

Request for Proposals (RFP)
Consulting & Business Services
RFP AB-2010-04564

Project Name:

Career and Workplace Resources (CWR) Indexing and Editing Project

OBJECTIVE:

To facilitate the provision of current and accurate post-secondary educational program information to Albertans through the *EDinfo* auxiliary site alis.alberta.ca/edinfo within the *ALIS* (Alberta Learning Information Service) website. This includes the Program Charts in the annual *Time to Choose a post secondary education program* publication by maintaining and updating existing indexes. The project will also include indexing of ALIS Tip Sheets and other indexing and editing as required for both print publications and the ALIS website.

DEPARTMENT:

Alberta Employment and Immigration

CONTACT:

All enquiries pertaining to this RFP must be directed to the following person:

Name	Maureen Scrutton
Title	EDinfo Coordinator / Project Support
Department	Alberta Employment & Immigration
Division and Branch	Strategic Corporate Services, Career & Workplace Resources
Address	12 th Floor, South Tower, 10030-107 St. Edmonton, AB T5J 3E4
Telephone	780-422-5282
Facsimile	780-422-5319
Email	maureen.scrutton@gov.ab.ca

CLOSING DATE AND TIME:

Proposals **MUST** be received at the address listed above under Contact by **2 p.m. local time on October 1, 2010.**

Note: Interested Proponents are advised to return the Receipt Confirmation Form (i.e. intention to submit a proposal) Appendix 1 by **September 17, 2010** via fax or email to ensure receiving any further information regarding this RFP. Please send any queries about the RFP in writing by email by 4:30 p.m. **September 22, 2010** to maureen.scrutton@gov.ab.ca. A written response from AE&I will be provided by email to all proponents who have confirmed their intention to respond to this RFP by **September 27, 2010**. The questions and responses will also be posted to the Alberta Purchasing Connection.

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1. SCOPE

1.1 RFP Purpose

The Minister intends to identify and select the most qualified proponent(s) to provide the services described in this RFP.

1.2 Project Background

The Career and Workplace Resources (CWR) branch of Alberta Employment and Immigration develops, publishes, promotes and distributes career-related, learning-related, workplace and labour market information resources. These products are intended to provide the general public with current and accurate career/educational planning, workplace and labour market information, and to supply career practitioners with professional development materials.

Information on post-secondary educational programs offered in Alberta and distance learning programs in Western Canada is provided through EDinfo on the ALIS website (alis.alberta.ca) and the annual *Time to Choose a post-secondary education program* printed publication.

(<http://alis.alberta.ca/ep/careershop/showproduct.html?DisplayCode=PRODUCT&EntityKey=6255>) EDinfo has over 2600 program records in its database.

EDinfo's search features include the following capabilities: search by Key Words, search by Major and Minor Subject groupings and search by National Occupational Classification (NOC) numbers. The website can also be searched by type of institution and area of the province that institutions are located.

Tip Sheet articles on the ALIS website provide information, advice, encouragement and ideas to help Albertans achieve their career, education and employment goals.

Indexing and editing of print and online products is required to facilitate print and web product development.

1.3 Project Description

This project involves maintaining and updating existing lists, indexes and metadata of educational program categories (major and minor subject groups), key words and NOC codes linked to educational programs in the EDinfo section of the ALIS website. This project includes maintaining those established lists of educational programs and transferring and maintaining them on the Program Charts that are integrated into the *Time to Choose a post-secondary education program* publication which the branch produces yearly. ALIS Tip Sheets are also indexed by this project on an as-need basis as metadata is required. This project will also include editing and indexing of print and online products.

1.3.1 Client Group

Albertans who would like to access information on their post-secondary education options. The client group is all Albertans who access the print and online (ALIS) products and information on services which are facilitated by the editing and indexing of this contract.

1.3.2 Location of Services

CWR branch is located in Edmonton, Alberta but the work is such that services for this contract can be provided from anywhere in Canada.

1.3.3 Description of Services

In coordination with the Career and Workplace Resources branch the successful proponent will:

1. Update, enhance and maintain the existing indexes for EDinfo on ALIS. Make direct entries into the Program Registry System (PRS) database (or its replacement). Some examples of activities are:
 - a. reviewing all program changes made to EDinfo upon notification of such,
 - b. performing the appropriate deletions and additions to the master Excel files of the original indexes and to the lists of related key words and NOC numbers in the PRS database (or its replacement).
2. Produce updated Program Charts for the *Time to Choose* publication, in an Excel spreadsheet format as required yearly through the life of the contract. This portion of the project also includes indexing of the whole *Time to Choose* publication.
3. Conduct internet research related to programs of study, subject category classifications, NOC descriptions and numbers and key words as necessary. The purpose is to ensure the accuracy of the search features on the EDinfo website.
4. Evaluate, on a continuous basis, the suitability of existing Major and Minor Subject Group titles and the classification of educational programs on EDinfo. Make appropriate changes and reorganize the titles and the database/application as needed.
5. Produce formatted indexes for EDinfo in an Excel file format ready for importing into a database and a revised master archive file of the original indexes upon request.
6. Index new and revised ALIS Tip Sheets, includes producing and updating summary lists of key words and audiences and suggestions for linking to other Tip Sheets.

7. Other branch indexing and editing of print and online products as required. Editing work may include substantive editing, copy editing, proofreading and web editing. Knowledge of current editing practices and professional standards is desirable.
8. Be available for consultation and application testing for the replacement for the current database.
9. There may be a requirement to interact with stakeholders in the Government of Canada, AE&I and its ALIS partner ministries (AAET and AE) and within the Government of Alberta as a whole as well as other stakeholders as needed.

1.3.4 Resource Requirements

Proponent must have internet access to facilitate email contact, file transfer, research, database or application capability on their computer system. The proponent must be familiar with and able to use Microsoft Word and Excel programs.

1.3.5 E&I Inputs

Maureen Scrutton is the Project Manager and will be the communication link between the Contractor and Alberta Employment and Immigration (Career and Workplace Resources branch). Maureen will meet with the Contractor to provide an initial orientation to the project. Maureen and other members of the CWR branch will provide ongoing support and feedback to the Contractor and will help resolve issues related to the project.

Copies of supporting documentation will be provided to the successful Proponent.

The project manager will provide access and instructions to the PRS database (and/or its replacement) and provide the *Time to Choose a post-secondary education program* publication.

1.3.6 Reporting Requirements (for Monitoring Purposes)

- The Contractor will meet with the Project Manager for orientation purposes prior to beginning the project,
- The Contractor will keep the Project Manager informed of the progress of the project (through regular meetings, email, phone contact and written correspondence) as per an agreed-upon schedule,
- The Contractor is responsible for keeping notes of decisions made during discussions and meetings with the Project Manager, The Contractor will provide:

- a. Regular updates of EDinfo lists and indexes electronically, with importation into the PRS database (or it's replacement),
 - b. Monthly reports of activities if requested,
 - c. Program Charts produced and delivered yearly for insertion into the print publication (*Time to Choose a post-secondary education program*),
 - d. Documentation of work performed for ALIS Tip Sheets,
 - e. Final documentation on other editing and indexing projects provided to appropriate project manager,
 - f. Final report at end of contract with up-to-date electronic copies of the EDinfo master archive files.
- By the conclusion of the project, the Contractor is responsible for submitting all expected reports and any other required documentation as agreed to in Schedule A of the contract. This could include the contact information for any individuals or organizations consulted during the project.

1.3.7 Expected Results / Outcomes

- The EDinfo website will be: updated, enhanced and have indexes maintained.
- Program Charts are produced by a set deadline, determined by the CWR Print Team for the *Time to Choose a post-secondary education program* publication,
- Indexing of new ALIS Tip Sheets,
- Documentation (as outlined by project manager) on the indexing or editing work for assigned projects.

1.3.8 Payment to Contractor

Payments will be made after the successful completion of and submission to the Project Manager of the deliverables outlined in the Contract.

1.3.9 Contract Term

The expected contract duration will be from November 1, 2010 to March 31, 2013.

The Minister may consider renewal of this contract for a further term of up to one year subject to, but not limited to the following:

- Successful outcomes of the contract
- E&I priorities
- Local labour market conditions
- Availability of funding

1.3.10 Budget

Payments will be made after the successful completion of and submission to the Project Manager of the deliverables outlined in the Contract. The maximum cost of this contract for its entire duration is \$65,500. The entire duration of this

project is November 1, 2010 to March 31, 2013 (see chart below).

November 2010 – March 31, 2011	Up To
• EDinfo (at hourly rate, approximately 50 hours)	\$3,000
• ALIS Tip Sheets (at hourly rate, approximately 8 hours)	\$500
• On demand indexing and editing projects (as required)	\$8,000
TOTAL	\$11,500

April 1, 2011 – March 31, 2012	Up To
• EDinfo and Time to Choose (at hourly rate, approximately 250 hours)	\$15,000
• ALIS Tip Sheets (at hourly rate, approximately 17 hours)	\$1,000
• On demand indexing and editing projects (as required)	\$11,000
TOTAL	\$27,000

April 1, 2012 – March 31, 2013	Up To
• EDinfo and Time to Choose (at hourly rate, approximately 250 hours)	\$15,000
• ALIS Tip Sheets (at hourly rate, approximately 17 hours)	\$1,000
• On demand indexing and editing projects (as required)	\$11,000
TOTAL	\$27,000

1.4 Contractors and the Freedom of Information and Protection of Privacy (FOIP) Act

The *Freedom of Information and Protection of Privacy (FOIP) Act* places legal responsibilities on Employment and Immigration (E&I), and by extension its contractors, for the protection of personal information collected, used, disclosed and managed as a result of the contract.

The *FOIP Act* applies to all records in the custody or under the control of a public body. In the case of a contract with the Minister, E&I is the public body.

As a result, records in the hands of contractors that are under E&I's control are subject to both the access and privacy provisions of the *FOIP Act*.

2. PROPOSAL CONTENT AND SUBMISSION

2.1 Proposal Structure

Evaluation of proposals is made easier when proponents respond in a similar manner. The following format and sequence should be followed in order to provide consistency in proponent response and to ensure that each proposal receives full consideration. All pages should be consecutively numbered.

PROPOSAL COVER PAGE (See Appendix 2)

TABLE OF CONTENTS Show the page numbers of all major headings.

LETTER OF INTRODUCTION The letter should introduce the proponent and the proposal and be signed by the person(s) authorized, to sign on behalf of, and bind the firm to statements made in the proposal.

PROPONENT QUALIFICATIONS See Section 2.3

PROJECT PLAN See Section 2.3

PROJECT COST See Section 2.3

APPENDIX Include three (3) references with contact information (Appendix 4). Include resumes of all individuals working on the project.

2.2 Mandatory Submission Requirements

The following mandatory requirements must be met for proposals to be considered:

- ❑ Five (5) copies of the complete proposal and an electronic copy on a CD Rom or DVD must be received by October 1st, 2010 at 2:00 pm at the location listed in the contact section of this RFP (pg. 1). Late proposals will not be accepted and will be returned, unopened, to the proponent.
- ❑ Proposals must be accompanied by a completed Proposal Cover Page (see Appendix 2) signed by the persons(s) authorized to sign on behalf of the proponent to bind the proponent to statements made in response to this solicitation.

2.3 Submission Requirements on Which Proposals will be Rated

Proposals meeting all mandatory requirements will be assessed and scored based on responses to the following:

1. Proponent Qualifications (35%)
 - Demonstrate experience with and knowledge about the topics and scope of the project (minimum two years experience).
2. Project Plan (35%)
 - Demonstration of a clear understanding of the objectives and deliverables of the project, its scope and the timelines.
 - Summary of the approach to be used in developing and completing the project.
 - Demonstration of creativity and initiatives in the proposed work plan.
 - Identification of any project-related risks (barriers) and a plan to minimize these possible risks.
 - Summary of a work plan to complete the project tasks within the timelines.
3. Project Cost (30%)
 - Indicate total cost and demonstrate cost-effectiveness.
 - Quote an hourly rate for all work to be completed.
 - Show a reasonable budget break down for all items outlined in "Description of Services" (1.3.3)
 - Show a feasible and realistic proposed payment schedule.
 - The maximum cost of this contract for its entire duration is \$65,500. The entire duration of this project is November 1, 2010 to March 31, 2013.

Note: Any costs related to travel or administration (telephone, fax, courier, etc.) should be incorporated or built into the total budget. Additional expenses beyond the project costs and budget will not be accepted.

When a minimum score for categories is specified, proposals that do not meet the minimum score in each category will be disqualified and will receive no further consideration.

2.4 Additional Submission Considerations

- ❑ Proposals should be submitted in a sealed envelope and be clearly marked with the name of the RFP, the ministry's contact name and address and return address of proponent.
- ❑ Proposals should be no longer than fifteen (15) pages (excluding appendices). Also, appendices should not exceed ten (10) pages.
- ❑ Proposals should use a minimum of 11 point font, on Letter size paper

- with one (1) inch margins. All pages of the proposal and appendices should be consecutively numbered. We recommend you not use coloured cells in any tables as these do not photocopy well.
- ❑ When referring back to the RFP, simply reference the page and section rather than restating the RFP.
 - ❑ The RFP should have been accessed through Alberta Purchasing Connection (APC), an electronic tendering process. This is where official documents related to the competition are posted, including modifications and updates. For more information visit www.purchasingconnection.ca

3. PROPOSAL EVALUATION

3.1 Evaluation Process

Proposals will be evaluated in an objective manner by a review panel formed by the Minister.

Proposals will be checked against the mandatory requirements listed in 2.2. Proposals not meeting all mandatory requirements will be rejected without further consideration.

Proposals that do meet all mandatory requirements will then be assessed and scored against the criteria in 2.3 Submission Requirements on Which Proposals will be Rated.

When a minimum score for categories is specified, proposals that do not meet the minimum score in each category will be disqualified and will receive no further consideration.

The intent is to enter into negotiations with the lead proponent(s).

3.2 Evaluation Criteria

The evaluation criteria of proposals will be distributed among the major categories named in 2.3.

Proposals will be evaluated in an objective manner by a review panel formed by the Minister's representative.

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration.

3.3 Shortlisted Proponents

Based on the proposal scores, a shortlist of the highest-ranking proponents may be developed. Shortlisted proponents may be invited for an interview.

3.4 References

References will be evaluated for the Leading Proponent(s).
Please use the references form in Appendix 4 to list references.

4. COMPETITION CONDITIONS

The following terms will apply to this RFP and to any subsequent contract(s).
Submission of a proposal in response to this RFP indicates acceptance of all the following terms.

GENERAL CONDITIONS

4.1 Acceptance of Proposals

This RFP should not be considered as an agreement to purchase goods or services. The Minister is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria. The Minister will be under no obligation to receive further information, whether written or oral, from any proponent.

Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

4.2 Definition of Contract

Only the full execution of a written contract will constitute a contract for the services, and no proponent will acquire any legal or equitable rights or privileges relative to the services until this occurs.

4.3 Right to Accept or Reject Proposals

The Minister reserves the right to accept or reject any or all proposals in whole or in part.

4.4 Use of a Request for Proposals

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

4.5 Modification of Terms

The Minister reserves the right to modify the terms of the solicitation at any time at its sole discretion prior to and including the closing date of the competition.

4.6 Enquiries

All enquiries related to this RFP are to be directed, in writing, to the contact listed on the cover page of this RFP. Information obtained from any other source is not official and should not be relied upon. Enquires must be submitted no later than September 15, 2010. Enquiries and responses will be posted on APC.

4.7 Working Language of the Province

The working language of the Province of Alberta is English and all responses to this solicitation must be in English.

4.8 Alternative Solutions

If alternative solutions are offered, please submit the information in the same format as separate proposals.

ELIGIBILITY AND RECIPROCITY

4.9 Reciprocity

The Minister may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from an Albertan supplier.

4.10 Eligibility

- a) Proposals will not be evaluated if the proponent's current or past corporate or other interests may, in the Minister's opinion, give rise to a conflict of interest in connection with this project.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other proponents.

4.11 Lobbyists Act

The proponent acknowledges that:

- a) the Lobbyists Act establishes certain obligation 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 proponent during the Contract.

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

4.12 Acceptance of Contract Terms and Conditions

The Contract to be negotiated and executed by the Minister and the successful proponent will be substantially similar in form and content to the Sample

Contract (posted on APC in conjunction with this RFP). Proponents acknowledge that by submitting a proposal in response to this solicitation, they agree to provide their proposed services based on, but not limited to, the terms and conditions of the Sample Contract.

4.13 Liability for Errors

While the Minister has used considerable efforts to ensure an accurate representation of information in this solicitation document, the information contained in this solicitation document is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Minister, nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation document is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this solicitation document.

4.14 Agreement with Terms

By submitting a proposal the proponent agrees to all the terms and conditions of this solicitation document. Proponents who have obtained the document electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

4.15 Changes to Proposal Wording

The proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Minister for purposes of clarification.

4.16 Successful Proposal

By submission of a proposal, the proponent agrees that should its proposal be deemed successful, the proponent would enter into a contract with the Minister.

4.17 Submission of Proposals

By submission of a clear and detailed written notice, the proponent may amend or withdraw its proposal **prior to the closing date and time**. Upon closing time, all proposals become irrevocable. By submission of a proposal, the proponent agrees that, should its proposal be deemed successful, the proponent will enter into a contract with the Minister.

Proposals will not be returned. Submitted proposals become property of the Minister.

4.18 Supplementary Information

Proponents may be required to provide supplementary information after the closing date and prior to the award.

Contractors may be required to supply supplementary information after a

decision for successful Contractor has been made.

4.19 Delay in Negotiating a Contract

If a written contract cannot be negotiated within a reasonable period of time with the successful proponent, the Minister may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a Contract with the next qualified proponent or choose to terminate the solicitation process and not enter into a Contract with any of the proponents.

PRICING

4.20 Firm Pricing

Proposals must be firm for at least 90 business days after the closing date. Unless otherwise agreed to by the Minister, prices will be firm for the entire Contract period.

4.21 Currency and Taxes

Prices quoted are to include the costs of all services to be rendered including any and all travel and delivery expenses. The price shall be in Canadian dollars, inclusive of duty where applicable and exclusive of Goods and Services Tax, Harmonized Sales Tax and Provincial Sales Tax.

4.22 Completeness of Proposal

By submission of a proposal the proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

JOINT VENTURES AND SUBCONTRACTING

4.23 Joint Ventures

Joint submissions resulting from proposed joint ventures by two or more proponents are acceptable. However, in this case, one of the proponents must be prepared to take overall responsibility for successful interconnection of the project or services being proposed, and this must be defined in the proposal and any subsequent contract.

4.24 Subcontracting

- a) Using a sub-contractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two or more proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines, and this must be defined in the proposal.

Proponent should clearly indicate any partnership agreement or sub-contracting arrangement or anticipated agreement or arrangement within their proposal. Copies of any current legal agreements and letters of intent should be included.

- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Minister's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this solicitation document.

INSURANCE

4.25 Insurance

The Contractor is required to comply with the minimum insurance requirements in the Risk Management and Insurance section of the contract. The Contractor is responsible to determine its own insurance needs and specified insurance requirements.

EXPENSES

4.26 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Minister, if any. If the Minister elects to reject all proposals, at whatever stage of the contract acquisition process, including negotiations intended to result in contract award, the Minister will not be liable to any proponent for any claims, whether for costs or damages incurred by the proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

4.27 Limitation of Damages for Successful Proponent(s)

The proponent who is selected to negotiate a contract with the Minister agrees to not claim damages, for whatever reason, relating to the Contract in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and agrees to waive any claim for loss of profits if no contract is made with the proponent or if the contract is terminated before the end of the agreed-to term of the contract.

COMPETITIVE PROCESS

4.28 Notification of Competition Results

At the conclusion of the solicitation process, all proponents will be notified. Proponents will be notified by mail within approximately 45 business days after

the closing date.

4.29 Proposal Rating Disclosure

Proposals will be evaluated using specific evaluation criteria. These criteria will be used to rate each proponent's ability to meet the requirements set out in this RFP. Ratings will not be disclosed except where disclosure must be made under the *FOIP Act*. You may discuss your own proposal and your rating with the contact listed on page 1 of this RFP without making a FOIP request.

4.30 Debriefing

At the conclusion of the solicitation process all proponents will be notified. Proponents may request a debriefing from the contact listed on the cover page of this RFP. The request should be made within 10 business days of receiving notification. The debriefing can be a meeting with Selection Committee representatives or a written debriefing that is provided to the proponent. The debriefing is intended to provide information to the proponent. If the proponent wishes to have other parties attend a debriefing meeting, this must be stated in their debriefing request, and it will be subject to the approval of the Minister.

4.31 Competitive Process Complaint Resolution (CPCR) Procedure

To ensure fair, open and impartial contract acquisition procedures, the Minister has adopted complaint resolution procedures. The CPCR procedure shall only review the procurement and contracting processes and will not discuss evaluation scores resulting from the proper exercise of discretion by an Evaluation Committee. Please direct any enquiries related to the CPCR to the contact listed on the cover page of this RFP.

The Trade Development Office of the Procurement Services branch of the Department of Service Alberta is responsible for Alberta Government procurement disputes related to all domestic trade agreements. In addition to E&I's complaint resolution procedure, proponents may also contact the Trade Development Office at (780) 427-0233 regarding any procurement related dispute.

The essential steps in the CPCR process are outlined below:

- If the proponent is dissatisfied after the debriefing, they can request a meeting with Divisional Management for further discussion of their issues.
- Proponents must request a meeting with Divisional Management within five (5) business days from the date they are debriefed. The request must be made in writing and should outline the issues to be discussed. The request should be faxed or e-mailed to the contact listed on the cover page of this RFP.
- Proponents may only present information in their complaint that was provided during the competitive process. New information will not be

- considered.
- The meeting is intended to be with the proponent. If the proponent wishes to have other parties attend the meeting, this must be stated in their request, and it will be subject to the approval of the Minister.
 - The meeting with the Regional Director is the final step in the CPR process.
 - If, following the meeting, the proponent is still dissatisfied, the issue will be referred to the Trade Development Office of the Procurement Services branch of the Department of Service Alberta.

DEFINITIONS

4.32 RFP Definitions

- a) “Minister” means Her Majesty the Queen in Right of the Province of Alberta as represented by the Minister, Alberta Employment and Immigration;
- b) “contractor” means the successful proponent who enters into a written Contract with the Minister;
- c) “proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this RFP;
- d) “contract” means the written agreement resulting from this RFP executed by the Minister and the Contractor;
- e) “must”, “mandatory,” or “required,” means a requirement that must be met in order for a proposal to receive consideration;
- f) “should” or “desirable” means an item having a significant degree of importance to the objectives of the RFP.

USE OF INFORMATION

4.33 Information Collection

The purpose of collecting the information required in this RFP is to enable the Minister to ensure the accuracy and reliability of the proposal, and to enable the selection committee to evaluate responses to this RFP and for other related program purposes. Authority for this collection is section 8(2) of the Government Organization Act. The Minister reserves the right to verify any information provided.

4.34 Confidentiality of Information

Information pertaining to the Minister obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Minister.

4.35 Freedom of Information and Protection of Privacy Act (“FOIP Act”) Responsibilities of Contractors

Compliance with FOIP Act Access Provisions

All documents submitted to the Minister under a proposal are subject to the access provisions of the *FOIP Act*. The *Act* allows any person a right to request access to records in the custody or under the control of the Minister with limited and specific exceptions.



APPENDIX 1

INTENT TO SUBMIT A PROPOSAL

Project Title: Career and Workplace Resources (CWR) Indexing and Editing Project
Closing Date: October 1, 2010
Request for Proposal ID Number: RFP AB-2010-04564
E&I Contact Person: Maureen Scrutton
Fax Number: 780-422-5319

If you intend to submit a proposal in response to this Request for Proposals (RFP) and want to ensure that you are notified of any changes or additional information related to this RFP, please complete this form and fax it to the above contact person by: **September 17, 2010**

Company:			
Street address:			
City/Province:		Postal Code:	
Mailing address if different:			
Phone number:		Fax number:	
Contact person:			
E-mail:			
☐	I will be submitting a proposal for this contract		
☐	I will not be submitting a proposal for this contract		

Signature: _____

Title: _____

APPENDIX 2

PROPOSAL COVER PAGE

Information collected on this form will be used by Employment and Immigration (E&I) in the review of your proposal under Section 8(2) of the Government Organization Act (Alberta). The privacy provisions of the Freedom of Information and Protection of Privacy Act (FOIP) protect your personal information. If you have any questions about the collection of this information, you may contact the person on the front page of this RFP.

1. RFP Title:
2. Reference number from the Alberta Purchasing Connection (APC):
3. Organization (Operating) Name:
4. Organization (Legal) Name:
(if different from Operating Name)
 - i) Corporate Registry Number (if applicable):
5. Mailing Address:
 - i) Delivery Address:
(If different from Mailing)
6. Contact Person and Position:

Phone Number: Fax Number: Email:
7. Alternate Contact Person and Position:

Phone Number: Fax Number: Email:
8. Name and position of Authorized Signing Officer:
9. Signature of Authorized Signing Officer:

APPENDIX 3

SAMPLE CONTRACT

Contract #: [[ContractAmend]]

This is a Contract dated _____ between HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Employment and Immigration ("Minister") and [[udf_vendor_name]] ("Contractor") for provision of the Services described below.

The parties agree as follows:

1. TERM

The term of this Contract is from [[ContStartDtAlpha]] to and including ContEndDtAlpha]] ("Term").

2. SCHEDULES

1. The following Schedules are attached to and form part of this Contract:

Schedule "A" – Services

Schedule "B" – Payments

Schedule "C" – Other Schedule (name or delete as applicable)

3. SERVICES

1. The Contractor shall provide the services as outlined in Schedule "A".

4. INVOICING AND PAYMENT

1. The Minister shall pay the Contractor a maximum of [[ContAmt]] in accordance with Schedule "B" and in accordance with the following terms and conditions of this Contract:

- a. the Legislature of Alberta appropriating sufficient funds for the purposes of this Contract;
- b. the Services being provided to the satisfaction of the Minister; and
- c. any other term or condition of this Contract.

2. The Contractor shall submit invoices on a monthly basis, unless otherwise agreed by the parties. Invoice information shall include:

- a. date of invoice;
- b. invoice number;
- c. agency (legal or corporate name), address, phone number, contact person;
- d. name and address of the Minister's Representative;
- e. program specific information where applicable as follows:
 - i. Contract number;
 - ii. period for which payment is being claimed;
 - iii. the Services being claimed, as described in Schedule "A".
 - iv. the dollar amount claimed per Service; and
 - v. the total amount being claimed; and
- f. any other information defined in this Contract.

3. The Contractor shall submit the final invoice within 30 days following the end of the Term, unless otherwise agreed by the parties.

4. The Minister will pay invoices within 30 days from the invoice date or the date

Services are completed or performed, whichever is later.

5. The Services provided under this Contract are being purchased by the Minister on behalf of the Alberta Crown and therefore are not subject to the federal Goods and Services Tax (G.S.T.) nor the Harmonized Sales Tax (H.S.T.).

5. CONCLUSION OR TERMINATION OF THE CONTRACT

1. At the end of the Term, the parties will be said to have concluded this Contract.

2. If this Contract is terminated, ended or cancelled prior to the end of the Term, the parties will be said to have terminated this Contract.

3. Either party may terminate this Contract by giving 30 days written notice to the other party. The notice given by the terminating party to the other party will be for immediate termination of the Contract following the 30 day period of written notice under terms and

conditions as determined by the parties. Written notice of termination must be by personal delivery or prepaid registered mail as per Section 16.

4. The Minister may terminate this Contract with cause and without written notice. The direction given by the Minister to the Contractor will be for immediate termination of the Contract and for immediate termination of the Services.

5. The Minister shall pay the Contractor at the rates set out in Schedule "B" for any portion of the Services provided to the Minister's satisfaction as of the effective date of termination of the Contract.

6. If the Minister terminates this Contract or if the Minister reduces the scope of Services, the Minister, at the Minister's discretion, may pay the Contractor for any costs it has incurred and cannot be recovered by the Contractor due to the fact that the Services have not been delivered at the time when the Contract was terminated or the Services reduced.

7. Any payments pursuant to this Section shall constitute the final settlement for any claims, costs, or damages that the Contractor may have as a result of the termination of the Contract under this Section.

6. RESPONSIBILITIES AND AUTHORITIES OF THE PARTIES

1. The Contractor shall comply with all of the laws of Alberta that govern this contract, including, but not limited to the following:

a. the Worker's Compensation Act when that Act applies, and shall provide to the Minister either proof of compliance or proof of exemption from compliance;

b. the Occupational Health and Safety Act, and as a condition of this Contract, the Contractor acknowledges its responsibility as a prime contractor, or an employer, as defined in the Occupational Health and Safety Act and the regulations under that Act; and

c. the Employment Standards Code, and as a condition of this Contract, the Contractor acknowledges its responsibility as an employer, as defined in the Employment Standards Code and the regulations under that code.

2. The Contractor warrants that it is properly qualified, licensed, equipped and financed to provide the Services. The Contractor also warrants that it has the authority to enter into this Contract.

3. The Contractor shall provide the Services:

a. using only competent and properly qualified employees, who are acceptable to the Minister;

- b. in a competent manner, and in accordance with normal professional standards that apply to the provision of the Services; and*
- c. in liaison with the Minister's representative.*
- 4. The Contractor shall ensure that the Contractor's employees, officers and agents comply with the terms and conditions of the Contract.*
- 5. The Minister, on written notice to the Contractor, may reduce the scope of deliverables or Services.*

7. CONTRACTOR AS INDEPENDENT CONTRACTOR

- 1. The Contractor is an independent contractor and shall not be deemed to be a servant, employee or agent of the Minister. No rights, privileges, benefits or compensation other than are expressly set out in this Contract shall inure to the Contractor, its employees or agents.*

8. CONFLICT OF INTEREST

- 1. The Contractor and the Contractor's employees:*
 - a. shall conduct their duties in relation to the Contract with impartiality and shall, if they require inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;*
 - b. shall not influence, not seek to influence nor otherwise take part in a decision of the Minister, knowing that the decision might further the Contractor's private interests;*
 - c. shall not accept any commission, discount, allowance, payment, gift, nor other benefit that is connected, directly or indirectly, with the performance of the Contractor's duties related to the Contract, that causes, or would appear to cause, a conflict of interest; and*
 - d. shall not have a financial interest in the business of a third party that causes, nor would appear to cause, a conflict of interest in connection with the performance of the Contractor's duties related to the Contract, and if such financial interest is acquired during the Term of the Contract, the Contractor shall promptly declare it to the Minister.*
- 2. A breach of the conflict of interest clauses in this Contract constitutes grounds for termination of the Contract, should the Minister deem such action appropriate.*

9. EVALUATION AND STANDARDS

- 1. The Minister may, at any time, evaluate the Contractor's performance of the Services and the results it has achieved.*
- 2. The Contractor shall permit any representatives of the Minister, including any agent or independent contractor, to evaluate the provision of the deliverables and services through:*
 - a. on site visits;*
 - b. observation of the Services in progress;*
 - c. oral or written communication with any employees, officers or agents of the Contractor; and*
 - d. post-payment verification on Services claimed and on submitted invoices.*
- 3. The Contractor shall provide specific information to the Minister in the format*

provided

by the Minister's staff or its representatives for subsection 9.2.c and 9.2.d.

4. The Contractor shall co-operate with the Minister in the completion of any evaluation and shall revise the manner in which Services are provided as directed by the Minister.

10. COPYRIGHT AND INTELLECTUAL PROPERTY

1. Any work, information, records or materials, regardless of form, and any intellectual property, copyright, patent, industrial design process or trademark which was owned by the Minister, the Contractor or a third party prior to the signing of this Contract, remains the property of each party respectively.

2. Any deliverables, work, information, records or materials, regardless of form, and any intellectual property, copyright, patent, industrial design process or trademark which was

developed or produced under this Contract by the Contractor shall be defined as "New Intellectual Property" and is at all times the property of the Minister. The Minister may request delivery of the New Intellectual Property at any time during the Term.

3. In accordance with The Copyright Act (Canada), any copyright arising out of the performance of the deliverables and services, including any copyright arising out of the creation of the New Intellectual Property referred to in 10.2, is the property of the Minister. The Contractor agrees to co-operate with the Minister in registering any copyrights, including any copyrights to the New Intellectual Property.

4. The Contractor agrees to obtain permission to use any copyrighted materials which may be incorporated into any of the items referred to in subsection 10.1 or 10.2 and, if requested, provide the Minister with copies of these written permissions.

5. The Contractor waives in whole the Contractor's moral rights, and the Contractor shall

ensure that the Contractor's employees, agents and subcontractors waive their moral rights in respect of any original materials developed or produced under this Contract and

the Contractor agrees that these waivers shall operate in favour of the Minister and the Minister's assignees and licensees.

6. At conclusion or termination of this Contract, the Contractor shall return to the Minister

any property of the Minister provided to the Contractor for use in providing the Services and any New Intellectual Property not already delivered to the Minister. The Minister, at the Minister's discretion, may grant the Contractor a license to use the New Intellectual Property.

11. CONFIDENTIALITY AND SECURITY OF INFORMATION

1. The Contractor acknowledges that information and records maintained or submitted by the Contractor under this Contract may be subject to the protection and access provisions of the Freedom of Information and Protection of Privacy Act. Should the Minister receive a request for any of these records, the Contractor shall forward the records, at the Contractor's expense, to the Minister within seven days from official notification by the Minister. The Contractor agrees to retain all such records for at least one year after this Contract expires or is terminated.

2. The Contractor, the Contractor's employees and agents shall treat any information acquired as a result of this Contract in strict confidence and with the care and security required to ensure that it is not disclosed or made known to any person.

12. HOLD HARMLESS

1. The Contractor agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees or agents.
2. This hold harmless shall survive this Contract.

13. RISK MANAGEMENT AND INSURANCE

1. The Contractor shall, at his own expense and without limiting his liabilities under this Contract, insure his operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount of not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include non-owned automobile liability coverage.
2. The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$1,000,000.
3. Evidence of all required insurance in a form acceptable to the Minister, shall be promptly provided to the Minister upon request.
4. All required insurance shall be endorsed to provide the Minister with 30 days advance written notice of cancellation or material change restricting coverage.

14. ASSIGNMENT AND SUBCONTRACTING

1. The Contractor shall not assign this Contract nor subcontract the provision of the deliverables and services under this Contract without the prior written consent of the Minister. Any assignment made without the prior written consent of the Minister shall not relieve the Contractor of its obligations under this Contract except to the extent those obligations are in fact properly performed.
2. Subsection 14.1 does not prevent the Contractor from entering into employment or service contracts, without the Minister's written consent, with such individuals as the Contractor requires to assist the Contractor with the provision of Services, provided the Contractor retains the responsibility for the provision of the Services.
3. The Contractor is responsible for the negligent or willful acts, omissions or errors of the Contractor's subcontractors and of persons directly and indirectly employed or contracted by such contractors.

15. ARBITRATION

1. Matters in dispute under this Contract may be submitted by either party to arbitration by a single arbitrator in accordance with the Arbitration Act, whose decision shall be final and binding upon the parties.

16. NOTICES

1. Any notice, demand or other communication required or permitted to be given to any party to this Contract shall be in writing and shall be personally delivered; sent by prepaid registered mail; or sent by facsimile or e-mail with confirmation of receipt; using the contact information in Section 22.

2. Either party may from time to time change its contact information by written notice to the other party.

3. Any written notice given by personal delivery, e-mail or facsimile shall be deemed to be received on the date of delivery. Any written notice given by prepaid registered mail shall be deemed to be received on the fifth day from the date of mailing.

17. AMENDMENT

1. If at any time during the Term the parties shall deem it necessary or expedient to make any alteration or addition to this Contract they may do so by means of a written Amendment Contract between them, which shall be supplemental and form part of this Contract.

18. GOVERNING LAW

1. This Contract and each of the documents contemplated by or delivered under or in connection with this Contract shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract. The parties to this Contract hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals within that jurisdiction.

19. SEVERABILITY

1. If any provision of this Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Contract shall continue in full force and effect.

20. WAIVER

1. No party will be deemed to have waived the exercise of any right that it holds under this Contract unless such waiver is made in writing and provided in accordance with Section 16.

2. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right. Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

21. GENERAL

1. Time shall be of the essence in all respects of this Contract.

2. This Contract enures for the benefit of and binds the parties and their respective successors and permitted assigns.

3. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Contract.

4. Neither this Contract nor any provision hereof is intended to confer upon any person

other than the parties hereto any rights or remedies hereunder.

5. Schedules referred to herein are incorporated by reference and form part of this Contract.

6. Notwithstanding any other provision of this Contract, Sections 5.7, 9, 10, 11, and 12 shall survive this Contract and shall continue to bind the parties.

22. REPRESENTATIVES

Contractor's Representative

Name: [[ContactName]]

Position:

Contractor's Address: [[ContCoAddr]]

Telephone Number: [[ContactPh#]]

Fax Number: [[ContactFax]]

Email Address: [[ContactE-mail]]

Minister's Representative

Name: [[ContractMGRName]]

Position: [[ContractMGRPos]]

Branch: Division

Employment and Immigration

Address: [[ContractMGRAddr]]

Telephone Number: [[ContractMGRPh#]]

Fax Number: [[ContractMGRFax#]]

Email Address: [[ContractMGREmail]]

On signature by the Minister and the Contractor, the terms and conditions and any attached Schedules/Attachments, together form the Contract.

CONTRACTOR OR AUTHORIZED SIGNING OFFICER

Company Name (if incorporated): _____

Signature: _____ Date: _____

Name and Position (printed): _____

Witness to the Signature:

Signature: _____ Date: _____

Name (printed): _____

"Affix Corporate Seal at time of signing, as applicable"

MINISTER OR AUTHORIZED REPRESENTATIVE

Signature: _____ Date: _____

Name and Position (printed): _____

Witness to the Signature:

Signature: _____ Date: _____

Name (printed): _____

Original signatures are required on two copies of this Contract.

APPENDIX 4

REFERENCE FORM (Minimum 3)

Contact Name	
Title	
Phone Number	
E-mail Address	
Company Name	
Address, City, Province/State	
Comments	

Contact Name	
Title	
Phone Number	
E-mail Address	
Company Name	
Address, City, Province/State	
Comments	

Contact Name	
Title	
Phone Number	
E-mail Address	
Company Name	
Address, City, Province/State	
Comments	