



HIGHWAY 28/63
REGIONAL WATER SERVICES COMMISSION

HIGHWAY 28/63 REGIONAL WATER SERVICES

COMMISSION

BOX 310, SMOKY LAKE, ALBERTA, T0A 3C0

PHONE: 780-656-3730

FAX: 780-656-3768

REQUEST FOR PROPOSAL
COMMISSION MANAGEMENT SERVICES

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1.0 PROPOSAL CALL

1.1 INVITATION

Highway 28/63 Regional Water Services Commission (hereinafter referred to as “the Commission”) provides water to five Municipal members and 2 customers. The Commission is soliciting written Proposals for the provision of Management, Financial, and Administrative Services, to the Commission, to maintain the level of service outlined in the Commission’s Management Plan (**Appendix “A”**).

A board of 10 directors will provide policy direction to the successful proponent. The Commission purchases approximately 450,000 cubic meters of potable water and transports it to six Municipalities and one First Nation Reserve. Thorhild County and Smoky Lake County are contracted to supply qualified Water Operators to manage and maintain the transmission of water. The Commission seeks proposals to provide all other management, financial, and administrative services.

1.2 GENERAL TERMS AND CONDITIONS

1.2.1 SCOPE

The RFP and the successful Proponent’s Proposal shall form the basis of the Contract created by the acceptance of a Proposal relating to this RFP.

1.2.2 DEFINITIONS

- a. “Act” means the Municipal Government Act, amended from time to time, including all regulations and codes enacted thereunder, or any other statute enacted in substitution therefore;
- b. “Agency” means the selected proponent who will be providing management services for the Commission;
- c. “Closing Date” means the closing date of this Request for Proposals specified in the RFP;
- d. “Contract” means the agreement(s) entered into by the Commission with the successful Proponent for the services or goods and services described in the RFP;
- e. “Commencement Date” is the date this Contract was accepted and executed by the Commission and the successful Proponent, as indicated in this Contract;
- f. “Proponent” means any organization, company, firm or individual that submits a Proposal under this Request for Proposals;
- g. “Proposal” means a proposal submitted by a Proponent under this Request for Proposals;
- h. “Records” means an intelligible record of information in any form, including notes, books, documents, maps, drawings, schematics, photographs, letters, vouchers, permits, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records;
- i. “RFP” means this Request for Proposals for Management Services for the Commission, including all forms to be included as part of any proposal;
- j. “Services” means the functions, duties, tasks and responsibilities as described in this Request for Proposal, the Act and any subsequent Contract entered into between the Commission and a Vendor, without limiting the generality of the foregoing.

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- k. "Vendor" means a Proponent to whom a Contract is awarded by the Commission for any or all of the goods and services established in the RFP.

1.2.3 ASSIGNMENT

The Contract arising from this RFP shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign the Contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party may assign the contract, or any of its rights or obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the Vendor hereunder shall be subcontracted to or performed on behalf of the Vendor by any third party, except upon prior written permission by the Commission.

1.2.4 COMPLIANCE WITH LAWS

The Proponent shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

1.2.5 GOVERNING LAW

Any Contract resulting from the Request for Proposals is governed by, and interpreted in accordance with, the laws of the Province of Alberta.

1.2.6 JURISDICTION

The parties agree that the laws of Alberta shall govern the Contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

1.2.7 INDEMNIFICATION

The Proponent shall indemnify and hold harmless, the Commission, representatives of the Commission, its officers, officials, employees and volunteers, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or in connection with the performance of the work hereunder by the Proponent, his agents, representatives, employees of sub-consultants. The Proponent, by submitting a proposal under the RFP, waives any claim for loss of profits if no Contract, regardless of form, is made with the Proponent.

1.2.8 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- a. All documents submitted to the Commission are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. While this Act allows persons a right of access to records in the Commission's custody or control, it also prohibits the Commission from disclosing personal or business information where disclosure would be harmful to a business' interests or would be an unreasonable invasion of personal privacy as defined in Section 15 and Section 16 of the Act. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could be reasonably expected from its disclosure.

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- b. The purpose for collecting the personal information required to be provided in this RFP is to enable the Commission to ensure the accuracy and the reliability of the Proposal and to enable the Commission to evaluate the Proposal.
- c. The records stipulated in this RFP as being required to being maintained by the successful Proponent may be subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act*. Should the Commission receive a request for any of these records, the Proponent shall provide the records, at the Proponent's sole cost and expense, to the Commission within fifteen (15) calendar days of official notification from the Commission.
- d. The Commission's evaluations of Proposals submitted in response to this RFP will be confidential and the Commission will not disclose the details contained in the Proposals.

2.0 PROPOSALS

2.1 SUBMISSION OF PROPOSALS

All interested firms and organizations are invited to submit **two (2) printed copies and one Adobe pdf copy** (on a memory stick or similar device) of their Proposal in a sealed envelope, addressed to the following, delivered or post-marked no later than the Closing Date of **September 27, 2024 at 4:00:00 p.m. Mountain Time**:

Highway 28/63 Regional Water Services Commission
Attention: Brenda Adamson, Commission Interim Manager
c/o Smoky Lake County
Box 310 - 4612 McDougall Drive
Smoky Lake, Alberta, T0A 3C0

Proposals received or post-marked after the aforementioned Closing Date will not be considered and will be returned to the Proponent unopened. Proposals received by the Commission are considered final and may not be altered or amended after the Closing Date.

All Proposals must be clearly marked "**Water Commission Management Services – Request for Proposals**". Opening of Proposals will be conducted by the board, in a meeting that is closed to the public and to the Proponents. This Request for Proposals does not commit the Commission or any one of its joint members to award a Contract or pay any costs or expenses incurred by any Proponent in the preparation or submission of any Proposal, or attendance at any meetings with the Commission's staff in relation to this Request for Proposals.

2.2 CONTRACT

The term of the Contract entered into between the Commission and the successful Proponent will be for a period of **one (1) year**, commencing on **January 1, 2025**, and expiring on **December 31, 2025** with the option to renew in one year increments.

2.3 PROPOSAL SUBMISSION CONTENT AND FORMAT

In order to be considered by the Commission, all Proposals must include the following information:

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2.3.1 TRANSMITTAL LETTER

A Letter of Transmittal, dated and signed by an official authorized to negotiate, make commitments and provide clarification with respect to the Proposal on behalf of the Proponent, stating the Proponent's understanding of the objectives of the RFP and confirming that all items identified in the RFP will be provided by the Proponent.

2.3.2 COVER PAGE

The cover page must include, at minimum, the project name, Proponent's name and the Proponent's primary contact information (name, phone number, address and email address).

2.3.3 EXECUTIVE SUMMARY

The executive summary must include a brief profile of the Proponent's key attributes, strengths.

2.3.4 SERVICE DELIVERY PROPOSAL

Proposals will be evaluated based on their conformance with the Commission's Management Plan (**Appendix "A"**). Proposals must include details about the Proponent's ability to satisfy (including experience and qualifications), at minimum, all aspects of the requirements outlined in the following section:

A. General Management

- Describe the process that the Proponent will use to provide professional leadership and management.
 - 10 member board - Average of 10 meetings per year.
 - Ensures the Commission is managed and operates in accordance with all legislative requirements.

B. Financial Management

- Describe the process that the Proponent will use to provide financial oversight.

C. Accounting (Accounts Receivable, Accounts Payable, and Financial Reporting)

- Describe the process that the Proponent will use to ensure that transactions are processed both timely and accurately using the Sage Accounting System
 - Charge and collect revenues approximately \$1.5 million
 - Ensure all payables are paid in a timely manner (approx. 200 cheques per year)

D. Records and Data Management

- Describe how the Proponent proposes to manage Records and what types of computer equipment and databases the Proponent plans to employ with respect to this process.

E. Meeting Management

- Describe how the Proponent will administer board meetings.

F. Legislative Management

- Describe how the Proponent will ensure the Commission meets all legislative requirements

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2.3.5 INSURANCE AND SECURITY

Proponents are required to submit evidence of the following insurance coverage with their Proposal:

- A. Comprehensive of Commercial General Liability in an amount of not less than **five million dollars (\$5,000,000.00)** inclusive per occurrence, and annual aggregate, if any, of not less than **ten million dollars (\$10,000,000.00)** insuring against bodily injury or damage to property of others (including loss thereof).
- B. Auto Liability insurance for all motor vehicles used by the Proponent hereunder, with limits of not less than **two million dollars (\$2,000,000.00)** per occurrence for bodily injury and/or property damage.
- C. All Risks Liability to include Valuable Paper Records Insurance on all such items pertaining to the Services in an amount adequate to enable their reconstruction.
- D. Errors and Omissions in an amount not less than **two million dollars (\$2,000,000.00)** per occurrence.
- E. Workers Compensation Coverage
- F. Security must be provided to the Commission in a format suitable to the Commission, in the amount of **ten thousand dollars (\$10,000.00)**. Security may be used by the Commission if, but not limited to:
 - there has been a default by the Vendor due to non-performance or inadequate performance of the Services covered in the Contract awarded pursuant to this RFP;
 - the Vendor has not performed the Services to the satisfaction of the Commission; or
 - the Vendor is in non-compliance with the *Act*, the *Regulation* or any other regulations passed pursuant to the *Act*.

2.3.6 FEE SCHEDULE

Proponent's Proposals must include fee schedules for the Services. Proposals must also specify what, if any, additional charges may be incurred by the Commission for services over and above the requirements specified in this RFP.

The Proposal shall also be required to demonstrate how the Vendor will invoice the Commission.

2.4 EVALUATION

Proposals will be evaluated in two stages. The first stage will consist of a review of each Proposal to ensure that each Proposal was received before the Closing Date and that the Proposal complies with all submission requirements specified in this Request for Proposals.

The second stage will consist of an evaluation of the merits of each Proposal as they relate to the criteria established in this RFP, by the Commission's Board. **Table 1** below indicates how the Proposals will be evaluated.

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Table 1 – Request for Proposals Evaluation

Requirement	Proponent “A”	Proponent “B”	Proponent “C”
A. Overall understanding of requirements			
B. Previous experience			
C. Personnel – qualifications and training			
D. Service fee rates			
F. Insurance coverage			
G. Security			
I. Availability			
J. Satisfactory references from known sources			

The assessment of the Proposals shall be as objective as possible. The minimum criteria set out in this RFP are set as the baseline. The most important points will be chosen for assessment and each point will be assessed individually based on its own merits. If the Proponent meets the requirement, they will receive a **zero (0)** score, if the Proponent exceeds the requirement, they will receive a **plus one (+1)** score, and if the Proponent fails to meet the requirement, they will receive a **minus one (-1)** score. The scores will then be tabulated for each Proposal and compared against the total scores of each Proposal. After comparison, if there is no definitive result, additional criteria may be chosen or heavier weight could be assigned to a particular criteria.

2.5 RESERVATION

Notwithstanding anything to the contrary herein, the Commission reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights, alone or in combination with each other, to:

- 1. Accept a Proposal:**
 - which in the Commission’s sole and absolute discretion fail in any material respect to comply with the requirements of this RFP; or
 - in whole or in part without any negations.
- 2. Enter into negotiations with:**
 - any or all Proponents on any aspects of their proposal, to ensure the Commission’s operational requirements are met and to promote the best value;
 - any or all Proponents or prospective persons or entities capable of delivering the required Services under this RFP, but who may not have submitted a Proposal in response to this RFP in the event, in the Commission’s sole and absolute discretion, no Proposals meet the requirements of this RFP; or
 - tied Proponents in the event of a tie between two or more Proponents.
- 3. Conduct a best and final offer process:**
 - with any or all Proponents, in which Proponents are invited to revise their financial offers in circumstances where the Commission deems it appropriate, at the Commission’s sole and absolute discretion.
- 4. Cancel, modify, re-issue or suspend:**
 - any aspect of this RFP, in whole or in part, at any time, for any reason;

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- in whole or in part, at any time, for any reason, the schedule for this RFP, including without limitation, the Closing Date for Proposals, the anticipated award date or any other activity or date stipulated in this RFP;
- this RFP in its current or modified form and invite Proposals from only the Proponents who submitted Proposals in response to this RFP where to do so, in the Commission's sole and absolute discretion, to be in the Commission's best interests.

5. **Seek clarification, validate or take into account:**

- independently or with the assistance of the Proponent, any or all information provided by the Proponent with respect to this RFP and, for this purpose, disclose any or all of the information provided by the Proponent to a third party, subject to the Commission obtaining appropriate assurances of confidentiality from those third parties.

6. **Reject or refuse to consider any proposal:**

- if in the Commission's sole and absolute discretion it fails in any material respect to comply with the requirements of this RFP;
- contains false, misleading or misinterpreted information;
- in the event any matter causes or is likely to cause, in the Commission's sole and absolute discretion, a conflict of interest in relation to the selection of any Proposal;
- from a Proponent who colludes with one or more other Proponent(s) in the preparation of any Proposal;
- from a Proponent who fails to cooperate with the Commission in any attempt by the Commission to clarify or validate any information provided by the Proponent or who fails to provide accurate or complete documentation as required by the Commission with respect to this RFP;
- from a Proponent with whom the Commission has previously terminated a contract for any reason or has had a previous, or currently has a commercial or legal dispute that, in the Commission's sole and absolute discretion, would impair the Commission's ability to enter into the Contract contemplated by this RFP; or
- from a Proponent failing to have the capacity to enter into a Contract contemplated by this RFP with the Commission.

7. **Award**

- a Contract in connection with this RFP.

8. **Waive**

- Irregularities, informalities, omissions, and defects in any Proposal where, in the Commission's sole and absolute discretion, they do not materially affect the ability of the Proponent to provide the Services required by this RFP.

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2.6 INQUIRIES

Questions or inquiries relating to this Request for Proposals shall be directed to:

Brenda Adamson

Interim & Finance Manager

Phone: 780-656-3730

Toll Free: 1-888-656-3730 Fax: 780-656-3768

Email: badamson@smokylakecounty.ab.ca

Inquiries must not be directed to any other employee, elected official, or board member. Directing inquiries to other than those designated may result in a Proposal being rejected or disqualified. The deadline for questions or inquiries related to this RFP is **September 18, 2024, at 3:00:00 p.m., Mountain Time.**

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3.0 APPENDIX "A" – COMMISSION MANAGEMENT PLAN

WHEREAS, the Commission desires to retain a Vendor to provide certain management and administrative services to the Commission, and Vendor is willing to provide such management and administrative services to the Commission, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Retention of Vendor; Services:

1.1. The Commission hereby retains the Vendor, and the Vendor hereby agrees, to provide to the Commission management and administrative support services (the "Services") which include, without limitation, the following:

- general management oversight and administration of the Commission's business,
- services of the Vendor's corporate accounting and internal controls personnel,
- use of Vendor's office space (the "Office"),
- all necessary business supplies for use at the Office,
- use of the Vendor's communication systems and telephone equipment,
- use of the Vendor's information systems services, and
- such other management and administrative services which the parties shall mutually determine are necessary for the efficient operation of the Commission's business and affairs. The Parties agree that the Services shall be provided by the employees of Vendor listed on Schedule A hereto or their replacements (the "Employees"), hired by Vendor.

2. Relationship of the Parties:

2.1. At no time shall the Employees be considered employees of the Commission. The Vendor shall be responsible for complying with all federal, provincial labor and tax laws and regulations with respect to Employees. This Agreement is not one of agency between the Vendor and the Commission, but one in which the Vendor is engaged to provide management oversight and administration services as an independent contractor. All employment arrangements are therefore solely the Vendor's concern, and the Commission shall not have any liability with respect thereto except as otherwise expressly set forth herein.

3. Duties of Vendor.

3.1. The Vendor will perform, or cause to be performed, the Services hereunder with not less than the degree of care, skill and diligence with which it performs or would perform similar services for itself consistent with past practices (including, without limitation, with respect to the type, quantity, quality and timeliness of such services). If the Vendor is required to engage third parties to perform one or more of the Services required hereunder, the Vendor shall use all commercially reasonable efforts to cause such third parties to deliver such Services in a competent and timely fashion.

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- 3.2. The Vendor shall report to the Commission Board and is responsible for guiding overall operations, directives, and delivery of the affairs of the Commission.
 - 3.2.1. Continually monitors the external and internal environment for opportunities, threats, strengths, and weaknesses in response to emerging events for potential policy, service, and strategic directions.
 - 3.2.2. Monitors, advises, and reports to the Board on measures of sustainability as well as on legislative, environmental, and governance factors.
 - 3.2.3. Ensure statutory requirements are met in accordance with the municipal government act and other relevant legislation.
 - 3.2.4. Develops Policies and Bylaws
 - 3.2.5. Establishes and maintains effective two-way communication at the local, regional, provincial, and federal levels.
 - 3.2.6. Provide meeting administration services
 - 3.2.7. Provide records management services
 - 3.2.8. Provide leadership and oversight to contracted water operators
 - 3.3. The vendor shall maintain financial records, documents and other written evidence, consistent with normal accounting procedures and practices, sufficient to accurately, completely and properly reflect the performance of the Services hereunder and the amounts due in accordance with any provision of this Agreement (collectively, the "*Services Evidence*").
 - 3.3.1. Provides Accounts Payable services
 - 3.3.2. Provides Accounts Receivable services
 - 3.3.3. Provides all other accounting services
 - 3.3.4. Prepare financial reports for board
 - 3.3.5. Manage grants
 - 3.3.6. Prepares financial reports for audit
 - 3.4 All data shall be the property of the Commission and shall be provided to the board upon termination.
4. Term.
- 4.1. The term of this Agreement shall commence as of the Effective Date and shall continue in effect for one years (the "*Initial Term*"), and thereafter shall be automatically renewed upon the same terms and conditions set forth herein for subsequent one year terms (each, a "*Renewal Term*") unless the Vendor or the Commission gives notice in writing within 90 days before the

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expiration of the Initial Term or any Renewal Term of its desire to terminate this Agreement; *provided, however*; that either the Commission or the Vendor will have the right to terminate this Agreement following a breach of a material term of this Agreement by the other party hereto and a failure to cure such breach within 30 days following written notice thereof. The Initial Term and any Renewal Terms are referred to herein collectively as the "*Term*".

- 4.2. Notwithstanding Section 4.1, the Parties agree that this Agreement will terminate upon
- (i) the dissolution of the Commission,
 - (ii) the sale of all or substantially all of the assets of the Commission to a third party or
 - (iii) the sale of control the Commission, whether by sale of membership interests, merger, reorganization, consolidation or otherwise, to a third party.

5. Compensation.

- 5.1. Reimbursement of Expenses: as consideration for the performance of the Services, the Commission shall reimburse Vendor for the following expenses incurred by Vendor (collectively, the "*Expenses*"). The Vendor may charge the Commission for the supply of information, goods and services and shall be the fee amount set out opposite the position below plus GST where applicable.

6. Payment.

- 6.1. Vendor will deliver a monthly invoice (the "*Invoice*") to the Commission as soon as practicable following the end of each month for the Expenses payable to Vendor under Section 5.1 hereof for the month or the period last ended or, in the case of expiration or termination, all unbilled Expenses. The Commission shall pay the Invoice within five days of receipt of such Invoice; *provided, however*, that if there is a dispute between the Parties regarding any Invoice, they shall cooperate amicably to promptly determine the correct amount of Expenses payable to Vendor.

- 6.2. Each cash payment made pursuant to this Agreement will be paid by cheque.

7. Confidentiality.

- 7.1. Vendor shall, and shall cause its officers, directors, managers, principals, members, employees (including the Employees), agents and representatives (collectively, "*Representatives*") to, comply with the confidentiality provisions of the Commission.

8. Exculpation and Indemnification.

- 8.1. The Vendor and its Representatives shall be entitled to exculpation and indemnification (deny a party the right to recover damages or shift liability to another party) and shall extend to each of such party's heirs, successors and assigns. The provisions of Section 8.1 shall survive the termination of this Agreement.

9. Assignment.

- 9.1. Neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party.

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10. Entire Agreement; Amendments and Waivers.

10.1. This Agreement, together with all Schedules hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the parties in connection with the subject matter hereof. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party.

11. References; Interpretation.

11.1. All references in this Agreement to Exhibits, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof" and words of similar import refer to this Agreement as a whole and not to any particular subsection unless expressly so limited. The words "this Article," "this Section" and "this subsection" and words of similar import refer only to the Article, Section or subsection hereof in which such words occur. The word "or" is not exclusive, and the word "including" (in its various forms) means "including, without limitation." Pronouns in masculine, feminine or neutral genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

12. Notices.

12.1. Unless otherwise provided herein, any notice, request, consent, instruction or other document to be given hereunder by any Party hereto to another Party hereto shall be in writing and will be deemed given: (a) when received, if delivered personally or by courier; or (b) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested; or (c) one day after transmission, if sent by facsimile or electronic mail transmission with confirmation of transmission, as follows:

If to the Commission:

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If to Vendor:

(_____)

13. Counterparts.

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13.1. This Agreement may be executed in one or more counterparts, including by facsimile and portable document format (.pdf) delivery, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree and acknowledge that delivery of a signature by facsimile or in .pdf form shall constitute execution by such signatory.

14. Invalidity.

14.1. In the event that anyone or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and such invalid, illegal or unenforceable provision shall be interpreted so as to give the maximum effect of such provision allowable by law.

15. Additional Documents.

15.1. Each of the Parties hereto agree to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other Party in connection with the performance of such Party's obligations under this Agreement.

16. Successors and Assign.

16.1. Except as herein otherwise specifically provided, this Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns.

17. No Third-Party' Beneficiaries.

17.1. This Agreement is solely for the benefit of the Parties hereto and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, cause of action or other right except as expressly provided herein.

18. No Presumption Against Any' Party.

18.1. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties and their counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties hereto.

19. Specific Performance.

19.1. The Parties acknowledge and agree that any Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the Parties agree that any Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

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20. Arbitration.

- 20.1. Any dispute, controversy or claim arising out of, connected with, or relating to this Agreement, including without limitation any dispute as to the existence, validity, construction, interpretation, negotiation, performance, breach, termination or enforceability of this Agreement (a "*Dispute*") shall be resolved by final and binding arbitration before a single independent and impartial arbitrator pursuant to the *Alberta Arbitration Act*. This agreement to arbitrate shall not preclude the Parties from engaging in parallel voluntary, non-binding settlement efforts including mediation.