



Request for Proposal

for

Managed Information Technology (IT) Service Provider

(3-Year Agreement)

Request for Proposal No.: 2026-01-IT

Issued: March 26, 2026

Submission Deadline: **May 7, 2026, 4:00 p.m. MT**

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Posted to: Alberta Purchasing Connection at <https://purchasing.alberta.ca/>

Town of Crossfield website at <https://crossfieldalberta.com/p/opportunities>

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1. INTRODUCTION

The Town of Crossfield (the “Town”) invites proposals from qualified Managed Information Technology (IT) Service providers (the “Proponent”) to deliver professional Municipal Managed (IT) Services.

Services may include but are not limited to full-service IT management, 24/7 monitoring, helpdesk services, cybersecurity, vendor coordination, and strategic IT planning across multiple facilities.

Qualified Proponents must demonstrate, through their submission, their qualifications, experience, and capacity to deliver the services outlined in this RFP. Detailed submission requirements, evaluation criteria, and qualification requirements are provided within this document.

The RFP documents are publicly available through the Alberta Purchasing Connection (APC) website, and the Town’s website. Please note that there will be no public opening of the proposals received.

2. BACKGROUND

The Town of Crossfield is a rapidly growing community with a strong industrial base, located approximately 50 km north of Calgary, Alberta, along Highway 2A. The Town has experienced annual population growth of approximately 4% to 5% in recent years and had a population of 4,211 as of 2024.

The Town of Crossfield has approximately 40 employees working at various locations within the Town. Currently managed information technology equipment is outlined within the Appendix “B”.

3. OBJECTIVE

The Town of Crossfield is committed to enhancing its technology infrastructure to better serve its community. To achieve this, the Town is seeking the most qualified Proponent capable of providing Municipal Managed Information Technology (IT) Services to the Town in the following areas:

- a. Managed IT Services
- b. Infrastructure and Network Management
- c. Cybersecurity Services
- d. Disaster Recovery & Backup Management
- e. Microsoft 365 Administration
- f. Line of Business Application Support
- g. Printer/MFP and Vendor Management
- h. Phone System Management
- i. Council Chambers Audio-Visual and Technology Support Services
- j. Scope Clarification and Out-of-Scope Services
- k. Transition and Onboarding
- l. Transition Out-Services

The Town seeks a Proponent who will collaborate effectively with Town staff and stakeholders, demonstrate flexibility to meet evolving needs, and ensure compliance with all applicable codes, standards, and best practices. The successful Proponent will deliver the following services in alignment with industry best practices and the Town's operational requirements, providing high-quality, timely, and responsive service while offering cost-effective and innovative solutions that maximize value for the Town.

The Town intends to enter a three (3) year agreement with the successful Proponent, with the option to extend the agreement for an additional two (2) years, for a total potential contract term of five (5) years.

4. SCOPE OF WORK

The Town seeks a Proponent capable of providing a full suite of Municipal IT Services as outlined below. The successful Proponent will propose a team of qualified professionals with the expertise to deliver these services efficiently, reliably, and in accordance with industry best practices.

4.1 MANAGED IT SERVICES

The Proponent shall provide comprehensive Managed IT Services, including:

Full Managed Service Provider (MSP) Management

- Proactive management and monitoring of all infrastructure and endpoints, including switches, firewalls, routers, Wi-Fi systems, and other networking equipment identified by the Town.
- Assist with equipment and software installation, configuration changes, or relocation, and ensure staff onboarding and offboarding processes are completed efficiently and promptly.
- Full MSP management of all devices, including day-to-day helpdesk support for staff requests.
- Provide Network Operations Centre (NOC) services, including 24/7/365 monitoring on all core network devices, servers, incident response, and severity-based escalation protocols, with the ability to deploy onsite resources when issues cannot be resolved remotely.
- Provide access to MSP ticketing system or client portal to update or review tickets, hours, billing and notes.
- Provide network operations helpdesk support with Service Level Agreement (SLA) based response and resolution times.

Quarterly Meetings & Site Visits

- Conduct quarterly IT meetings with the Town to review trends, discuss training solutions, assess asset management, and forecast future IT needs.
- Provide quarterly onsite IT visits (8 hours each) to deliver non-emergent services and support.

Service Level Expectations

- Provide support services in accordance with defined Service Level Agreements (SLAs).
- Clearly demonstrate the ability to meet or exceed the minimum service levels outlined.
- Describe escalation procedures for situations where service targets cannot be met.
- Apply service levels to incidents reported through:
 - Helpdesk submissions
 - Monitoring systems
 - Direct contact from Town staff

Priority Levels

Priority Level	Description	Examples
Critical (Priority 1)	Complete outage of critical systems affecting multiple users or facilities.	Network failure, server outage, ransomware event, email outage
High (Priority 2)	Major system impairment affecting multiple users or essential services.	Finance system unavailable, authentication failures
Medium (Priority 3)	Issue affecting a single user or non-critical system.	Computer malfunction, software error
Low (Priority 4)	Routine service requests or minor issues.	Password reset, software installation

Response/Resolution Expectations

Priority	Response Time	Target Resolution
Critical	30 minutes	4 hours
High	1 hour	8 hours
Medium	4 hours	1 business day
Low	1 business day	3 business days

**Response time is defined as the time to acknowledge and begin working on an issue.*

**Target Resolution is defined as the time to restore service or implement a workaround.*

- Where full resolution cannot be achieved within the target timeframe, the Proponent must:

- Provide a workaround or escalation plan
- Communicate progress updates to the Town
- Priority shall be given to incidents impacting:
 - Municipal operations
 - Emergency services
 - Financial systems
 - Public safety infrastructure

Support Hours

- Support services shall include:
 - Standard support hours: Monday - Friday, 8:00 AM – 8:00 PM MST
 - Emergency support: 24/7/365 for critical incidents affecting core systems or municipal operations.

Escalation Procedures

- The Proponent must maintain documented escalation procedures for unresolved incidents. Escalation shall include internal technical escalation and management notification where required.
- Critical incidents must be escalated to senior technical staff within 1 hour if not resolved.

Helpdesk Availability

- The Proponent shall provide helpdesk services through the following channels:
 - Helpdesk ticketing portal
 - Email support
 - Telephone support
 - Remote support tools

Performance Reporting

- The Proponent shall provide monthly service reports including:
 - ticket volumes
 - response time performance
 - resolution time performance
 - recurring issues
 - cybersecurity alerts
 - backup status

Performance Metrics

In addition to SLA response and resolution times, the Proponent shall track and report on the following Key Performance Indicators (KPIs):

- First-call resolution rate

- Customer satisfaction (CSAT) scores
- Patch compliance rates
- Backup success and recovery validation rates
- Recurring incident trends

Service Credits

Failure to meet SLA targets or KPIs on a recurring basis may result in service credits or other corrective actions, including:

- Requirement to implement a corrective action plan
- Fee reductions or service credits (to be defined during contract negotiations)
- Escalation to contract review

Chronic failure to meet service expectations may be considered a material breach of contract. Failure to meet SLA targets on a recurring basis may result in service review and corrective action plans.

Administrative Access Control

- The Proponent shall implement and maintain appropriate controls governing privileged and administrative access to the Town's information systems.
- These controls shall include:
 - Ensuring that administrative access to municipal systems is restricted to authorized personnel only and granted strictly on a least-privilege basis.
 - Use of multi-factor authentication (MFA) for all administrative and remote access to the Town's systems, including cloud platforms such as Microsoft 365.
 - Maintenance of detailed audit logs documenting administrative access and configuration changes to critical systems.
 - Ensuring that all administrative credentials and access privileges remain the property of the Town of Crossfield and can be transferred to the Town upon request.
 - Immediate revocation of access for personnel who are no longer authorized to access Town systems.
 - Ensuring that any remote access tools used by the Proponent meet current cybersecurity best practices and are secured against unauthorized access
- The Proponent shall provide the Town with documentation of administrative access controls and maintain secure credential management procedures throughout the term of the agreement.
- The Town reserves the right to request a full inventory of privileged accounts and administrative access at any time during the agreement.

Change Management

The Proponent shall implement and maintain a formal change management process for all modifications to the Town's IT environment.

This process shall include:

- Documentation of all proposed changes
- Risk and impact assessment
- Approval from designated Town representatives prior to implementation
- Scheduling of changes to minimize operational disruption
- Post-change validation and documentation

Emergency changes must be documented and communicated to the Town as soon as reasonably possible.

Documentation and Knowledge Management

The Proponent shall maintain accurate and up-to-date documentation of the Town's IT environment, including:

- Network diagrams
- System architecture
- Asset inventories
- Administrative access records
- Backup and recovery procedures
- Standard operating procedures (SOPs)

Documentation shall:

- Be updated regularly (minimum quarterly)
- Be accessible to the Town at all times
- Be provided upon request in a usable format

4.2 INFRASTRUCTURE & NETWORK MANAGEMENT

The Proponent shall manage the Town's IT infrastructure and network, including:

Network & Server Management

- Hyper-V hosts and virtual servers
- Network Attached Storage (NAS) devices

- Virtual Local Area Network (VLAN) architecture
- UniFi switching and enterprise Wi-Fi
- Network performance optimization and monitoring
- Proactive monitoring and maintenance of all on-premise servers, including performance, capacity, and hardware health.

Software & Patch Management

- Standardization of desktop images and management of software licensing.
- Ensure staff are using current operating systems, browser versions, and software products.
- Critical security and system patch management across all servers and networked devices.
- Administration and management of the Town's email system and Microsoft 365.

Desktop and Laptop Support & Asset Management

- Provide maintenance and support for all mobile devices, including both corporate-owned and personally owned devices, with a focus on devices configured to access Town email and municipal systems.
- Maintenance, repair, and replacement of existing and future desktop and laptop hardware.
- Acquisition, provisioning, and setup of new equipment as needed.
- Maintain an up-to-date inventory of all hardware assets, including desktops, laptops, servers, printers, and scanners.
- Manage patching, lifecycle processes, and asset tracking/reporting.
- Notify the Town of warranty or service issues in a timely manner.
- Oversee end-of-life management, including decommissioning, replacement, and disposal of hardware.
- Implement internal escalation processes in coordination with the Town
- Assistance with sourcing, procurement, and lifecycle management of IT equipment and replacement parts.

The Proponent shall take a lead role in troubleshooting technology issues and shall not defer issues to third-party vendors without first completing reasonable diagnostics within the Town's IT environment.

4.3 CYBERSECURITY SERVICES

The Proponent shall provide comprehensive cybersecurity services:

Threat Protection & Monitoring

- Provide enterprise Managed Detection and Response (MDR) / Network Detection and Response (NDR) and antivirus management.

- Implementation and enforcement of multi-factor authentication (MFA) across all applicable systems.
- Implement and manage antivirus, anti-spam, and anti-spyware protections.
- Perform continuous threat detection, response, and security patch management.
- Proactively monitor firewalls, intrusion prevention systems, and secure remote access solutions.
- Monitor cybersecurity awareness and risk indicators using the Town's selected platforms.
- Use of Endpoint Detection and Response (EDR) solutions across all endpoints.

Vulnerability Management

- Conduct regular internal and external vulnerability assessments.
- Support the implementation of cybersecurity best practices across systems and users.
- Support and administer the Town's cybersecurity awareness training program using a Town-selected platform (e.g., Microsoft or other third-party provider), including:
 - Platform configuration
 - User enrollment
 - Campaign deployment (e.g., phishing simulations)
 - Reporting and analytics
- Provide recommendations to improve staff awareness and reduce cybersecurity risk based on training outcomes and incident trends.
- Provide secure provisioning and lifecycle management of mobile devices (phones and tablets).
- Ensure the ability to remotely wipe corporate data while preserving personal information in the event of loss or theft.
- The Town shall retain ownership and control of all cybersecurity platforms, including training systems.
- The Proponent shall not require proprietary or bundled cybersecurity training solutions as a condition of service delivery.
- The Proponent shall:
 - Proactively identify cybersecurity risks and vulnerabilities
 - Provide recommendations to address identified risks
 - Support implementation of appropriate mitigation measures

Security Incident Response

- Provide incident response support for cybersecurity incidents impacting the Town's systems or data, including:

- Detection and investigation of incidents (e.g., malware, unauthorized access, ransomware, data breaches)
- Immediate containment actions to minimize impact
- Coordination of system recovery and restoration
- Forensic investigation and documentation, where required
- Notify the Town of confirmed or suspected incidents as soon as reasonably possible following detection.
- Provide post-incident recommendations to prevent recurrence (e.g., system hardening, policy updates, staff training).
- Maintain documented incident response procedures.
- Demonstrate experience supporting organizations of similar size and complexity during cybersecurity incidents.
- Demonstrate alignment with recognized cybersecurity frameworks, including:
 - National Institute of Standards & Technology (NIST) Cybersecurity Framework
 - Center for Internet Security (CIS) Critical Security Controls
- Provide details on how proposed services align with these frameworks.
- Immediate notification within 48 hours of any suspected or confirmed cybersecurity incident.

Cybersecurity Governance & Reporting

- Support ongoing cybersecurity governance through monitoring, reporting, and strategic advisory services.
- Conduct periodic assessments of cybersecurity risks and vulnerabilities.
- Provide clear, non-technical summary reports outlining:
 - Current cybersecurity posture
 - Trends and emerging risks
 - Recommended actions
- Participate in regular review meetings with the Town to discuss risks, incidents, and improvement opportunities.
- Provide guidance on cybersecurity best practices and emerging threats relevant to municipal operations.
- Act as a strategic advisor and provide proactive recommendations to enhance security and resilience.
- Provide reporting based on available platform data, including:
 - Training completion rates
 - Phishing simulation results
 - Identified user risk areas

4.4 DISASTER RECOVERY & BACKUP MANAGEMENT

The Proponent shall ensure business continuity through:

- Monitoring and validation of backup integrity.
- Execution of nightly backups with regularly tested recovery processes.
- Disaster recovery planning and testing, including Recovery Time Objective (RTO) and Recovery Point Objective documentation.
- Ongoing replication and backup licensing management to support recovery objectives.
- Demonstrate experience supporting Microsoft-based cloud environments.
- Support the Town in optimizing Canadian cloud-based solutions for scalability, security, and performance. Regular validation of backup recoverability, including periodic test restores of critical systems.
- Ensure backup and recovery solutions support restoration of critical municipal systems within reasonable timeframes aligned with operational needs.

Data Residency & Privacy

The Proponent shall ensure that the Town's data and information systems are managed in accordance with applicable Canadian privacy legislation and industry best practices.

The Proponent shall:

- Identify where municipal data is stored, processed, or backed up, including any cloud-based environments.
- Ensure that municipal data is stored within Canada where feasible and clearly disclose any systems where data may reside outside Canada.
- Implement appropriate security and privacy safeguards to protect municipal information from unauthorized access, disclosure, or loss.
- Conduct annual disaster recovery testing, including full or partial system restoration test and provide written reports outlining:
 - Test results
 - Recovery times
 - Identified gaps and recommendations
- Comply with all applicable privacy requirements under Alberta's Access to Information Act (ATIA) and other relevant legislation.
- Notify the Town immediately if any data breach, privacy incident, or unauthorized access to municipal data is suspected or confirmed.
- Ensure that any subcontractors or third-party service providers engaged by the Proponent adhere to equivalent data protection standards.

The Proponent should demonstrate familiarity with Microsoft 365 security and compliance tools.

4.5 MICROSOFT 365 ADMINISTRATION

The Proponent shall provide full Microsoft 365 tenant administration, including:

- Tenant management and security hardening.
- User provisioning and deprovisioning.
- Conditional access and policy management.
- Integration support with Line-of-Business (LOB) applications.

4.6 LINE-OF-BUSINESS APPLICATION SUPPORT

- Support for primary LOB applications (e.g., Catalis, Fire Pro).
- Vendor coordination and escalation management.
- Assistance with system upgrades and integration support.
- Oversight of software licensing and automatic renewals, with appropriate documentation.

4.7 PRINTER/MFP AND VENDOR MANAGEMENT

- Support for networked printers, copiers, and scanners.
- Direct management or coordination with third-party vendors.
- Monitor devices and ensure timely issue resolution.
- Coordinate and oversee all third-party technology vendors.
- Manage contracts and Service Level Agreements (SLAs) with vendors.
- Implement escalation processes to ensure prompt resolution of issues.

4.8 PHONE SYSTEM MANAGEMENT

The Town intends to procure and maintain its Voice over IP (VoIP) phone system and related infrastructure through a third-party telecommunications provider. The successful Proponent will not be responsible for supplying or reselling phone system services unless specifically requested by the Town.

The Proponent shall provide support and coordination services related to the Town's phone system, including:

- Assisting with the implementation and integration of the phone system within the Town's network environment, including network readiness, configuration support, and quality of service (QoS) considerations.
- Providing technical troubleshooting support for issues impacting connectivity, call quality, or system performance, including coordination with the telecommunications provider where required.
- Supporting the Town in identifying whether issues are network-related, device-related, or vendor-related.

- Coordinating with the telecommunications provider to escalate and resolve service issues
- in a timely manner.
- Ensuring that network infrastructure (switches, firewalls, VLANs, etc.) is configured to support optimal VoIP performance.
- Providing advice to the Town on system performance, risks, and optimization opportunities as they relate to the Town's IT environment.

The Proponent shall not make any changes to the phone system configuration without prior authorization from the Town or the designated telecommunications provider.

4.9 COUNCIL CHAMBERS AUDIO-VISUAL AND TECHNOLOGY SUPPORT SERVICES

The Proponent shall support, maintain, and enhance technology used within the Council Chambers, including but not limited to the following:

- Installation, configuration, troubleshooting, and maintenance of microphones, speakers, cameras, projectors, and displays.
- Assistance with integrating audio-visual equipment with streaming and recording solutions for public meetings.
- Support for hybrid meeting platforms (e.g., video conferencing, webcasting).
- Regular updates, patches, and firmware management for Council Chambers technology.
- Recommendations for upgrades or replacements to maintain compatibility with Town systems and ensure long-term reliability.
- Provide training for Council, staff, and designated operators on the use of Council Chambers technology as required.
- Prepare clear and accessible documentation, guides, and troubleshooting procedures.
- Ability to provide prompt response and resolution for technology issues during or immediately before Council meetings.
- Proactive monitoring to prevent disruptions and ensure continuous service.

4.10 SCOPE CLARIFICATION AND OUT-OF-SCOPE SERVICES

The Proponent shall clearly identify any services considered outside of the base scope of this RFP. Routine municipal IT support, including user support, system maintenance, and coordination with third-party vendors, is expected to be included within the proposed service model.

Any additional or optional services must be clearly defined and priced separately.

4.11 TRANSITION AND ONBOARDING

The Proponent shall provide a structured and comprehensive transition plan to assume responsibility for the Town's IT environment.

The Proponent must:

- Provide a detailed transition-in plan outlining activity within the first 30, 60, and 90 days of contract commencement.
- Conduct a full environmental assessment, including infrastructure, security posture, documentation, and risks.
- Identify and communicate critical risks, deficiencies, and immediate remediation priorities.
- Coordinate with the incumbent provider (if applicable) to ensure a seamless transition of services.
- Validate all:
 - administrative credentials
 - backup systems
 - monitoring tools
 - cybersecurity controls
- Establish helpdesk services, escalation procedures, and communication protocols.
- Ensure no disruption to municipal operations during the transition period.

The Proponent shall complete transition activities within a timeframe acceptable to the Town and provide a transition completion report.

4.12 TRANSITION-OUT SERVICES

Upon expiry or termination of the Agreement, the Proponent shall provide full cooperation to ensure an orderly transition of services to the Town or a new service provider.

The Proponent shall:

- Provide transition support for a minimum of 60 days (or as requested by the Town).
- Deliver all relevant documentation, including:
 - network diagrams
 - system configurations
 - asset inventories
 - licensing details
 - backup and recovery configurations
- Transfer all administrative credentials and access controls to the Town.
- Ensure all documentation is provided in non-proprietary, industry-standard formats.
- Participate in knowledge transfer sessions with the Town or incoming provider.
- Remove any proprietary tools or access in a controlled and secure manner.

No additional fees shall be charged for standard transition-out activities unless otherwise agreed in writing.

5. RFP SCHEDULE

The following table outlines the typical events and dates associated with this Proposal process. This schedule is provided for guidance only and is subject to change at the sole discretion of the Town. The Town reserves the unqualified right to modify, postpone, or cancel any aspect of the schedule by issuing an addendum.

Issue Date of RFP	Thursday March 26, 2026
Deadline for Questions	Thursday April 9, 2026 @ 4:00 p.m.
Deadline for Issuing Addenda	Wednesday April 15, 2026 @ 4:00 p.m.
Proposal Submission Deadline	Thursday May 7, 2026 @ 4:00 p.m.
Proposal Review Period	5 business days
Agreement Negotiation Period	10 business days
Anticipated Execution of Agreement	May 22, 2026

Proposals will be privately opened at 9:00 a.m. on Monday May 11, 2026, at the Town Office located 1005 Ross Street, Crossfield, Alberta.

6. SUBMISSION DETAILS

6.1. SUBMISSION ADDRESS

Proposals clearly marked “**Managed Information Technology Services**” shall be received via USB flash drive in a sealed envelope, clearly marked with the proponent’s name and RFP title and delivered to the Town Office no later than the submission deadline to:

Town of Crossfield
Attention: Lindsey Nash
1005 Ross Street, Box 500
Crossfield, Alberta T0M 0S0

6.2. SUBMISSION REQUIREMENTS

- a. Acceptable submission formats include PDF or Word documents, maximum 40 pages in length.
- b. Proponents are encouraged to organize submissions with clearly labeled sections corresponding to the RFP requirements.
- c. The Proponent is responsible for ensuring that all files submitted on the USB flash drive are complete, readable, and free of viruses.
- d. Proposals must be received by the Town of Crossfield by the stated closing time.
- e. Late submissions will not be accepted.
- f. Emailed or faxed submissions will not be accepted
- g. **Submission Deadline: May 7, 2026, at 4:00 p.m. Mountain Time (MT).**
- h. Proposals shall remain valid and open for acceptance for a period of 90 days following the submission deadline.
- i. The Town is not responsible for submissions that are delayed, lost, or misdirected.
- j. Only one (1) submission per Proponent will be accepted.

6.3. INQUIRIES

All inquiries related to this RFP must be submitted in writing to Lindsey Nash at town@crossfieldalberta.com no later than **4:00 p.m. MT on April 9, 2026**.

Responses to all questions received will be compiled into a single document and posted by 4:00 p.m. MT on April 15, 2026, on both the Alberta Purchasing Connection and the Town's website.

6.4. PROPOSAL CONTENT

Proponents should provide comprehensive information addressing each point in the RFP. Any provisions with which the Proponent is unwilling or unable to comply must be clearly identified. Failure to comply with specific provisions may result in rejection of the Proposal.

6.5. ADDENDA AND CLARIFICATIONS

Questions deemed critical for proposal preparation will be answered through written addenda, which will be posted on the Alberta Purchasing Connection (APC) website and the Town's website, at the Town's discretion. The Town is not obligated to respond to inquiries received after the Deadline for Questions. Verbal responses from Town staff or consultants are not binding.

6.6. EXTENSION OF SUBMISSION DEADLINE

If an addendum is issued after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period.

6.7. OWNERSHIP AND CONFIDENTIALITY

All submitted Proposals become the property of the Town and are subject to disclosure under Alberta's Access to Information Act (ATIA). Proponents wishing to protect confidential or proprietary information must clearly identify such information as trade secrets supplied in confidence, which if released, could harm their competitive position, or interfere significantly with the negotiating position of a third party. Information not meeting these criteria may be subject to disclosure with notice. Proponents are encouraged to consult the ATIA for further information.

6.8. PROPOSAL AMENDMENTS

Proponents may amend their Proposal prior to the Submission Deadline by submitting the amendment in a sealed package clearly marked with the RFP title and number, along with the Proponent's full legal name and return address. Amendments must clearly specify which part of the Proposal they intend to modify or replace.

6.9. WITHDRAWAL OF PROPOSALS

Proponents may withdraw their Proposal at any time prior to execution of a written agreement by submitted a signed withdrawal notice to the RFP Contact. Withdrawn Proposals will not be returned.

7. PROPOSAL CONTENT AND REQUIREMENTS

Proposals should be organized in the following format to facilitate evaluation and ensure each Proposal receives fair consideration.

7.1. SUBMISSION LETTER

Must be dated and signed by principal authorized to negotiate, make commitments and provide clarifications on behalf of the Proponent.

7.2. PROPOSAL FORM

Must be completed and must include the Proposal Form as set out in Appendix A.

7.3. EXECUTIVE SUMMARY

Must highlight relevant points in the Proposal, including an overview of the project schedule and costs.

7.4. PROPONENT PROFILE

Must include:

- a. A brief introduction of the Proponent, identifying members of the project team and, the project lead, back up resources and corporate oversight.
- b. Identification of the primary point of contact.
- c. Details of any sub-contracting arrangements, including sub-contracted team members.
- d. Any changes in project team members must be disclosed to the Town, and the Proponent shall ensure such changes do not negatively impact the quality and timeliness of service delivery.

7.5. PROPONENT INFORMATION

Proposals should be detailed enough to demonstrate how the Proponent's expertise, staff and resources best meet the needs of the Town as described in this RFP. This section must include:

- a. Corporate background, expertise and standard procedures.
- b. Corporate organizational chart.
- c. Current total staffing levels and capacity for completing the scope of work.
- d. Summary of relevant experience (maximum five pages), including examples of providing similar municipal services.
- e. Three (3) municipal references related to similar work that can attest to the quality, accuracy and professionalism of the Proponent and its personnel.

7.6. APPROACH

Must include:

- a. Description of the Proponent's approach to deliver municipal information technology
- b. services to the Town including key staff availability, communication strategies, and responsiveness to Town requests.
- c. Description of any value-added or supplementary services relevant to this RFP.

7.7. PRICING AND RATE SUBMISSION REQUIREMENTS

Proponents must submit a comprehensive rate sheet that includes:

- A detailed 2026 rate sheet identifying:
 - All key personnel
 - Supporting roles (e.g., junior/intermediate staff, technologists, administrative support)
- Hourly rates for all roles:
 - Exclusive of taxes, expenses, and disbursements
- All pricing must be stated in Canadian Dollars (CAD)
- A description of the Proponent's:
 - Disbursement and expense policy applicable to the scope of work
- An outline of the approach to rate adjustments for future years (2027 and beyond):
 - Annual increases must not exceed the Alberta Consumer Price Index (CPI)
- A clear explanation of:
 - Billing practices for travel time and expenses

Pricing Format

Managed Services Fee (if applicable)

- Monthly fixed fee structure, including:
 - Cost per user and/or per device
 - Services included within the base fee
 - Key assumptions used in developing pricing

Hourly Rates

- Hourly rates for all roles as identified in the rate sheet
- Clear identification of:
 - Out-of-scope services not included in base pricing

Optional / Project-Based Services

- Provide rates or pricing methodology for:
 - Project-based work
 - After-hours support (if applicable)
 - Onsite service delivery

Travel and Expenses

Proponents must outline all applicable travel-related costs, including:

- Hourly billing rates for travel time
- Mileage rates and any additional travel-related expenses

Pricing Transparency

Proponents must disclose any pricing-related considerations, including:

- Vendor commissions
- Markups on hardware and/or software
- Any bundled or proprietary service requirements

Annual Pricing Adjustments

- Pricing adjustments for future years must:
 - Follow a CPI-based escalation model
 - Not exceed the Alberta Consumer Price Index (CPI) on an annual basis

7.8. SAFETY

The Proponent shall describe their safety program, including relevant policies and procedures that ensure safe conduct of work.

7.9. APPENDICES

Must include:

- a. Resumes of all key team members.
- b. Safety and insurance information, confirming:
 - i. Valid certificates of insurance:
 - Technology/Errors & Omissions (Professional Liability):
 - Insurance coverage of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

- Cyber Liability:
 - Insurance coverage of not less than \$5,000,000 per claim per \$5,000,000 aggregate, including:
 - incident response and breach management
 - notification costs,
 - forensics investigation
 - Data restoration,
 - regulatory defense and penalties
 - Privacy and network security liability.
 - Comprehensive General Liability:
 - Insurance coverage of not less than \$5,000,000.
 - The Town named as an additional named insured
 - Comprehensive Automobile Liability:
 - Insurance coverage of not less than \$2,000,000.
 - Crime/Fidelity Insurance:
 - Insurance coverage of not less than \$1,000,000
- ii. Current Workers' Compensation Board (WCB) Clearance Letter.
 - iii. Valid Certificate of Recognition (COR).
 - iv. Table of contents of the Proponent's safety program.

8. EVALUATION AND SELECTION

The evaluation process will incorporate both qualitative and quantitative elements to determine the overall value each Proposal offers to the Town of Crossfield. While cost is a significant factor, it will not be the sole determinant. All Proposals will be reviewed by a team of Town personnel.

The Town may request additional information from the Proponents and/or third parties to verify, clarify, or supplement Proposal content. Submissions may be re-visited and re-evaluated based on any such information.

8.1. EVALUATION CRITERIA AND WEIGHTING

Proposals from qualified Proponents will be evaluated against the following criteria. Each criterion is assigned a weighting, and Proposals will be scored from 0 to 10 *for each*. The weighted scores will be totaled to determine the final ranking.

Criteria	Weighting	Score
Understanding of Requested Services Demonstrate understanding of the scope, limitations, and intent of the services requested. Unique insight into service requirements, knowledge and understanding of municipal environment (i.e., IT assets, services, policies, standards, etc.).	20%	0-10
Qualifications and Experience Demonstrates the Proponent's corporate qualifications and experience relevant to the scope of services. Includes a clear description of each key team member's knowledge and experience with similar projects, highlighting their specific areas of expertise. The following minimum information is required: <ul style="list-style-type: none"> • Highlight relevant experience and expertise with a similar scope of work. • Provide three (3) municipal references where the company has completed comparable projects. • Includes resumes of key personnel, identify primary point of contact, key technical staff, and corporate oversight personnel resumes. 	20%	0-10
Approach, Timelines and Communication Clear approach to service delivery, including key staff availability, communication responsiveness, and ability to meet timelines, resource availability and service coverage (i.e. hours, on-call, SLA's.)	20%	0-10
Cost of Services The Town will evaluate and compare the submitted rate sheets using a method of its choosing.	20%	0-10
Cybersecurity Approach Clear approach to cybersecurity capabilities, including tools, processes, incident response and alignment with recognized frameworks (i.e. NIST, CSF, CIS controls), including demonstrated implementation.	10%	0-10

Supplementary Services Additional value-added services relevant to the RFP (i.e. training, reporting tools, innovation).	5%	0-10
Quality of Proposal Overall presentation, clarity, and thoroughness of the Proposal.	5%	0-10

8.2 SCORING SCALE (NON-MONETARY CRITERIA)

Points will be assigned for each applicable criterion based on the information provided in the proposal response. Scores may be adjusted based on reference checks and other independently verified information. Scoring will be on a scale of 0 to 10, defined as follows:

Non-Monetary Scoring Points	Description
9 – 10	Fully exceeds expectations. Proponent clearly understands the requirements. <i>Excellent probability of success.</i>
7 – 8	Somewhat exceeds expectations. <i>High probability of success.</i>
5 – 6	Meets expectations. Proponent has a good understanding of the requirements. <i>Good probability of success.</i>
3 – 4	Somewhat meets expectations. Minor weakness or deficiencies. <i>Some probability of success.</i>
1 - 2	Does not meet expectations/ does not demonstrate an understanding of the requirements. <i>Low probability of success.</i>
0	Lack of response or complete misunderstanding of the requirements. <i>Very low probability of success.</i>

Additional Information

- Point for monetary criteria will be assigned using a relative pricing formula, with the lowest cost receiving full points and others receiving a proportional score.
- The Town may short-list Proponents based on initial evaluations. Short-listed Proponents may be requested to provide a formal presentation at their own expense.
- In the event of a tie in total points, the Proposal with the lowest price will be selected.

9. OTHER TERMS AND CONDITIONS

In responding to this RFP, and to be eligible for consideration, each respondent must submit a completed and signed proposal package that, among other things, acknowledges its acceptance of the RFP Terms of Reference and Governing Law as contained hereunder:

- 9.1.** This RFP process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract, a binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract and instead shall be governed by the common law applicable to direct commercial negotiations.
- 9.2.** The Town makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents, the general scale and scope of the deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.
- 9.3.** Neither party shall have the right to make any claims (in contract, or otherwise) against the other with respect to the award of a contract, the failure to award a contract, or the failure to honour a proposal.
- 9.4.** The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its proposal package, including, if applicable, costs incurred for interviews, demonstrations, certificates or the like.
- 9.5.** No legal obligation regarding the procurement of any goods or service shall be created between the respondent and the Town until the Town accepts the respondent's offer in writing.
- 9.6.** The Town will not return the submission, or any accompanying documentation submitted by a respondent.
- 9.7.** Proposals are to be submitted in English only.
- 9.8.** The Town may elect not to consider a respondent whose proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- 9.9.** The Town may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct. Such inappropriate conduct shall include but is not limited to:
 - a. The submission of quotations containing misrepresentations or any other inaccurate, misleading, or incomplete information;

- b. The refusal of the respondent to honour its pricing or other commitments made in its proposal;
- c. Any other conduct, situation, or circumstance, as solely determined by the Town, which constitutes a Conflict of Interest.

9.10. The parties also acknowledge that these terms:

- a. Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b. Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations);
- c. Are to be governed by, and interpreted and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein;

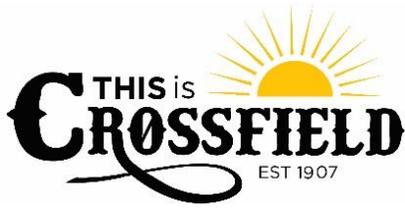
9.11. During the term of the agreement, should the awarded Proponent become involved with a company merger or acquisition, the Town will have the option to either retain the new company or proceed with an RFP process by giving 60 days' notice to the Proponent.

9.12. Period of commitment: Proposals shall be final for 90 days from this RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the evaluation team.

9.13. Proposal rejection: The evaluation team may reject any or all Proposals or cancel this RFP process at any time.

10. AWARD OF PROPOSAL

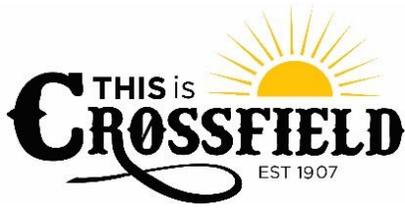
- 10.1.** The Town reserves the right to reject any or all Proposals or to accept the proposal deemed most favorable to the Municipality. All Proposals must be signed by a principal of the responding company.
- 10.2.** Although the intended outcome is to enter into an agreement with a selected Proponent, the solicitation of Proposals does not in any way commit the Town to accept any Proposal or enter into a formal agreement with any organization. A draft Service Agreement is presented in Appendix C.
- 10.3.** The Town reserves the right to waive formalities, reject any or all Proposals, or to accept a Proposal in part or in whole if deemed most favorable to the Town. The lowest rate/fee of any proposal may not necessarily be accepted.
- 10.4.** The Town reserves the right to negotiate with any or all Proponents, including those Proponents that have submitted a Proposal that does not fully comply, either in material or non-material ways, with the RFP requirements.
- 10.5.** Following the evaluation of Proposals, the Town intends to enter into agreement with the top-ranked Proponent which has been determined to have the ability to best meet the needs and expectations of the Town, and who offers the best overall content and value. A Proponent invited to enter into agreement negotiations should be prepared to provide requested information in a timely fashion and conduct its negotiations expeditiously.
- 10.6.** If the Town and top-ranked Proponent cannot conclude negotiations and finalize an agreement, the Town may discontinue negotiations with the top-ranked Proponent and may invite the second ranked Proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more eligible Proponents remaining for negotiations, or until the Town elects to cancel this RFP process.



APPENDIX A – PROPOSAL FORM

Proponents are required to complete this Proposal Form in full and include it in their proposal submission. Failure to provide a complete and signed Proposal Form may result in disqualification.

1. Proponent Information The Proponent shall provide the following information and designate one individual as the official point of contact responsible for all communications and clarifications related to this RFP.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website:	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
2. Acknowledgment of Non-Binding Procurement Process The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does <u>not</u> constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Town and the proponent unless and until the Town and the proponent execute a written agreement for the Deliverables.	



3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Pricing

The Proponent confirms that all pricing submitted is complete, accurate, and in strict accordance with the instructions provided in this RFP. The Proponent acknowledges and agrees that any inaccurate, misleading, incomplete, or intentionally altered pricing information may result in rejection of the Proposal, disqualification from this procurement process, or affect the Proponent’s eligibility for future work with the Town. The Proponent further understands that pricing shall remain firm and valid for the duration specified in the RFP unless otherwise agreed in writing by the Town.

5. Addenda

The proponent acknowledges receipt of the following addenda issued by the Town of Crossfield prior to the Proposal submission deadline. If no addenda were issued, please state None.

Addendum Number	Date Issued	Acknowledged	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. No Prohibited Conduct

The Proponent certifies that it has not engaged in any conduct prohibited by this RFP. This includes, but is not limited to, collusion with other bidders, submitting false or misleading information, exerting improper influence on the procurement process, or failing to disclose any real or perceived conflicts of interest. Any such conduct may result in rejection of the Proposal and disqualification from participating in this and future Town procurement processes.



7. Conflict of Interest

The Proponent must disclose all actual or potential Conflicts of Interest related to the preparation or submission of this Proposal. This includes identifying all individuals (employees, advisers, or others) who:

- Participated in the preparation of this Proposal; AND
- Were employees or contractors of the Town within twelve (12) months prior to the Submission Deadline.

If none exist, leaving the box unchecked will be interpreted as a formal declaration that no Conflict of Interest exists or is anticipated.

The Proponent declares that an actual or potential Conflict of Interest exists as described below:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Town to the advisers retained by the Town to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Proponent Representative

Signature of Witness

Name of Proponent Representative

Name of Witness

Title of Proponent Representative

Date

Date

I hereby certify that I have the authority to bind the Proponent.

APPENDIX B – CURRENT MANAGED TECHNOLOGY EQUIPMENT

- 153 devices under management (servers, computers, phones, network devices, cameras, etc.)
- 51 endpoints (desktop/laptop/thin client)
- 5 physical servers (3 - hyper V host, 1 - 3CX phone system, 1 – SCADA Water system)
- 7 virtual servers
- 15 network switches (UniFi)
- Approximately 34 Virtual Local Area Network's (LAN) (all buildings/infrastructure locations are fully Layer 3 (L3) routed)
- 22 Enterprise Wi-Fi
- 23 VOIP phones (Cloud based PBX / services with 6 DID's forwarded to councillors)
- 2 Enterprise Network Attached Storage (NAS) devices
- Management of approximately 50 mobile devices (mix of corporate owned and personal) (this includes the mobile device support, mobile app support (Microsoft suite), assisting in configuring 2FA using the Microsoft Authenticator app)
- Disaster recover & backup >3.9TB in offsite storage with disaster recovery capability, & >4.9TB in local (isolated) Network Attached Storage (NAS)
- 9 servers or endpoints with licensing for multiple Backup & replication servers.
- 7 physical buildings or locations with network equipment or tie ins
- Approximately 52 devices with enterprise Managed Detection and Response (MDR)/Antivirus platform and licenses

APPENDIX C – DRAFT SERVICE AGREEMENT

SERVICE AGREEMENT

THIS AGREEMENT is made in duplicate this _____ day of _____, 202_____

BETWEEN:

THE TOWN OF CROSSFIELD
(the "Town")

– and –

[INSERT NAME HERE]
(the "Consultant")

WHEREAS the Consultant is in the business of providing municipal information technology services;

AND WHEREAS the Consultant has represented through a Request for Proposal (RFP) process that the Consultant is skilled in providing these services, as more particularly specified in the Town's Request for Proposal for Managed Information Technology Services;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein provided, the parties hereto agree as follows:

Contract No.: 2026-01-IT

1. SERVICES AND OBLIGATIONS

- a. The Consultant shall provide the Services described in the Consultant's Proposal dated [insert here] (the "Proposal") and submitted in reply to the RFP (hereinafter referred to as the "Services") on a as needed basis. The Consultant warrants that the Services shall only be performed by the individuals identified by the Consultant in the Proposal unless prior written consent is provided by the Town. Notwithstanding the foregoing, the Town may in its sole and unfettered discretion require that an individual performing the Services be removed and replaced by a competent professional replacement to the satisfaction of the Town.
- b. The Consultant shall perform the Services in accordance with and subject to the terms and conditions contained in this Agreement.
- c. The Consultant shall be responsible and accountable to the Town and shall act in the best interests of the Town complying with and acting in accordance with any policies, procedures, by-laws or resolutions passed or adopted by the Town.
- d. The Consultant shall commence the Services no later than **[insert date here]**. The Consultant acknowledges and accepts that time is of the essence of this Agreement. If the contract is satisfactorily carried out for the three (3)-year term, the Consultant's contract may be extended for two (2) one (1) year terms at the sole discretion of the Town.
- e. The Consultant shall comply with all reasonable requirements established by the Town's Chief Administrative Officer or his/her designate (hereinafter called "the Project Manager") for the performance of the Services, including but not limited to security, safety, environmental protection, emergency procedures and access.

- f. The Consultant shall exercise the degree of care, skill, diligence, safety and efficiency normally provided by a qualified professional Consultant in accordance with all applicable law in the performance of services of a similar nature to the Services required under this Agreement.
- g. The Consultant shall meet all deadlines requested by the Town and advise immediately of any inability to meet a proposed deadline.
- h. In providing the Services, the Consultant, in its sole discretion shall determine how and when to perform the Services so long as the Consultant meets any deadlines which may be requested by the Town and in accordance with any governmental or municipal laws, acts, bylaws or policies.
- i. The Town and the Consultant, by agreement in writing, may from time to time alter, add to, or deduct from the scope of the Services, and in such case the time for completion shall be adjusted accordingly.
- j. No payment shall be made to the Consultant as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Project, unless due to the Town's willful act or negligence.
- k. The Consultant and the Consultant's employees:
 - (i) Shall conduct their duties related to the Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring their impartiality into question.
 - (ii) Shall not influence, seek to influence, or otherwise take part in a decision of the Town, knowing that the decision might further their private interests.
 - (iii) Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Agreement, that causes, or would appear to cause, a conflict of interest.
 - (iv) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Agreement, and if such financial interest is acquired during the term of the Agreement, the Consultant shall promptly declare it to the Town.
- l. The Services shall be interpreted in a manner consistent with the intent of the Request for Proposal (RFP) to provide comprehensive managed IT services. Routine municipal IT support, including user support, system maintenance, and coordination with third-party vendors, shall be considered within scope as part of standard managed IT services unless expressly identified as additional services in writing and approved by the Town.
- m. The Consultant shall take a lead role in troubleshooting technology-related issues and shall coordinate with third-party vendors as required. The Consultant shall not defer issues to third-party providers without first completing reasonable diagnostics within the Town's IT environment.
- n. The Consultant shall take a proactive approach to cybersecurity and shall monitor, identify, and communicate risks to the Town and provide recommendations to mitigate such risks in alignment with the Services.
- o. The Consultant shall meet the Service Level Expectations (SLA) as outlined in the RFP and Proposal. Failure to meet these expectations on a recurring basis may result in corrective action as determined by the Town.

- p. The Consultant shall not implement proprietary systems, configurations, or access controls that would restrict the Town's ability to transition services to another provider. All systems and configurations implemented as part of the Services shall be documented and accessible to the Town.

2. AGREEMENT DOCUMENTS

- a. The following documents are incorporated into, and are deemed to be part of, this Agreement:
 - (i) Request for Proposal (RFP) No. 2026-01-IT
 - (ii) Consultant's Proposal dated **[INSERT DATE]**
- b. In the event of any inconsistency or conflict between the provisions of any of these documents, priority and precedence will be given by the following order:
 - (i) The body of this Agreement
 - (ii) Request for Proposal (RFP) No. 2026-01-IT
 - (iii) Consultant's Proposal dated **[INSERT DATE]**
- c. Or if the above order is not sufficient to resolve the inconsistency or conflict, then the following means may be used in the order listed:
 - (i) The most recent provision; or
 - (ii) The most specific provision.
- d. In addition, and in any event the parties will endeavour to interpret the above documents, both individually and collectively, so as to give effect to the intentions of the parties and carrying out the Services in a timely, effective, and cost-effective manner.

3. PAYMENT

- a. The Town will pay the Consultant the rates provided for in the Proposal upon the prompt and faithful performance of the Services to the satisfaction of the Town. Payment shall be subject to all applicable legislation.
- b. The Town shall not under any circumstances be obligated to pay to the Consultant any amount exceeding the sum set out in Section 3(a) unless prior written authorization has been obtained by the Consultant from the Town. Without limiting the generality of the foregoing, the Town shall not be required to make payment for any cost or disbursement incurred by or on behalf of the Consultant for the purpose of rectifying errors or omissions for which, in the reasonable opinion of the Town, the Consultant is responsible. These remedial services are not additional services.
- c. The Consultant shall submit to the Town a monthly invoice which shall include sufficient detail to the reasonable satisfaction of the Town:
 - (i) describing the Services performed;
 - (ii) describing the time spent in the performance of the Services;
 - (iii) describing the disbursements and expenses incurred, if any, for which reimbursement is sought

- d. The Town shall pay to the Consultant the invoiced fees within thirty (30) days of receipt of invoice.

4. INFORMATION AND PROPERTY RIGHTS

- a. The Consultant agrees that all base materials, research results, computer programs, drawings, documents and notes or materials of any type whatsoever developed or prepared by the Consultant (hereinafter called the "Documents") in performance of the Services shall vest and become the absolute property of the Town, including copyright of such and upon completion of the Services or termination of this Agreement, all copies of the Documents shall be delivered by the Consultant to the Town upon demand by the Town. Once the Town has possession of the Documents, the Town is solely responsible for the use the Town makes of them. This Section shall survive the termination of this Agreement.
- b. Each Party retains ownership of its pre-existing intellectual property and generic tools/know-how.
- c. Subject to payment of applicable fees, the Town owns all materials specifically developed for the Town in performing the Services. The Consultant grants the Town a perpetual, royalty-free license to use any Service Provider Background IP embedded in such materials to the extent required for Town's use.

5. REPORTING

- a. The Consultant shall submit to the Project Manager regular progress reports with respect to the Services. If the Project Manager, acting reasonably, deems additional progress reports necessary the Consultant shall submit all additional progress reports requested by the Project Manager.
- b. The Consultant shall meet with the Project Manager from time to time as requested by the Project Manager to review the performance of the Services. The designated representatives of the Consultant for the purpose of such meetings shall be as described in the Proposal.
- c. The Consultant shall maintain records related to hours spent and costs incurred in performing the Services, for at least three years following the completion or termination of the Agreement. The Town reserves the right to audit or cause to be audited the Consultant's financial statements and accounts regarding the Town's account at any time during the term of this Agreement and such further three-year period.

6. SUSPENSION

- a. The Town may, at any time by notice in writing, at its sole and unfettered discretion suspend the performance of the Services in whole or in part.
- b. The Town shall pay all fees accrued due to the Consultant at the time of suspension, but payment of all other fees may be suspended by the Town.
- c. The Town shall not be responsible for any fees incurred by the Consultant during the period of any suspension unless the Consultant satisfies the Project Manager, before incurring any such fees, of the necessity for the same and provides the Project Manager with such documentation as may be required by the Project Manager in support of the claim for fees.
- d. The Consultant shall resume and complete the Services in accordance with the terms of this Agreement upon written notice from the Town. The Town shall make an equitable adjustment for terms of this Agreement which are affected by the suspension including time requirements and payment. Any dispute as to what constitutes an equitable adjustment may be decided by arbitration in the manner herein provided.

- e. If the Town suspends the Services and does not authorize resumption of the Services within 90 days after the effective date of the suspension, and the parties have not agreed to extend the suspension period on agreed terms, the Agreement is considered terminated on the 91st day after the effective date of the suspension.
- f. When the suspension period expires, the Consultant may submit an invoice for any costs or expenses directly attributable to the suspension, and unavoidably incurred during the suspension period, regardless of whether the Services are resumed, or the Agreement is considered terminated.

7. TERMINATION OF AGREEMENT

- a. The Town may terminate this Agreement by giving notice in writing which is delivered by hand or registered mail to the address in Section 14(a) (or as changed pursuant to Section 14(c)) for the Consultant, if:
 - (i) the Consultant has breached any of its obligations contained herein, fails to complete the Services or any portion thereof within the time limited by the Agreement for such completion and has failed to remedy such breach within ten (10) days of written notice thereof, or where the breach is incapable of being remedied within ten (10) days, has failed to commence to rectify such breach within the said ten (10) days and to diligently pursue such rectification until complete; or
 - (ii) there is a material error, incorrectness or breach of any representation or warranty of the Consultant contained herein; or
 - (iii) the Consultant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment, or arrangement with any of its creditors; or
 - (iv) a trustee, receiver, receiver-manager or like person is appointed with respect to the business or assets of the Consultant.
 - (v) has any conflict of interest which may, in the opinion of the Town, have an adverse effect on the Project.
- b. Notwithstanding the foregoing, the Town may terminate this Agreement at its sole and unfettered discretion for its convenience upon seven (7) days written notice, hand delivered to the address given in Section 14(a) (or as changed pursuant to Section 14(c)).
- c. The Consultant, upon termination of this Agreement for any of the reasons set out in Section 7(a), shall be liable for, and upon demand shall pay to the Town an amount equal to, all loss or damage suffered, both directly and indirectly by the Town as a result of the non-completion of the Services. If the Consultant fails to pay the Town for any such loss or damage on demand, the Town shall be entitled to deduct the same from any payments due and payable to the Consultant, without prejudice to the Town's right to exercise any other remedies available to the Town at common law or at equity or under any statute.
- d. The Consultant agrees that termination or suspension of this Agreement or a change to the Services in accordance with Section 1(j) does not operate so as to relieve or discharge the Consultant from any obligation under the Agreement or imposed upon him by law in respect to the Services or any portion of the Services.
- e. Subject to Section 7(c) the Town shall, in the event of any termination of this Agreement, pay to the Consultant all amounts for completed work due to the Consultant in accordance with this Agreement as well as all reasonable fees incurred up to the date of termination. The Town shall

have no further liability of any nature whatsoever to the Consultant for any loss of profit or for loss of business opportunity or for any other losses suffered whatsoever, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.

- f. The Consultant shall, upon termination, forthwith deliver to the Town a reproducible copy of all materials used by the Consultant or prepared by the Consultant in relation to this Project.

8. INDEMNITY AND INSURANCE

- a. The Consultant shall indemnify and save harmless the Town, its servants, agents, employees and elected officials, from and against any and all losses, claims, demands, payments, suits, judgments, charges, expenses, actions, causes of actions and costs (including legal costs on a solicitor and his own client basis) suffered by any or all of them resulting from or occurring by reason of any error, omission or willful or negligent act or breach of this Agreement arising out of the performance of the Services by the Consultant or its servants, agents, employees or sub-consultants.
- b. The Consultant shall maintain, at its own expense and in full force and effect with insurers licensed in the Province of Alberta, the following insurance:
- (i) Technology/Errors & Omissions (Professional Liability) in respect to the Services and operations of the Consultant including but not limited to claims arising from errors, omissions, or negligent acts in the performance of professional services. Breach of professional duty and failure to deliver services in accordance with agreed standards or contractual obligations with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
 - (ii) Cyber Liability Insurance coverage in respect of the services and operations of the Consultant of not less than \$5,000,000 per claim per \$5,000,000 aggregate, including:
 - incident response and breach management
 - notification costs,
 - forensics investigation
 - Data restoration,
 - regulatory defense and penalties
 - Privacy and network security liability
 - (iii) Crime/Fidelity Insurance in respect of the services and operations of the Consultant, including coverage for employee dishonesty, with policy limits of not less than \$1,000,000 per occurrence.
 - (iv) Comprehensive General Liability Insurance in respect to the Services and operations of the Consultant for bodily injury and/or property damage with policy limits of not less than [Five Million Dollars (\$5,000,000.00)] per occurrence. Such insurance shall:
 - include the Town as an additional insured
 - contain a cross-liability clause
 - protect the Town from any claims arising out of the services or operations of the Consultant
 - (v) Comprehensive Automobile Liability Insurance on all vehicles owned, operated or licensed in the Consultant's name, with policy limits of not less than \$2,000,000 per occurrence. Such insurance shall cover all sums which the Consultant becomes legally obligated to pay as damages arising from bodily injury (including passenger hazard) and property damage caused by an occurrence.

- c. The aforementioned insurance shall be in a form and with insurers acceptable to the Town's Insurance Broker. Any insurance called for under this Agreement shall be endorsed to provide the Town third (30) days advance written notice of cancellation or material change (material identified as any change restricting or reducing required coverage). Certified copies of the policies shall be provided to the Town by the Consultant or the Consultant's broker upon request by the Town, and evidence of renewal shall be provided to the Town not less than thirty (30) days prior to the expiry dates of the policies.
- d. The Consultant shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Consultant shall maintain the aforementioned insurance from the date of this Agreement until the Services are fully completed.

9. SUBCONSULTANTS

- a. The Consultant may, first obtaining the written approval of the Town, retain the services of one or more sub-consultant(s) as may be required to perform the Services. The Consultant shall obtain the approval of the Town before changing any sub-consultant.
- b. The Consultant shall remain fully responsible for the performance of the Services even if the sub-consultants retained are approved pursuant to Section 9(a) by the Town.
- c. The Consultant shall take all necessary measures to bind all sub-consultants to the terms of this Agreement.

10. ORGANIZATION – EMPLOYMENT DISCLAIMER

- a. The Agreement is for the services of the Consultant, as a separate business unit and neither the Consultant nor its employees, directors, officers, and agents shall be entitled to any benefits of any nature whatsoever available to employees of the Town other than to payments which are expressly provided for herein and those prescribed by law.
- b. The Consultant, in providing the Services under the Agreement, does so under a contract for services and not of service, and is acting as a separate business unit and no agency, partnership, employer-employee or master-servant relationship is intended to be created between the Consultant and the Town.

11. FORCE MAJEURE

- a. Neither the Town nor the Consultant shall be held responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, riots or acts of civil disobedience, embargo, government action, Act of Public Authority, Act of God, or any other causes beyond their control, except labor disruption. Should the Force Majeure last longer than thirty (30) calendar days, the Town may terminate the Agreement.

12. LEGAL REQUIREMENTS

- a. The Consultant shall ensure that the Services comply with all relevant legislation including codes, bylaws and regulations as well as Town policies and procedures. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.
- b. The Consultant shall apply, pay for, and maintain in good standing all necessary permits or licenses

required for the performance of the Services.

- c. The Consultant shall at all times observe all the provisions of the *Labour Relations Code, Workers' Compensation Act, Environmental Protection and Enhancement Act and the Occupational Health and Safety Act* as well as rules and regulations pursuant thereto. In the event the Consultant fails to comply with any legislation or any regulations there under and the Town is required to do any act or thing or take any steps or pay any sums to rectify such non-compliance, the Town may subtract the cost of any such rectifications from any monies owed to the Consultant. Such action shall not be deemed a waiver of any action that the Town may pursue to collect any monies paid herewith that exceed the monies owed to the Consultant.
- d. Without limiting the foregoing, the Consultant represents and warrants that it holds Workers Compensation Board (WCB) Clearance Status and shall continue to hold such status at all times throughout the performance of the Services. If at any time the Consultant's WCB Clearance Status is revoked or suspended, the Town may, without limitation to any other rights or remedies hereunder, immediately suspend the Services at the Consultant's cost until the WCB Clearance Status has been restored or may terminate this Agreement in accordance with Section 7(a).
- e. The Consultant shall be responsible for the safety of workers and equipment on the Project as the Prime Consultant for the work and the worksite under the *Occupational Health and Safety Act*, and for the protection of the environment in relation to the Project. The Consultant shall bring to the attention of all sub-consultants all pertinent provisions of the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act* and regulations thereunder.

13. ASSIGNMENT AND AMENDMENT

- a. The Consultant shall not, without the prior written consent of the Town, assign or in any way transfer its interest in or obligations under this Agreement to any other party. The Consultant acknowledges and accepts that the Town has chosen the Consultant to perform the Services because of the reputation of the Consultant and the qualifications of the persons identified in the Proposal, and the Consultant therefore agrees that the Town may in its absolute discretion refuse to accept any assignment or transfer of the Consultant's interest in or obligations hereunder, even if such refusal may be construed to be arbitrary or unreasonable.
- b. This Agreement shall constitute the entire agreement between the parties related to the subject matter hereof, and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto.
- c. All additions, amendments or modifications of this Agreement shall be binding only if the same is in writing and duly executed. If any terms of the documents incorporated herein, conflict with the terms of this Agreement, the terms and conditions of this Agreement shall prevail.

14. NOTICES

- a. Any notices or other correspondence required to be given to an opposite party except for notice of termination shall be deemed to be adequately given if sent by prepaid registered mail addressed as follows:

To the Town at:
Town of Crossfield
Attention: Chief Administrative Officer
1005 Ross Street, PO Box 500
Crossfield AB T0M 0S0

To the Consultant at:
[INSERT NAME & ADDRESS]

- b. Notice given as aforesaid, if posted in Alberta, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which such notice is mailed.
- c. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice there under.
- d. The word "notice" in this section shall be deemed to include any requests, statements or other writing in this Agreement provided or permitted to be given by the Town to the Consultant or by the Consultant to the Town.

15. SINGULAR AND MASCULINE

- a. Words importing the singular or masculine also include the plural or feminine or body corporate where the context requires.

16. LAWS OF ALBERTA

- a. This Agreement shall be construed in accordance with the laws of the Province of Alberta, and for the purposes of all legal proceedings this Agreement shall be deemed to have been performed in the said Province. If any provision herein contained shall in any way contravene the laws of the Province of Alberta, such provision shall be severed from the Agreement and the remaining provisions shall continue in force and effect. Nothing herein shall restrict the right of the Town to bring action against the Consultant in any Court of competent jurisdiction. The parties hereby irrevocably submit and attorn to the sole and exclusive jurisdiction of the Judicial District of Edmonton in the Province of Alberta for any legal proceeding arising under this Agreement.

17. INTERPRETATION

- a. The headings in this Agreement are for ease of reference only and shall not be taken into consideration in construing or interpreting this Agreement.
- b. If any provision of this Agreement is for any reason, found to be invalid or unenforceable by a body of competent jurisdiction, that provision shall be deemed severed from this Agreement and such invalidity, illegality or unenforceability shall not affect the validity of any other of its provision.

18. TRANSITION ASSISTANCE

- a. Upon termination or expiry of this Agreement, the Consultant shall provide reasonable transition assistance to the Town or a new service provider to ensure continuity of services.
- b. This shall include the transfer of documentation, system configurations, credentials, asset inventories, and any other information required to support the Town's IT environment.
- c. The Consultant shall cooperate in good faith to ensure an orderly transition and shall not withhold or delay access to systems or information.

19. SUCCESSORS

- a. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and, except as hereinbefore provided, the successors and assigns thereof.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper signing officers in that behalf, effective the day and year first above written.

TOWN OF CROSSFIELD

[INSERT CONSULTANT'S NAME]

Date

Date

Town Representative (signature)

Consultant Representative (signature)

Name (print)

Name (print)

Title (print)

Title (print)

