

SHORT FORM INVITATIONAL RFP TERMS AND CONDITIONS

1. TERMINOLOGY

Throughout the RFP, terminology is used as follows:

1. “Additional Services” means the Services, work, duties, functions and deliverables not otherwise included in the Contract.
2. “Alberta Time” means Mountain Standard Time or Daylight Saving Time as provided for in the Daylight Saving Time Act of Alberta.
3. “Business Day” means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.
4. “Business Hours” means 08:15 to 16:30 Alberta Time on Business Days.
5. “Contract” means the written agreement, which includes the RFP and the Proponent’s Proposal, between the successful Proponent and the Province to provide the Services and Materials contemplated by the RFP.
6. “Consultant” means the legal entity that signs the Contract with the Province. Consultant is the term that is used to refer to the successful Proponent after the Contract is signed.
7. “Fixed Fee” means a definite and predetermined fee.
8. “Hourly Rate Fee” means a definite and predetermined hourly rate.
9. “Unit Rate Fee” means a definite and predetermined unit rate.
10. “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.
11. “must”, “required”, “shall” means a requirement that must be met in a substantially unaltered form in order for the Proposal to receive consideration.
12. “optional” means a requirement not considered essential, but for which preference may be given.
13. “Personal Information” means recorded information about an identifiable individual, including:

1. the individual's name, home or business address or home or business telephone number;
 2. the individual's race, national or ethnic origin, colour or religious or political beliefs or associations;
 3. the individual's age, sex, marital status or family status;
 4. an identifying number, symbol or other particular assigned to the individual;
 5. the individual's fingerprints, blood type or inheritable characteristics;
 6. information about the individual's health and health care history including information about a physical or mental disability;
 7. information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given;
 8. anyone else's opinions about the individual; and
 9. the individual's personal views or opinions, except if they are about someone else.
14. "Proponent" means a legal entity responding to the RFP with a Proposal.
 15. "Proposal" means the Proponent's response to the RFP and includes all the Proponent's attachments and presentation materials.
 16. "Province" means Her Majesty the Queen in right of Alberta as represented by the Minister of Infrastructure, or his duly authorized representatives.
 17. "Request for Proposal" or "RFP" means the solicitation for the Services including appendices, if any.
 18. "Subconsultant" means a person or firm with whom the Consultant enters into a contract to perform part of the Services.
 19. "Services" means the Materials, work, functions, duties, tasks and responsibilities to be provided by the Proponent as described in the Contract.
 20. Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
 21. Words in the singular include the plural and vice versa.

2. RFP AVAILABILITY

1. The RFP including addenda as applicable will be distributed via e-mail.

3. PROPONENT QUESTIONS AND COMMUNICATIONS

1. Submit questions about the RFP to the individual identified under "Inquiries Contact" on the cover of the RFP document.
2. If an inquiry requires an interpretation or modification of the RFP, the response to that inquiry will be issued in the form of a written addendum only.
3. Submit inquiries as early as possible before the RFP closing time. If an inquiry requires an interpretation or modification of the RFP, but is received too close to the RFP closing time to permit issuance of an addendum, the Province may be unable to respond to that inquiry.
4. Any replies to inquiries or interpretations or modifications of the RFP made verbally, or by any manner other than in the form of a written addendum, are not binding on the Province.

4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

The Proponent acknowledges that:

1. The *FOIP Act* 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 under the control of the Province. The *FOIP Act* allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in the *FOIP Act*; and
2. The Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure under the *FOIP Act*.
3. The purpose of collecting Personal Information for the RFP is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of the Province. Authority for this collection is the *Government Organization Act (Alberta)*, as amended from time to time and section 33 (c) of the *FOIP Act*. The Proponent may contact the inquiries contact identified on the cover of the RFP regarding any questions about collection of Personal Information pursuant to the RFP.
4. The Proponent 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 the Province, the Province's employees, subcontractors and agents, to enable the Province to evaluate the Proposal and for other program purposes of the Province. The Proponent must provide those written consents within two (2) Business Days of a request by the Province to do so.

5. ACTS AND REGULATIONS

1. The Proponent acknowledges and is responsible for complying with all the applicable Acts, Statutes and Regulations in Alberta including Lobbyists Act, FOIP Act, Conflicts of Interest Act, and Workers' Compensation Act.

6. CONFLICT OF INTEREST

1. Proponents must fully disclose, in writing to the Province 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 Proponent were to become a contracting party pursuant to the RFP. The Province shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of the Province, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to the RFP.

7. PROPONENT EXPENSES

1. The Proponent is responsible for all costs of preparing and presenting its Proposal.

8. PROPOSAL

1. A proponent must not submit more than one Proposal.

9. FEE

1. Submit a fee for the Services in Canadian dollars and exclusive of the Goods and Services Tax and the Harmonized Sales Tax.
2. In the event of hourly rate fee proposal, if arithmetical errors are discovered in extended amount, the Hourly Rate Fee shall be considered as representing the Proponent's intentions and the extended amount and the total amount entered in the schedule of hourly rates will be corrected accordingly by the Province.
3. In the event of Unit rate fee proposal, if arithmetical errors are discovered in extended amount, the Unit Rate Fee shall be considered as representing the Proponent's intentions and the extended amount and the total amount entered in the schedule of Unit rates will be corrected accordingly by the Province.

10. WAIVER

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

11. PROPOSAL AMENDMENTS

1. Proponents may amend or rescind their Proposal prior to the RFP closing date and time by submitting a clear and detailed written / e-mail notice to the Province.

12. RFP CLOSING

1. The Province will receive Proposals through e-mail and no later than RFP closing date and time as indicated on the cover of the RFP.
2. Proposals received after the RFP closing date and time will be rejected.

13. PROPOSAL SUBMISSIONS

1. Submit Proposals by e-mail to the 'E-mail Address' identified at the cover of the RFP.
2. When sending Proposals via e-mail, the Proponent is responsible for ensuring that its Proposal is received before the RFP closing date and time at the e-mail address specified in the RFP. The Province assumes no responsibility for server availability or any other technical problem that prevents the Proposal from being received by, or opened after, the RFP closing date and time.

14. CONSENT TO USE OF INFORMATION

1. The Proponent 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 the Province, the Province's employees, subcontractors and agents, to enable the Province to evaluate the Proposal and for other program purposes of the Province. This consent specifies to whom the Personal Information can be disclosed and how the information may be used. The Proponent shall provide such consents to the Province for confirmation and review upon the Province's request.

15. PROPOSAL PUBLIC OPENING

1. Proposals will not be opened in public.

16. RECAPITULATION OF PROPOSALS

1. The Province reserves the right to publish the names of responding Proponents and any summary cost information deemed appropriate by the Province.

17. PROPOSAL RETENTION

1. Proposals and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province, subject to section 11 above.

18. PROPOSAL IRREGULARITY OR NON-COMPLIANCE

1. The Province 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 the Province's sole discretion.

19. PROPOSAL REJECTION

1. The Province may reject the lowest cost Proposal, or any or all Proposals.

20. PROPONENT DEBRIEFING

1. The Province will debrief an unsuccessful Proponent who responded to the RFP, at the written request received by the Province within ten (10) Business Days of notification to the Proponent that they are unsuccessful.

21. PROPOSAL EVALUATION

1. Proposals will be evaluated 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, fee amounts shall be released to any party.

22. REFERENCES

1. The Province may conduct reference checks of Proponents or their proposed resources. The Province may contact references, including references other than those submitted by the Proponent. The Proposal may be rejected if, in the opinion of the Province, the Proponent or any proposed resource receives unsatisfactory references.
2. If references are included as part of the RFP requirements and have not been provided with the Proposal at the RFP closing date and time, they must be provided by the Proponent to the Province within two (2) Business Days of a written request.

23. CONTRACT

1. Contract Finalization:
 1. The Contract to be entered into shall be finalized with the preferred Proponent by the Province and shall contain the terms and conditions specified in the RFP.
 2. If, in the opinion of the Province, it appears that a Contract may not be finalized with the preferred Proponent within fifteen (15) days of the issuance of the Contract, the Province may contract with other Proponents submitting responsive Proposals.
2. Order of Precedence:
 1. The RFP and the Proposal shall form part of the Contract. In the case of conflicts, discrepancies, errors or omissions among 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:
 1. The main body of the Contract;
 2. The RFP document;
 3. The Consultant's Proposal.
3. Contractual Warranties:
 1. Claims made in the Proposal shall constitute contractual warranties. Any provisions in the Proposal may be included in the main body of the Contract.

End of RFP Terms and Conditions