in the southeast corner of the building. Each prospective Proponent may send a maximum of three (3) representatives.

Attendance at the Site visits is MANDATORY. Non attendance may be cause for disqualification.

Notes:

- Any obstacles or problems discovered during the Site visit must be reported in any Proposal submitted.
- **Proponents are responsible for their own transportation from Site to Site during the Site visit.**

7.2 Evaluation Criteria

Proposals meeting the **mandatory requirements** will be further evaluated and assessed using the following criteria and point rated system, not listed in order of importance.

	Criteria	Maximum Points
A.	Capability and Resources	30
	• Qualifications and Relevant Experience	
	• Resources	
	• Quality Assurance	
	• References	
	• Quality of Proposal (format, layout and completeness)	
B.	Environmental Considerations	40
	• Composting Program	
	• Environmental Program	
	• Reporting	
	• Annual physical waste audit of all sites	
C.	Pricing	30
	• Proposal Fees	
	• Cost Savings	
	Total points available	100

7.3 Short List

MacEwan may establish a short list of Proponents upon completion of an initial round of evaluations. MacEwan reserves the right to request presentations relating to a Proposal from short listed Proponents as may be required.

7.4 Execution of Agreement

The successful Proponent(s) will be required to execute an Agreement similar in form to that attached as Section E of this RFP; such Agreement incorporating the terms and conditions of this RFP and the successful Proposal, except to the extent the terms and conditions of this RFP and the successful Proposal have been expressly superseded by the terms and conditions of any written agreement executed by the parties.

SECTION B - SPECIFIC REQUIREMENTS

In order for its Proposal to be considered further in the evaluation process the Proponent must respond, in detail, to each of the following requirements. In the event the Proponent has a unique capability, credential or service that is not expressly solicited by the RFP, Proponents are encouraged to attach any appropriate supporting material with additional information as desired.

1. Capability and Resources

1.1. Qualifications and Relevant Experience

Provide the following information:

- 1.1.1. a brief company history including; the length of time the company has been in business and the number of years providing waste management services for removal and composting of solid waste including all sustainable initiatives
- 1.1.2. a copy of the Proponent's organizational structure, including corporate structure, branch office and franchise locations (if applicable), reporting structure, number of employees, etc.;
- 1.1.3. if the Proponent's organization has franchised or sub-contracted offices for any of its services, an outline of reporting relationships, performance measures, quality standards and other criteria used as measurements for evaluation of services;
- 1.1.4. an outline of the Proponent's experience in providing waste management services similar to those outlined in the RFP;
- 1.1.5. an outline of the corporate philosophies and values of the Proponent's company;

1.2. Resources

Provide the following information:

- 1.2.1. the person who will be responsible for the corporate management of the MacEwan account and how the Proponent intends to manage the account, including a plan for liaison with MacEwan staff; and
- 1.2.2. the person who will be the dedicated account manager including; experience, background and qualifications.
- 1.2.3. the ability to for electronic tie in to existing compactor, "Smart Trash" monitoring system

1.3. Quality Assurance

Provide the following information:

- 1.3.1. a proposed plan for quality assurance of the Waste Management Services;
- 1.3.2. how quality control is maintained within the Proponent's organization;
- 1.3.3. how continuous improvement is managed by the Proponent; and
- 1.3.4. all value-added programs/initiatives the Proponent currently has in place which are aimed at enhancing customer satisfaction, service quality and cost containment with added sustainable measures Example: Annual waste audit of all sites

1.4. References

- 1.4.1. Provide three references, where your company currently has provided services similar to those outlined in this RFP, including the information below. MacEwan reserves the right to contact references without further approval from the Proponent.
 - name and title;
 - name of company;
 - telephone number and email address;

- length of service; and
- type and value of contract.

2. Environmental Considerations

2.1. Composting Program

- 2.1.1. Provide information on how the Proponent has reduced the impact on the environment in providing composting services to other organizations.
- 2.1.2. Describe the Proponent's current composting program in detail, including:
 - 2.1.2.1. composting location, facility, and processes;
 - 2.1.2.2. source separation requirements, if any;
 - 2.1.2.3. estimated percentage of waste that can be composted;
 - 2.1.2.4. end use of compost; and
 - 2.1.2.5. transportation pattern for service, such as estimated mileage, route, and/or number of trucks, in order to determine scale of transportation related emissions

2.2. Environmental Program

- 2.2.1. Provide details of any additional services the Proponent proposes to provide to help MacEwan reduce its impact on the environment. This may include any education and awareness opportunities the Proponent offers, such as tours, printed/electronic materials, and/or outreach campaigns.
- 2.2.2. Provide any information of the Proponent's corporate commitment to sustainability and environmental stewardship.

3. Pricing

3.1. Proposal Fees

- 3.1.1. Provide detailed pricing as stipulated in Section D: Scope of Work and Pricing Schedule.

3.2. Cost Savings

- 3.2.1. Outline any suggestions and ideas for creative cost-reduction and/or quality improvement opportunities the Proponent may have.
- 3.2.2. Detail an example of how the Proponent has achieved cost savings in providing waste management services, as outlined in the RFP, to other companies.

4. Reporting

Describe the process of how the Proponent will report to MacEwan on the tonnage and percentage of complete waste stream including waste, organics, recyclables, as well as the frequency of reporting. (sample reporting to be included)

SECTION C - PROPONENT'S RESPONSE DOCUMENTS

1. CERTIFICATION

Failure to complete and sign this form may entitle MacEwan to disqualify a Proposal.

I/We the undersigned have reviewed this RFP, including all Addenda and examined all conditions affecting the provision of the Waste Management Services, are satisfied that we fully understand the intent and declare that: (i) we accept all terms and conditions set forth in the RFP; (ii) we have adequate personnel, equipment, facilities and resources to fulfill the requirements of the RFP; and (iii) the content of our Proposal is true and accurate.

I/We hereby offer to MacEwan the Waste Management Services requested as detailed in our Proposal in accordance with the terms and conditions set out in this RFP.

We _____
(Legal Company Name)

Of _____
(Business address)

(Telephone number) (Facsimile number)

(Email address)

Executed this _____ day of _____, 20____

Signature of authorized representative

(Print or Type) name and status of authorized representative

SECTION D - SCOPE OF WORK AND PRICING SCHEDULE

A) **PRICING SCHEDULE** Please provide pricing in the columns provided in following chart.

Site	Front Load Bins	Pickup Frequency Sept. to April	Pickup Frequency May to Aug.	Pickup Charge Per Lift	Monthly Rental Fee For On Call Bins	Disposal Charge per Tonne for Compactors
City Centre Campus						
105 Street Building 105 St & 105 Ave	6 yard	5 times weekly	3 times weekly			
106 Street Building 106 St & 105 Ave	Dual waste and recycle compactor	As required	As required			
107 Street Building 107 St. & 105 Ave	6 yard 6 yard	5 times weekly On Call	3 times weekly On Call			
108 Street Building 108 St & 105 Ave	6 yard	3 times weekly	3 times weekly			
Robbins Centre 10910-104 Avenue	12 yard compactor	As required	As required			
South Campus 7319 29 Avenue	6 yard	5 times weekly	2 times weekly			
Centre for the Arts 10045 156 Street	6 yard	5 times weekly	3 times weekly			
Alberta College 10050 MacDonald Dr.	6 yard	3 times weekly	3 times weekly			
Student Residence 11050 104 Avenue	30 yard compactor	As required	As required			

(1) Note: A 30 yard compactor in the Student Residence, a 12 yard compactor at the Robbins Centre, dual waste recycle compactor at 106 street and compactor at new Centre for the Arts Buidling are the property of MacEwan.

(2) Note: Frequencies Days of the Week: For bins with 5 times a week frequency: Mon. to Fri.

For bins with 3 times a week frequency: Mon., Wed., Fri.

For bins with 2 times a week frequency: South Campus: Tues., Fri.;

- B) **CLEANING OF COMPACTORS** Provide a cost to clean and disinfect the all compactor vessels from the inside at least twice a year. Outline the process that would be used to clean these compactors.
- C) **SATURDAY PICKUPS** Are weekend pickups available at any location if scheduled in advance? Identify any additional cost if applicable. 5 times annually
- D) **PRICING INCREASE** – Specify the period of time that the above pricing will remain in effect; what the maximum price increase per year would be after that period of time; and the criteria that the price increase would be based upon.

SECTION E - TERMS AND CONDITIONS OF AGREEMENT

The attached Grant MacEwan University Services Agreement is being provided for the Proponent's information and the terms and conditions are in addition to those identified in all other sections of this RFP. The successful Proponent, if any, will be required to execute an agreement that shall be in a form similar to that attached.

GRANT MACEWAN UNIVERSITY

SERVICES AGREEMENT

THIS AGREEMENT made this _ day of ____, A.D. 2011.

BETWEEN: THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY ("MacEwan") and (the "Contractor")

THE PARTIES AGREE AS FOLLOWS:

1. **Agreement to Provide Services**- Throughout the term hereof, the Contractor agrees to perform, provide and supply to and for MacEwan those goods and services described in Schedule "A" hereto (the "Contracted Services"), of the description, at the times and places and in accordance with the requirements and specifications set out in Schedule "A".
2. **Term** - Subject to earlier termination as provided hereunder, the term of this Agreement shall be for a period of 3 year(s) commencing _____, and ending _____, or as otherwise specified in Schedule "A". In the event that this Agreement has been executed after the commencement of the said term, the provisions hereof shall be deemed retroactive to such commencement.
3. **Renewal** - MacEwan shall, subject to subparagraph 4 (b), have the option to renew the said term for a further term of 3 years upon written notice to the Contractor served at least thirty (30) days prior to the expiry of the first term.
4. **Price**
 - a. The prices for the Contracted Services are as specified in Schedule "A" and, unless otherwise stated, are exclusive of goods and services taxes, but inclusive of all other taxes and assessments, and inclusive of all third party charges, supplies, travel, transport, salaries, parts, fuel, permits, application fees and office expenses and the Contractor shall be solely responsible for the payment thereof and shall make such payments when due.
 - b. In the event that the term of this Agreement is renewed or deemed to be renewed under paragraph 3, the pricing for the Contracted Services shall remain the same throughout the renewal term unless no later than sixty (60) days following the first day of such renewal term, the Contractor, acting with commercial reasonableness, has delivered a notice in writing to MacEwan requesting an increase in pricing in which event MacEwan shall have a further sixty (60) days within which to reject or accept such increased pricing. In the event that MacEwan shall reject such pricing (failure to serve such notice to be deemed to be a rejection) the Contractor shall have the option to at any time thereafter (unless subsequently the parties agree to other pricing) terminate this Agreement upon ninety (90) days notice to MacEwan.
5. **Quantities** - Except to the extent otherwise stated in Schedule "A", MacEwan has no obligation to order or retain any minimum quantity of Contracted Services and may obtain identical goods or services or both from other suppliers.

6. **Billing & Payment** – The Contractor shall invoice no more frequently than once in each calendar month. Unless otherwise stipulated in Schedule “A”, invoices are payable within **[sixty (60)]** days of receipt provided however that in any event where the contracted services are defective or deficient, or if for any other reason the provisions hereof have not been complied with by the Contractor, MacEwan may suspend or withhold payment (even for other Contracted Services) until such deficiencies have been rectified to the reasonable satisfaction of MacEwan. All billing shall contain a detailed and itemized description of the Contracted Services provided and the manner in which the invoiced fees and other charges have been calculated and where expenses are chargeable, invoices or other supporting evidence of such charges shall be included. The Contractor shall provide such further and better particulars concerning the Contracted Services provided as MacEwan shall from time to time reasonably request. The Contractor shall not bill for the time expended in billing accounts or in providing further or supporting information in connection therewith. Payment by MacEwan of any particular invoice is not an admission that the amount paid was properly owing nor shall such payment of itself constitute acceptance of the Contracted Services provided or the quality or sufficiency thereof or the amount charged therefor and MacEwan shall at all times remain free to question any account, seek repayment therefor or make any other claim in respect thereof as it deems appropriate.
7. **Authorized Personnel** - In the course of providing the Contracted Services hereunder, the Contractor acknowledges that only the following persons are authorized by MacEwan to give instructions and directions to the Contractor and to receive confidential advice and information from the Contractor:
Facilities Managers
8. **Incidental Goods** – Without limitation to subparagraph 4(a), except as expressly excepted in Schedule “A”, the supply of services under this Agreement shall be deemed to include all goods and supplies utilized, or reasonably required to be utilized, by the Contractor in providing the same.
9. **Disclosures** – Without limitation to paragraph 10, the Contractor shall fully and promptly disclose to MacEwan all conflicts of interest and all other information in the knowledge of the Contractor, whether presently known or hereinafter acquired, which could reasonably be expected to influence MacEwan’s decision to follow, rely upon, abide by or implement the Contractor’s advice or decisions hereunder.
10. **Honest Dealing** - The Contractor represents and warrants that if and to the extent that the within Agreement is the result of any verbal or written presentations, proposals or negotiations to or with MacEwan (the “Presentations”); (i) all statements and representations of fact made by the Contractor in, or during the course of, the Presentations were true and accurate; (ii) all opinions expressed by the Contractor therein or in the course thereof were genuinely held; and (iii) there were, in or in respect of the Presentations, no omissions, misstatements or understatements of any material facts or matters which if known to MacEwan might reasonably be expected to have materially influenced the decision of MacEwan to enter into this Agreement upon the within terms or at all. The Contractor acknowledges that in entering into this Agreement and in the Contractor’s performance thereof, MacEwan was and is necessarily reliant upon the good faith of the Contractor and agrees that a duty of good faith on the part of the Contractor is owed to MacEwan.
11. **Contractor’s Personnel** - The Contractor shall perform the entirety of its services through the services of its own employees and shall only use such other agents, employees, advisors, contractors and other personnel as are approved in writing by MacEwan.
12. **Contractor Only** – Except to the extent, if any, expressly stipulated in Schedule “A”, the Contractor has no decision making responsibility or managerial or executive authority over or in respect of MacEwan’s affairs whatsoever and the Contractor shall not expressly or impliedly hold out to any person, including without limitation any employee or contractor of MacEwan or any member of the public, that the Contractor has any authority whatsoever to make decisions on MacEwan’s behalf.

13. **Termination by MacEwan** - If (a) the Contractor breaches or otherwise defaults in performing or observing any of its obligations under this Agreement, or (b) any other agreement to which MacEwan and the Contractor are party is terminated due to the Contractor's breach thereof or due to any event of the type contemplated in subparagraph 13(d) hereof, or (c) a receiver, receiver manager, trustee or other official shall take control of any of the Contractor's business or assets, or (d) in the opinion of MacEwan, the continuation of this Agreement places the person, property, confidentiality, reputation or financial well being of MacEwan or MacEwan's staff or students or of the general public in jeopardy; then MacEwan may, without further notice, terminate this Agreement. Without limitation to the foregoing, if the Contractor should, in the opinion of MacEwan, fail to provide Contracted Services of an overall quality (including timeliness) deemed sufficient by MacEwan and shall fail to remedy such deficiency within 10 days after written warning to do so, MacEwan may, whether or not it can demonstrate any breach of the other provisions hereof, terminate this Agreement without further notice to the Contractor. In any and all events MacEwan may terminate this Agreement, without cause, upon **30** days notice to the Contractor.

14. **Termination by the Contractor** - In the event that MacEwan defaults in making payment of the fees required to be paid hereunder at the times stipulated hereunder and MacEwan has not remedied such default within 30 days of written notice from the Contractor, the Contractor shall have the option to terminate this agreement or suspend the provision of Contracted Services hereunder until such default has been remedied.

15. **Insurance** – Unless waived in writing by MacEwan, the Contractor shall, at its cost, obtain and maintain in full force and effect for the duration of this Agreement general public liability insurance in a form satisfactory to MacEwan from a reputable insurance company in the minimum amount of **\$2,000,000** per occurrence or such greater or lesser amount as MacEwan may require or permit. Upon request from MacEwan, the Contractor shall provide a certified copy of the insurance policy to MacEwan.

16. **Notices** - Any notice required or permitted to be given hereunder shall be validly given if served, mailed, telecopied or electronically mailed to the respective addresses set out beneath the respective signatures of the parties below. Notice served by prepaid registered mail upon either party to such addresses shall be deemed received five clear business days after posting. Notice served by any other means shall be effective upon actual receipt. Either party may change its address for service upon notice to the other.

17. **Schedules** - Schedule "A" "Description of Contracted Services & Fees" and Schedule "B" "Standard Terms for the Purchase of Goods & Services" form an integral part of this Agreement and all representations, warranties and covenants given in the main body of this Agreement are in addition to and not in replacement of the provisions of Schedule "B".

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the date first above written.

**THE BOARD OF GOVERNORS OF GRANT
 MACEWAN UNIVERSITY**

Per: _____

Address for Notice:
 Room 10-600, University Service Centre
 10700 – 104 Avenue
 Edmonton, Alberta, T5J 4S2

CONTRACTOR:

Per: _____

Address for Notice:

Services Agreement Schedule "A"
Description of Contracted Services & Fees**Services Agreement Schedule "B"****Standard Terms for the Purchase of Goods & Services**

1. **Definitions** – In this Agreement: (i) **"Agreement"** means this Agreement inclusive of its schedules, (ii) **"University Persons"** means MacEwan, its members, officers, directors, employees, contractors, agents, students and volunteers; (iii) **"Contracted Services"** means the goods and services described in the agreement to which this Schedule is attached and which are to be supplied and provided by the Contractor thereunder, (iv) **"Developed Product"** means all works, writings, creations, inventions, techniques, improvements, methods, software programs, designs and other original works, and all creations in the nature of intellectual property, including without limitation all other creations of a nature capable of protection under patent, trade mark or copyright legislation, developed or created by the Contractor in the performance of the Contracted Services and any and all moral rights and copyright which may subsist or exist in the same and any and all drawing, specifications, source codes, algorithms, derivatives evidencing or comprising the same and all summaries, derivative and copies of the same, and all enhancements and versions of the same and (v) **"Sensitive Information"** means and includes all information of a confidential nature, whether in electronic, written or other form, including without limitation: student, provider or employee records; security infrastructure of MacEwan; source codes, software and other intellectual property owned by or licensed to MacEwan; financial or other business records, third-party business confidences, information concerning planned policies or proposals involving MacEwan or any other information, including personal information, pertaining to any University Persons or MacEwan's finances, operations or intellectual property.
2. **Quality of Services** - The Contractor represents and covenants to and with MacEwan that: (i) the Contractor and its employees and permitted contractors have all equipment, expertise, knowledge and training required to perform the Contracted Services skillfully, competently, safely and without danger to themselves or to others; (ii) the Contractor and its employees and permitted contractors shall perform the Contracted Services skillfully, competently, safely and without danger to any persons or property whatsoever; (iii) the Contractor and its employees and permitted contractors shall honestly and diligently perform the Contracted Services in good faith with a view to the best and exclusive interests of MacEwan and at all times exercise the professionalism, care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; (iv) the Contractor shall hire, train, maintain, utilize and properly supervise sufficient, qualified and competent personnel to carry out its duties hereunder; (v) the Contractor shall obtain, comply with and satisfy all such licensing, approvals, consents and legislative and regulatory approvals as may be required by any governmental or other authority having jurisdiction over the Contractor's operations; (vi) when so directed by MacEwan, and except as otherwise stipulated in this Agreement, the Contractor shall only use equipment, goods or products which have been approved by MacEwan, such approval not to be unreasonably withheld provided however that it is understood and agreed that nothing herein shall absolve the Contractor from making prudent selections of such equipment, goods or products and from giving MacEwan prudent advice with respect to MacEwan's approval of the same; and (vii) if and to the extent required and applicable, all goods and products to be provided or delivered hereunder shall contain, and shall contain unrestricted licenses to MacEwan to use, all software and other intellectual property required for the normal and lawful operation of any such goods and products in accordance with the requirements hereunder.
3. **Standards** - The Contractor agrees that it shall at all times (i) keep and maintain its equipment, vehicles and personnel in a clean, safe, and tidy condition and generally in such condition as shall meet the reasonable requirements and directions of MacEwan as established from time to time; (ii) if the Contractor or its employees or contractors come into contact with any University Persons, deal with such persons in a reputable, honest, courteous, non-offensive, fair and businesslike fashion and shall, as applicable, honour all commitments, verbal or otherwise, if any, made by them to such University Persons; (iii) provide the Contracted Services in accordance with high industry standards as to quality with the intent that the Contracted Services will meet or exceed all reasonable requirements of MacEwan (and its University Persons, as applicable) on an efficient and competitive basis; (iv) use its best efforts to achieve the reasonable performance standards established from time to time by MacEwan (after consultation the Contractor); (v) disclose conflicts of interest as required under, and generally to abide by, MacEwan's conflict of interest policies as in effect from time to time; and (vi) generally conduct itself in such a fashion as to positively promote and preserve a reputation associated with MacEwan consistent with reputability, high ethics, competence, good quality, and integrity. A performance review will be conducted by MacEwan periodically to ascertain whether the Contractor is complying with

performance standards and the Contractor shall, if such performance review is not satisfactory to MacEwan, use its best efforts to immediately improve its performance to achieve the performance standards.

4. **Comply with Laws** – Without limitation to the foregoing, the Contractor shall at all times comply with all federal, provincial and municipal laws, and all rules and regulations of any duly constituted authority, affecting or in any way relating to the Contractor's business and activities, including without limitation, laws and regulations pertaining to licensing, public health, human rights, fire safety, employment practices and occupational health and safety.
5. **Deficiencies** - Any deficiencies in the Contracted Services shall be rectified promptly and entirely at the Contractor's expense.
6. **Goods Supplied** - The Contractor represents and warrants to MacEwan that all goods supplied in the provision of the Contracted Services (if any): (i) shall be free of defects, shall be of good and merchantable quality and shall be fit for the purpose intended; (ii) shall, as required, be supplied to MacEwan with complete and accurate instructions pertaining to use and safety; (iii) when properly used (and in accordance with any instructions provided), shall be safe and shall not present a danger to any persons or property; (iv) where applicable, have been approved for use in Canada by the Canadian Standards Association and by any other authority having jurisdiction; (v) shall, as applicable, be transferred to MacEwan free and clear of all charges and encumbrances whatsoever; and (vi) that their sale, resale, use, lease or distribution to MacEwan hereunder otherwise complies with all applicable laws and regulations throughout Canada and does not offend the patent or proprietary rights of any person.
7. **Food & Consumables** – Without limitation to paragraph 6 of this Schedule, the Contractor represents and warrants to MacEwan that all food products, beverages and other consumables goods sold or supplied to, or used in the provision of services hereunder shall be safe for consumption and of a good quality.
8. **Use of MacEwan Assets** – If and to the extent that the provision of the Contracted Services requires the occupation, possession or other use of MacEwan's premises, equipment or other assets, the Contractor shall not occupy, possess or make use of the same except as expressly permitted by MacEwan hereunder and in any event for no purpose other than the provision of the Contracted Services. Without limitation to the foregoing, the Contractor shall not suffer or permit the same to be used for any unlawful purpose or activity or suffer or permit any lien or encumbrance to be made against the same. Without limitation to paragraph 25 of this Schedule, the Contractor shall fully indemnify and save harmless MacEwan and other University Persons from and against any and all claims, loss or damage of, against or to such property during, or in the course of, such occupation, possession or use, however caused (other than through the negligence of MacEwan itself).
9. **Supply Shortages** – Subject to any contrary commitments agreed to by the Contractor prior to the date of this Agreement and previously disclosed to MacEwan in writing, in the event of a shortage of labour or other supplies or other circumstance which prevents the Contractor from satisfying requests for services from all of its customers within the times requested, the Contractor shall prefer MacEwan and, in particular, shall fully supply MacEwan with its requirements before supplying other customers.
10. **Set Off** - All monies payable by MacEwan to the Contractor shall be paid without set off save where the Contractor is in breach hereof or where MacEwan is otherwise entitled to claim indemnity or other compensation from the Contractor in which event MacEwan may set off the amounts of its entitlements, or MacEwan's estimate thereof, as against any monies payable to the Contractor.
11. **Non-Exclusive Service** - The Contractor shall be entitled to provide services to other parties provided that the provision of such other services does not, in MacEwan's opinion, conflict with the Contractor's obligations to MacEwan hereunder and do not in any other manner adversely impact upon the quality, quantity or timeliness of the Contracted Services to be provided herein and provided further that, in the event of conflict, MacEwan's requirements are given first priority.
12. **Hours and Location of Service** – Unless as may be otherwise stipulated in this Agreement, the Contractor may perform its services during such reasonable hours and may work from such locations as are sufficient to adequately meet its obligations hereunder. The Contractor shall be responsible for providing such of its own overhead, office space, equipment, vehicles, staffing and materials as may be necessary for the performance of its services hereunder without further charge or fee to MacEwan and no additional fees or reimbursements shall, without prior express arrangement of MacEwan, be payable. In the event that MacEwan shall permit the Contractor to make use of MacEwan's own facilities from time to time, it is understood and agreed that such permission is at all times revocable at MacEwan's discretion.

13. **Status of the Contractor** - The Contractor is an independent contractor and is not a partner, legal representative, employee or agent of MacEwan for any purpose whatsoever. The Contractor shall have no authority to, and agrees that it will not make, any warranties or representations, enter into any contracts, assume or create any obligations, or make any commitment or commitments, on behalf of MacEwan without the prior express written consent of MacEwan. In the event that any third party, including any governmental authority, shall allege that the Contractor or any of its subcontractors, agents or employees are employees of MacEwan, or that MacEwan is vicariously liable for the actions of the Contractor or any of its subcontractors, agents or employees, the Contractor agrees to fully indemnify and save harmless MacEwan from and against any and all costs and expenses, including solicitor client costs, in defending against such allegation and from and against any and all judgments, assessments, reassessments, fines, penalties and other claims levied or obtained against MacEwan in consequence of such allegations.
14. **No-Hire** - During the term of this Agreement and for a period of 12 months afterwards, the Contractor shall not directly or indirectly (a) induce any employee or independent contractor of MacEwan or its contractors to leave the employment or service of MacEwan or (b) induce any employee or independent contractor of MacEwan to take up employment or service with any other person while such employee or independent contractor is in the employment or service of MacEwan or for a period of twelve (12) months thereafter.
15. **Variation of Terms** – Any changes in the fees, services, obligations or other terms hereof that may be agreed upon from time to time shall not affect the application or binding effect of the balance of this Agreement.
16. **Release** - MacEwan shall not be liable for any death, injury or damage to the persons or property of the Contractor or of its officers, employees, agents or contractors, except where such damage, loss or injury has resulted from the proven negligence of MacEwan, its agents, or employees. Without limitation to the foregoing, MacEwan shall not in any event be liable to the Contractor for any consequential damages or third party liabilities. In any and all events, no facts, acts, omissions, circumstances or states of affair (collectively “Actionable Occurrences”) shall be alleged or claimed upon in, or as the basis for, any action or counterclaim in tort (including negligence), breach of contract or any other cause as against MacEwan or, without MacEwan’s written consent, as against any other University Person unless, and except only to the extent that, the Contractor has notified MacEwan of such Actionable Occurrences and the intention to claim upon them, in writing no more than 180 days after the date of such Actionable Occurrence (even if the same are not discovered or discoverable until after the expiration of such time and even if MacEwan otherwise had actual and previous knowledge of the same) and the Contractor hereby releases MacEwan from any claims arising from Actionable Occurrences not so notified to MacEwan within such time. In any and all events, but without limitation to the foregoing, MacEwan’s liability to the Contractor for any cause or reason whatsoever, other than for the payment of fees hereunder, shall be limited to the sum of \$1,000.
17. **Actions of Students and Others** – Without limitation to paragraph 16 of this Schedule, the parties agree that MacEwan will not be liable to the Contractor, upon any grounds whatsoever, for any loss, damage or liability (including third party liability) expended, suffered or incurred by the Contractor by reason of or arising out of any act or omission of any student of MacEwan during the term of this Agreement unless the wrongful aspects of such acts or omissions were committed at the express, specific and proximate direction of MacEwan.
18. **Employees** - The Contractor shall hire or provide from its employees such managers, supervisors and workers as are required to perform the Contracted Services hereunder and shall be solely responsible for, and shall pay when due, all wages, benefits, safety programs, Workers’ Compensation, source deductions and payroll administration associated with such employees and, without limitation shall be responsible for the supervision, selection, training and dismissal (with proper notice or payment in lieu) of any and all such employees.
19. **Intellectual Property** - The Contractor acknowledges and agrees that it shall not acquire any rights to any good will, trade-mark, copyright or other form of intellectual property owned by MacEwan. The Contractor shall not use the trade-marks or logos of MacEwan in any manner except that the Contractor may identify itself as the independent contractor of MacEwan in a form and manner permitted in writing from time to time by MacEwan. All Developed Product are and shall be the property of MacEwan (and are hereby assigned to MacEwan) and all moral rights in the same are hereby waived. Upon the completion of the Contracted Services, the Contractor shall deliver up to MacEwan any and all of the drawings, specifications, models, source codes and copies of or relating to the Developed Product in whatever form they may be found to exist whether they are printed, electronically stored, or exist in any other form whatsoever.
20. **Confidentiality** - The Contractor and each of its employees and contractors shall keep all Sensitive Information strictly confidential and shall not disclose or release such information or any portion thereof to any person whatsoever, except to MacEwan and except as may be required at law. Without limitation to the foregoing, the Contractor shall, if requested by MacEwan, execute and deliver MacEwan’s standard vendor confidentiality agreement with such

variations thereto, if any, as MacEwan reasonably determines are advisable having regard to the nature of the Contracted Services. The Contractor further agrees as follows:

- a) In the event that:
 - i) inadvertently or otherwise, the Contractor obtains or gains access to any Sensitive Information that was not required for the performance of this Agreement;
 - ii) sensitive Information in any form that the Contractor once had in its possession or control is lost, or stolen or is otherwise acquired by a third party without the consent of MacEwan; or
 - iii) the Contractor has reasonable cause to believe that trespassers, "hackers" or any other third party has, by theft, through electronic means or otherwise, gained access to Sensitive Information without the consent of MacEwan,

then the Contractor shall promptly so advise MacEwan and, if requested, provide a written report concerning such incident in such detail as MacEwan shall reasonably require.

- b) Where, having regard to the nature of the Contracted Services, MacEwan deems it practical and appropriate, the Contractor may be required to, and in such event shall, promptly advise MacEwan in writing of each occasion that the Contractor accesses MacEwan's electronic files, records or systems outside of normal business hours or from any off site location and shall not in any event do so without prior authorization.
 - c) Sensitive Information shall not in any form or by any means, electronically or otherwise, be removed from MacEwan's premises without its express consent.
 - d) Upon request of MacEwan, or, in any event, upon termination or expiry of this Agreement, the Contractor shall promptly return to MacEwan any and all Sensitive Information and any and all copies, abstracts, summaries or derivations thereof, and in whatever form, written, electronic or otherwise that are in the Contractor's possession or control.
 - e) The Contractor's obligations of confidentiality hereunder as they pertain to Sensitive Information continue after termination of this Agreement.
21. **Enforcement/Injunctions** - The Contractor agrees that in the event that the Contractor contravenes this Agreement or any portion hereof or shall engage in any activity which, on the face of it, contravenes this Agreement (including, without limitation, paragraphs 14 or 20 of this Schedule) the Contractor acknowledges and agrees that damages alone would be an insufficient remedy and that interim and permanent injunctions would (without limitation to any claim for damages) be an appropriate remedy. The Contractor further agrees that if MacEwan seeks such an injunction, whether on an interim basis or otherwise the Contractor will waive any entitlement to require an undertaking as to damages and releases MacEwan from any damages resulting from such injunction.
22. **Incident Reporting** - In performing the Contracted Services, the Contractor shall immediately report to MacEwan, by telephone, any breach of this Agreement or any occurrence or situation that is or has been harmful or could be potentially harmful to any person or property or that may delay the completion or that may impair the quality of any of the Contracted Services, and promptly and accurately complete and submit to MacEwan written reports that may be reasonably requested by MacEwan or its insurer relating to same.
23. **Risk** - All goods supplied by the Contractor hereunder shall be entirely at the risk of the Contractor until such time as possession of such goods has been delivered over to MacEwan. Where the goods of MacEwan or of any other University Person come into the possession of the Contractor during the performance of this Agreement, all such goods shall be entirely at the risk of the Contractor from the time the Contractor takes possession of the same to the time that possession of such goods has been delivered over to MacEwan or such University Person, as the case may be, and the Contractor shall hold MacEwan and other University Persons harmless from and against any claims arising out of the damage to the same, however caused, save where such losses have been proven to be caused by the negligence of MacEwan or such University Persons.
24. **Security** - The Contractor acknowledges that MacEwan is in a uniquely vulnerable and sensitive position in respect of any actual or perceived risk of harm to the person or property of MacEwan or any of its employees or students and

consequently agrees that where MacEwan in its unfettered discretion determines that any employee, contractor or other representative of the Contractor charged with any task or responsibility in the carrying out of the Contractor's duties hereunder has engaged in (or, with or without definitive proof, has been perceived to have been engaged in or at risk of engaging in) practices or behaviours deemed offensive by MacEwan including, without limitation, practices involving harassment, bullying, the issuance of verbal or implied threats, the violation of laws or regulations or acts of dishonesty, such employee, contractor or other representative will be replaced by the Contractor at the request of MacEwan. In any request to replace any such employee, contractor or representative it shall not be necessary for MacEwan to give any cause or explanation for its request.

25. **Indemnity** - The Contractor shall indemnify and save harmless MacEwan and other University Persons from and against any and all direct and consequential losses, expenses (including legal expenses on a solicitor and client basis) and claims (including claims brought by third parties) suffered, brought or incurred as a result of: (i) any breach by the Contractor of this Agreement, (ii) any deficiencies in the Contracted Services or the performance thereof; (iii) any harm or loss of or to the property of MacEwan or of others as a result of, or arising out of, the Contracted Services or the performance thereof; (iv) any debt, charge or liability owed by the Contractor to a third party, including any governmental agency or other third party; or (v) the negligence or any other wrongful act of or by the Contractor or any assignee, agent, contractor, or employee of the Contractor.
26. **Continuing Obligations** - Any reference in this Agreement to termination whether by expiry, unilateral termination or otherwise shall be read as preserving all rights, obligations and liabilities existing, arising, accrued or accruing at or prior to the time of such termination. Without restricting the generality of the foregoing, paragraphs 5, 14, 16, 19, 20, 25 and 29 of this Schedule shall survive the termination of this Agreement.
27. **Assignment/Sub-contractors** - The Contractor may not assign this Agreement without the express written consent of MacEwan which said consent may be arbitrarily withheld. Except as may be otherwise expressed in the Agreement, sub-contractors may not be used in the provision of Contracted Services without MacEwan's prior written consent.
28. **Non-Waiver** - Any waiver or condonation by MacEwan of any default or breach by the Contractor shall not operate as or in any way constitute a waiver or condonation of any subsequent default or breach hereunder.
29. **Holdover** - In the event that the Contractor continues to provide Contracted Services after the expiry of the said term with the agreement or acquiescence of MacEwan, the terms of this Agreement shall continue to apply to such goods and services except that, unless and until MacEwan expressly agrees otherwise in writing, there shall be no implied extension of the said term and any of MacEwan's obligations hereunder shall be terminable at will and without prior notice.
30. **Force Majeure/Disasters** - Where due to inclement weather, natural disasters, fires, civil unrest, acts of war or terrorism, outbreaks of disease, acts of God or other causes ("Events of Disaster"), it becomes unsafe or impractical to complete or perform the terms hereof, the provision of the Contracted Services herein may be terminated or suspended by MacEwan without penalty or liability for further fees.
31. **Budgetary Changes** - The Contractor acknowledges that MacEwan is a publicly funded institution reliant upon the funding policies and procedures of governments and agrees that in the event that any change in legislation, regulations, grants, funding amounts, funding policies, expenditure directives or restrictions, or other occurrence of a legal or financial nature beyond the control of MacEwan shall, in the reasonable and bona fide opinion of MacEwan make the continuation of the within agreement upon the prices or terms herein contained unlawful, economically unfeasible or otherwise inadvisable or imprudent, MacEwan shall be at liberty to terminate this Agreement upon no less than 60 days notice to the Contractor and the term hereof shall end on such date in all respects as though such date had been the termination date originally agreed to hereunder.
32. **Freedom of Information** - Copies of all documents and records (other than internal financial information) in whatever form, prepared by the Contractor in the course of carrying out the terms of this Agreement, shall be provided to MacEwan upon demand. All such documents are subject to disclosure if and as required under the Alberta Freedom of Information and Protection of Privacy Act. As between the Contractor and MacEwan, MacEwan is the sole arbiter as to whether this Agreement or any of the documents or other information provided to MacEwan pursuant to this Agreement (or any portions thereof) is confidential. Unless MacEwan has determined that the same is confidential, the Contractor irrevocably consents to the release of the same in response to any application made under the Alberta Freedom of Information and Protection of Privacy Act or other applicable legislation. This clause is subject to any overriding legislative prohibitions that cannot be overcome by the consent and agreement contained in this paragraph.

33. **Amendments** - No amendment, waiver or variation of this Agreement or any portion hereof may be made by implication, conduct or oral agreement it being understood and agreed that the terms of this Agreement may only be amended, waived or varied by agreement in writing duly executed by all parties hereto in the same manner this Agreement is executed.
34. **Interpretation** - Any obligation of the Contractor hereunder shall be read so as to extend to every employee, officer and contractor of the Contractor, whether expressly stated or not, so that any act of such employees, officers or contractors shall, for the purposes hereof, be deemed to be an act of the Contractor. Nothing in this Agreement lessens MacEwan's rights and entitlements under common law. If any paragraph (or sentence, clause or other portion thereof) in this Agreement is unenforceable for any reason (including uncertainty) then such provision may at MacEwan's option be severed and the rest of this Agreement shall be of full force and effect and generally, but without limitation to the forgoing, any portion or portions of such paragraph, sentence, clause or portion may be deleted by MacEwan at any time if so doing is required to preserve the enforceability of the remainder of such paragraph, sentence, clause or portion. The headings used herein are for convenience only and shall not be used in interpretation. This Agreement shall be interpreted in the manner most beneficial to the interests of MacEwan. This Agreement contains the entirety of any representations, warranties or covenants by or on behalf of MacEwan pertaining to the subject matter hereof and any others not expressed herein, whether in writing or not, are disclaimed and released by the Contractor along with any claims, in tort or otherwise, against any University Person in consequence of any such representation, warranty or covenant. The individual clauses in this Agreement and its Schedules shall be construed independently and, whether expressly so stated or not, the interpretation of one clause shall not limit any of the rights and protections given MacEwan under any other clause. As regards all of the Contractor's obligations, time is of the essence hereof. This Agreement shall be binding upon and enure to the benefit of MacEwan and the Contractor and their respective heirs, executors and permitted assigns.
35. **Governing Law** - The local domestic laws of the Province of Alberta (the United Nations Convention on the International Sale of Goods not to apply) shall govern and apply to this Agreement and the performance hereof and to any acts or occurrences happening in or as a result of the performance of this Agreement and to any other circumstance or event occurring between the parties or between any University Person on the one part and the Contractor or its employees or contractors of the other part during the term of this Agreement, and each party hereto hereby attorns to the jurisdiction of the Courts of the Province of Alberta.

End of SECTION E