

**RFP Administration Terms and Conditions
September 28, 2009**

1.0 RFP Terminology

Throughout the RFP, terminology is used as follows:

“Alberta Purchasing Connection (“APC”)” means the Government of Alberta’s electronic tendering system.

“Alberta Time” means Mountain Standard Time or Daylight Saving Time as provided for in the Daylight Saving Time Act of Alberta.

“Business Day” means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by Her Majesty.

“Business Hours” means 08:15 to 16:30 Alberta Time on Business Days.

“Consortium” means two or more vendors who together submit a Proposal.

“Contract” means the written agreement, which includes the RFP and the Vendor’s Proposal, between the successful Vendor and Her Majesty to provide the Services and Materials contemplated by the RFP.

“Evaluation Team” means individuals who will evaluate the Proposals on behalf of Her Majesty.

“Fixed Price” means a definite and predetermined price.

“Her Majesty” means Her Majesty the Queen in right of Alberta.

“Materials” means all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, systems, software, source code, documents, writings, programs, hardware, devices, data or any components of these, regardless of how they are represented, stored, produced, or acquired.

“must”, “mandatory”, “required”, “shall” means a requirement that must be met in a substantially unaltered form in order for the Proposal to receive consideration.

“optional” means a requirement not considered essential, but for which preference may be given.

“Personal Information” means recorded information about an identifiable individual, including:

- (i) the individual’s name, home or business address or home or business telephone number;

- (ii) the individual's race, national or ethnic origin, colour or religious or political beliefs or associations;
- (iii) the individual's age, sex, marital status or family status;
- (iv) an identifying number, symbol or other particular assigned to the individual;
- (v) the individual's fingerprints, blood type or inheritable characteristics;
- (vi) information about the individual's health and health care history including information about a physical or mental disability;
- (vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given;
- (viii) anyone else's opinions about the individual; and
- (ix) the individual's personal views or opinions, except if they are about someone else.

"Prime Vendor" means the Vendor in a Consortium that is responsible for the provision of all Services and Materials and is accountable for all terms and conditions of the Contract.

"Procurement Services" means the Contracted Services Section of Service Alberta.

"Proposal" means the Vendor's response to the RFP and includes all the Vendor's attachments and presentation materials.

"Request for Proposals (RFP)" means the solicitation for the Services and Materials including attached appendices.

"Service Alberta" means Her Majesty the Queen in right of Alberta, as represented by the Minister of Service Alberta.

"Services" means the functions, duties, tasks and responsibilities to be provided by the Vendor as described in the Contract.

"should", "desirable" means a provision having a significant degree of importance to the objectives of the RFP.

"Vendor" means an individual, organization or a Consortium responding to the RFP with a Proposal.

Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.

Words in the singular include the plural and vice versa.

2.0 General

2.1 RFP Availability

The Vendor should, when submitting a Proposal, obtain the RFP directly from APC to facilitate receiving any RFP updates/amendments issued by Procurement Services. Proposals that do not comply with the RFP requirements, including if the RFP has been updated/amended, will be rejected.

2.2 Vendor Questions and Communications

All questions and any form of communications with Her Majesty regarding the RFP must be in writing and only be directed to the Contracting Manager unless otherwise advised in writing from the Contracting Manager. Her Majesty is not responsible nor liable for statements or representations made by any other persons in relation to this RFP and may disqualify any Vendor who fails to comply with

this provision. Enquiries to, and responses of, the Contracting Manager will be recorded. The Contracting Manager will respond in writing to the enquiring Vendor and this may, in Her Majesty's discretion, be distributed to all Vendors.

The Vendor has the responsibility to notify the Contracting Manager in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in the RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

In order for Procurement Services to deal effectively with Vendor questions or concerns about any terms, conditions or requirements of the RFP including the Contract provisions, such questions or concerns must be communicated in writing to the Contracting Manager at least seven (7) Business Days prior to the RFP's closing date. Questions received after this time may be answered if time permits.

Verbal responses to enquiries are not binding on any party.

2.3 Confidentiality and Security of Information

The Vendor, the Vendor's employees, subcontractors, and agents shall:

- (a) keep strictly confidential all information concerning Her Majesty or third parties, or any of the business or activities of Her Majesty or third parties acquired as a result of participation in the RFP; and
- (b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of Her Majesty.

The Vendor shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

2.4 Freedom of Information and Protection of Privacy

2.4.1 The Vendor acknowledges that:

- (a) The Freedom of Information and Protection of Privacy Act of Alberta (FOIP) applies to all information and records relating to, or obtained, generated, created, collected or provided under, the RFP or the Contract and which are in the custody or control of Her Majesty. FOIP allows any person a right of access to records in Her Majesty's custody or control, subject to limited and specific exceptions as set out in FOIP;
- (b) FOIP imposes an obligation on Her Majesty, and through the RFP and Contract on the Vendor, to protect the privacy of individuals to whom information relates. The Vendor shall protect the confidentiality and privacy of any individual's Personal Information accessible to the Vendor or collected by the Vendor pursuant to the RFP or the Contract;
- (c) The Vendor, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to Her Majesty considered to be confidential and what harm could reasonably be expected from disclosure. Her Majesty does not warrant that this identification will preclude disclosure under FOIP;

- (d) Materials produced by the Vendor, in connection with or pursuant to the RFP or the Contract, which are the property of Her Majesty pursuant to the RFP or the Contract, could be considered records under the control of a public body and could therefore also be subject to the FOIP before delivery to Her Majesty. As such, the Vendor must conduct itself to a standard consistent with FOIP in relation to such Materials.
- (e) For the records and information obtained or possessed by the Vendor in connection with or pursuant to the RFP or the Contract, and which are in the custody or control of Her Majesty, the Vendor must conduct itself to a standard consistent with FOIP when providing the services or carrying out the duties or other obligations of the Vendor under the RFP or the Contract.

2.4.2 Prior to the start of the Services by the successful Vendor, the Vendor must provide a detailed plan describing the security measures to be implemented to ensure the protection of personal privacy and to ensure that only those employees, subcontractors and agents of the Vendor who are required to have access to, or to collect, Personal Information for the purposes of providing the Services and Materials required under the Contract, are permitted access to that Personal Information. The plan shall address the following requirements, as appropriate for the Proposal:

- (a) manner of collection;
- (b) notification of collection purposes;
- (c) assurance of accuracy;
- (d) plans and controls over data matching and linkage;
- (e) controls over uses and consistent uses;
- (f) controls over disclosure of Personal Information;
- (g) provision for retention and disposal of Personal Information;
- (h) protection of Personal Information from unauthorized access, and
- (i) collection, use, disclosure or disposal.

2.4.3 The purpose for collecting Personal Information for the RFP is to enable Her Majesty to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of Her Majesty. Authority for this collection is the Government Organization Act, as amended from time to time. The Vendor may contact the Contracting Manager identified in the RFP regarding any questions about collection of information pursuant to the RFP.

2.5 Lobbyist Act

2.5.1 The Vendor acknowledges that:

- (a) the Lobbyists Act establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the Lobbyists Act; and
- (b) it is responsible for complying with the Lobbyists Act during the RFP process, and if the successful Vendor, during the Contract.

2.6 Agreement on Internal Trade

The RFP is subject to Chapter 5 of the Agreement on Internal Trade.

2.7 Conflict of Interest

Vendors must fully disclose, in writing to the Contracting Manager on or before the closing date of the RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Vendor were to become a contracting party pursuant to the RFP. Procurement Services shall review any submissions by Vendors under this provision and may reject any Proposals where, in the opinion of Procurement Services, the Vendor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become a contracting party pursuant to the RFP.

2.8 Vendor Expenses

The Vendor is responsible for all costs of preparing and presenting its Proposal and, if applicable, Contract finalization.

2.9 Period of Commitment

Proposals shall be final and binding on the Vendor for 90 days from the RFP's closing date and time.

2.10 Multiple Proposals

If multiple Proposals are offered, the Vendor must submit each Proposal separately in the same format as outlined in the RFP. Proposals must meet the fundamental intent of the RFP. The acceptability of each Proposal will be decided by the Evaluation Team.

2.11 Pricing

Prices quoted shall be in Canadian dollars and exclusive of the Goods and Services Tax and the Harmonized Sales Tax.

If a price extension is incorrect, the unit price will apply. In the event of any inconsistency between words and numbers, words shall govern.

2.12 Waiver

Vendors shall not have any claim for compensation of any kind as a result of participating in this RFP's process, and by submitting a Proposal each Vendor shall be deemed to have waived its right to make a claim.

2.13 Irrevocability of Proposals

Vendors may amend or rescind their Proposal prior to the RFP closing date and time by submitting a clear and detailed written notice to Procurement Services in accordance with section 2.15(d). Subject to section 2.9, all Proposals become irrevocable after the RFP closing date and time.

In either of the following circumstances:

- (a) the Vendor has rescinded a Proposal prior to the RFP closing date and time;
or
- (b) Procurement Services has received the Proposal after the RFP closing date and time;

such Proposal will, at the Vendor's choice, either be returned to the Vendor at the Vendor's expense after the RFP closing date and time, or destroyed by Procurement Services after the RFP closing date and time.

2.14 RFP Closing

The RFP will close at 14:00:59 Alberta Time on the RFP closing date. Proposals shall be received by Procurement Services before 14:01:00 Alberta Time on the RFP closing date. For RFP closing purposes, the official time of receipt of Proposals shall be as determined by the time recorder clock used to time and date stamp Proposals upon submission to Procurement Services.

2.15 Proposal Submissions

Vendors must deliver their Proposals in hardcopy format i.e. paper. Facsimile or digital Proposals in any form (e.g. diskette files, disk files, tape files, e-mailed files) will not be accepted as the Vendor's Proposal. However, to assist the Evaluation Team to perform searches within the Proposal, Vendors are requested to provide an electronic copy of the Proposal (in Microsoft Office format on CD) for the Evaluation Team's convenience. This electronic copy, when provided, will not be accepted in place of the required hardcopy version. If there are any conflicts, discrepancies, errors or omissions between the electronic and hardcopy versions of the Proposal, the hardcopy version will take precedence and govern.

Proposals may be delivered by hand, courier or mail.

Vendors should be aware that Canada Post only delivers Government of Alberta mail with Edmonton addresses to the main Canada Post depot in Edmonton. The Government of Alberta then picks up the mail and distributes it in accordance with the address label. Vendors should consider the above when choosing the method of delivery for their Proposal as it is the Vendor's responsibility to ensure its Proposal is received before the RFP closing date and time at the location specified in the RFP.

In responding to this RFP, your attention is drawn to the following:

- (a) The Proposal Submission Letter in the RFP, or a similar representation of the same information as in that letter, must be completed, signed by an authorized representative of the Vendor and included in the Proposal.
- (b) Proposals received unsigned or after the RFP's closing date and time will be rejected.
- (c) Ambiguous, unclear or unreadable Proposals may be cause for rejection.
- (d) Proposals must be sealed and clearly marked with the RFP's number and RFP closing date and addressed as follows:

Contracted Services Section
Procurement Services
Service Alberta
Capital Health Centre, South Tower
9th Floor, 10030-107 Street
Edmonton, Alberta T5J 3E4

- (e) Submit five (5) bound copies (bound in such a manner that the pages lie and remain flat when opened) and one (1) unbound copy of the Proposal.

2.16 Consent to Use of Information

The Vendor consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by Her Majesty, Her Majesty's employees, subcontractors and agents, to enable Her Majesty to evaluate the Proposal and for other program purposes of Her Majesty. This consent specifies to whom the Personal Information can be disclosed and how the information may be used. The Vendor shall provide such consents to Her Majesty for confirmation and review upon Her Majesty's request.

2.17 Proposal Public Opening

Proposals will be opened publicly at Procurement Services, Capital Health Centre, South Tower, 9th Floor, 10030-107 Street, Edmonton, Alberta immediately following RFP closing.

2.18 Recapitulation of Proposals

Procurement Services reserves the right to publish the names of responding Vendors and any summary cost information deemed appropriate by Procurement Services.

2.19 Proposal Return

Proposals and accompanying documentation, upon receipt by Procurement Services, will become the property of and will be retained by Her Majesty, subject to section 2.13.

2.20 Proposal Irregularity or Non-Compliance

Her Majesty reserves the right to waive an irregularity or non-compliance with the requirements of the RFP where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at Her Majesty's sole discretion.

2.21 Modified RFP Process

In the event no compliant Proposals are submitted in response to the RFP, Her Majesty reserves the right to undertake a Modified RFP Process in order to facilitate the selection of a preferred Vendor. The Modified RFP Process, if employed, will be conducted as follows:

- All Vendors submitting non-compliant Proposals will be requested to prepare a "Modified RFP Process Proposal". The necessity, scope and the timing of such a Modified RFP Process will be at Her Majesty's discretion;
- Details regarding the manner and form of the Modified RFP Process and the expected deliverables to be included therein will be provided in advance to all Vendors who submitted a noncompliant Proposal;

- Modified RFP Process Proposals and accompanying documentation, upon receipt by Procurement Services, will become the property of and be retained by Her Majesty;
- Vendors submitting Modified RFP Process Proposals must meet the fundamental intent of the requirements identified in the Modified RFP Process. The acceptability of any proposed alternative will be determined by the Evaluation Team;
- At the conclusion of the Modified RFP Process, following the Vendors' submission of the Modified RFP Process Proposals, the Evaluation Team will evaluate in accordance with an evaluation plan developed for the Modified RFP Process Proposal and may select the preferred Vendor, if any.

2.22 Proposal Rejection

Procurement Services may reject the lowest cost Proposal, or any or all Proposals.

2.23 Vendor Debriefing

Procurement Services will, at the written request of an unsuccessful Vendor who responded to the RFP, conduct a debriefing for the purpose of informing the Vendor as to why their Proposal was not selected. The unsuccessful Vendor's written request for a debriefing must be received by Procurement Services within ten (10) Business Days of notification to the Vendor that they are unsuccessful.

3.0 Proposal Evaluation

3.1 Evaluation Sequence and Process

3.1.1 Evaluation Process

The Evaluation Team will evaluate Proposals in the sequence identified below.

During the evaluation process, Vendors may be required to provide additional information to clarify statements made in their Proposals.

Each Proposal shall be evaluated separately against the RFP's requirements.

3.1.2 Evaluation Sequence

(a) Mandatory RFP Requirements

Vendors must provide sufficient detail in their Proposal to substantiate compliance with the RFP's mandatory requirements. In addition, Vendors must provide cross references to any parts of the Proposal that contain information that they wish to be considered in the evaluation of any given requirement.

(b) Rated Criteria

The Evaluation Team will further evaluate Proposals against the evaluation criteria in the RFP.

Subject to the requirements of FOIP, such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.

(c) **Shortlisting**

A shortlist of Vendors may be established. Shortlisted Vendors may be requested to make formal presentations regarding their Proposal to the Evaluation Team. Key Vendor management and technical personnel will be expected to participate in presentations. These presentations will be made at no cost to Her Majesty.

3.2 Resource Replacement

Resource replacement is not encouraged, however, there could be circumstances following the RFP closing date and prior to Contract execution that a Vendor may request that a proposed resource be replaced. Any proposed resource replacement must have, in the opinion of Her Majesty, equivalent or better qualifications than the originally proposed resource. Vendors will not receive additional credit in the evaluation process if the qualifications of the replacement resource exceed those of the original resource. Her Majesty reserves the right to deny any request for replacement and reject any proposed replacement.

4.0 Contract

4.1 Contract Finalization

The Contract to be entered into shall be finalized with the Vendor by Her Majesty and shall contain the terms and conditions specified in the RFP.

If, in the opinion of Her Majesty, it appears that a Contract may not be finalized with the preferred Vendor within thirty (30) days, Procurement Services may contract with other Vendors submitting responsive Proposals.

4.2 Order of Precedence

The RFP and the Proposal shall form part of the Contract. In the case of conflicts, discrepancies, errors or omissions among the RFP, the Proposal, and the main body of the Contract, the documents and amendments to them shall take precedence and govern in the following order:

- (a) main body of the Contract
- (b) RFP
- (c) Proposal

4.3 Contractual Warranties

Claims made in the Proposal shall constitute contractual warranties. Any provisions in the Proposal may be included in the main body of the Contract.

4.4 Standards of Care

The Vendor shall perform the Services with reasonable skill, care and diligence and in accordance with the standard of care practiced by leading national and international suppliers of services similar to, or the same as, the Services described in the Contract.

4.5 Consortium Proposals

In the case of Consortium Proposals the Prime Vendor is responsible for all acts, omissions, errors and performance under the Contract.