

REQUEST FOR PROPOSALS (RFP)

Printing Services for: Examinations, Achievement Tests, Field Tests, Score Sheets and Supporting Materials

RFP No. AE-09-01

Alberta Education

Contracted and Project Management Services Branch
19th Floor, Commerce Place
10155-102 Street
Edmonton, Alberta T5J 4L5

RFP No. AE-09-01	Issue Date: April 6, 2009 Closing Date: April 27, 2009 RFP Administrator: ShirleyAnn Goski Phone: 780-415-2227 E-mail: contracting.admin@education.gov.ab.ca
-------------------------	--

Digital Proposals (i.e., Word or PDF format for text) will be accepted however, the required Five (5) print versions must also be sent and received by the Closing Date prescribed above.

Facsimiles **will not** be accepted.

Vendors may obtain this document directly from the RFP Administrator.

TABLE OF CONTENTS

1.	<i>Definitions</i>	2
2.	<i>RFP Requirements</i>	3
2.1	Preamble	3
2.2	Role of the Successful Vendor(s) and Project Structure	4
2.3	Description of Deliverables	4
2.4	Substitution of a Resource	6
2.5	Term of Contract	6
2.6	Budget and Payment	6
2.7	Required Expertise	7
2.8	Proposal Content	7
3.	<i>Evaluation Process and Criteria</i>	8
3.1	Step One	8
3.2	Step Two	8
3.3	Proposed Schedule of Events	10
4.	<i>Vendor Proposal Guidelines</i>	10
4.1	General Information	10
4.2	Proposal Submission and RFP Closing	10
5.	<i>RFP Administration Terms and Conditions</i>	11
5.1	Stipulations	11
5.2	The Contract	12
5.3	Confidentiality	12
5.3.1	Confidentiality and Security of Information	12
5.3.2	FOIP and Collection of Personal Information	13
5.3.3	Protection of Privacy	13
5.4	Data Storage and Security	14
5.5	Security Clearance	14
5.6	Period of Commitment	14
5.7	Subcontracting	14
5.8	Computers, Software, Parking, Secretarial Services, Travel, Expenses and Insurance	15
5.9	Proposal Expenses	15
5.10	Trade Agreements	15
5.11	Lobbyist Act	15
5.12	Copyright	16
5.13	Conflict of Interest	16
5.14	Proposal Returns	16
5.15	Vendor Debriefing	16
5.16	Questions	16
5.17	Contact Information	17
<i>Appendix A: Proposal Content Form</i>		18
<i>Appendix B: Services and Deliverables</i>		23
<i>Appendix C: Pricing Form</i>		30

Separate Attachments to this RFP:

- Volumes and Dates for RFP AE-09-01 (Excel spreadsheet)
- Colours for RFP AE-09-01 (PDF)
- SAMPLE Contract for RFP AE-09-01 (PDF)
- Proposal Content Form (Word)

1. DEFINITIONS

Vendors are advised to pay careful attention to the wording used throughout this Request for Proposals (RFP). Failure to satisfy any term or condition of this RFP may deem the Proposal ineligible for consideration by Alberta Education.

Throughout this RFP, terminology is used as follows:

Acceptance means that, in the opinion of Alberta Education, the Deliverables meet all of the requirements of this RFP and perform to the satisfaction of Alberta Education.

Alberta Education means Her Majesty the Queen in Right of Alberta as represented by the Minister of Education.

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

APC means the Alberta Purchasing Connection (www.purchasingconnection.ca), the service used by the Government of Alberta that provides an open and competitive marketplace to advertise business opportunities, release open bidding opportunities and support the procurement process. Vendors are encouraged to check the APC regularly while the RFP is open as any amendments, changes and notices will only be made available through the APC.

Business Day means 8:15 a.m. to 4:30 p.m., Alberta Time, Monday to Friday, excluding statutory holidays observed by Alberta Education.

Business Hours means 8:15 a.m. to 4:30 p.m., Alberta Time, on Business Days.

Contract means an executed agreement between a successful Vendor and Alberta Education to provide the Deliverables described in this RFP.

Deliverables mean the tasks described in section 2.3, and includes 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.

Evaluation Team means the individuals who, on behalf of Alberta Education, will evaluate the Proposals to this RFP.

Expertise means knowledge, skills and/or experience gained through post-secondary education, employment, voluntary activities, and continuous learning.

FOIP means the *Freedom of Information and Protection of Privacy Act* of Alberta, R.S.A. 2000, c. F-25, as amended, revised or substituted from time to time.

mandatory, must, required, will or shall means a requirement of this RFP that must be met in order for the Proposal to be considered.

Part means one of four components of this Project, organized by groupings of Services and Deliverables, described in Appendix B

Personal Information means recorded information about an identifiable individual defined in section 1(n) of *FOIP*, R.S.A. 2000, c. F-25, as amended.

Proposal means the Vendor's response to this RFP and includes all the Vendor's attachments.

Resource(s) means the personnel assigned by the Vendor to complete the Deliverables pursuant to a Contract, and includes its employees, subcontractors and agents.

RFP means this Request for Proposals document and associated documentation and appendices.

RFP Administrator means the person named as the contact for this RFP or his/her delegate.

should, may or desirable means a requirement that is not mandatory, but which has a significant degree of importance to the objectives of this RFP.

Vendor means an individual or organization providing a Proposal to this RFP.

References to "Alberta Education", "Government of Alberta", "Her Majesty", "Minister", and "Ministry" mean "Her Majesty the Queen in right of Alberta" and are only used for administrative purposes.

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. RFP REQUIREMENTS

2.1 Preamble

Learner Assessment of Alberta Education requires a large volume of documents for examination and test purposes, including Achievement Tests for Grades 3, 6, and 9, and Diploma Examinations for Grade 12. Learner Assessment also requires over 250 field tests per year, as well as various large-order print documents such as parent guides.

The prime objective of Learner Assessment is the timely and secure printing and delivery of required material, therefore the successful Vendor(s) will be required to meet tight turn-around times, security requirements and deadlines that can not be altered.

The 2008/2009 year actual printing requirements were approximately 58,000,000 pages in volume, with approximately 9 % of the pages in colour and 5% of the pages having perforations.

2.2 Role of the Successful Vendor(s) and Project Structure

Alberta Education is seeking an experienced Vendor(s) to provide secure, high volume, in-house printing services. The Successful Vendor(s) will work closely with, and under the direction of, the Senior Editor and Director of Achievement Testing, Learner Assessment (“Project Manager”) to provide the Deliverables in accordance with the specifications and requirements described in Appendix B Services and Deliverables. The Successful Vendor(s) must have the ability to work efficiently under tight timelines and respond to queries and concerns in a timely fashion.

The required Deliverables are organized as follows:

Part 1: Diploma Examinations

Part 2: Achievement Tests

Part 3: Field Tests and Score Sheets

Part 4: Parent Guides, Posters, Brochures and Other Print Material

As not all responding Vendors may have the ability to complete all Parts of this project, Alberta Education reserves the right to award multiple Contracts. Therefore, Vendors must identify in their Proposal which Part(s) of the project the Vendor has the ability and willingness to complete.

If multiple Contracts are awarded the successful Vendors will be required to complete the Deliverables for the Part(s) for which they are awarded Contracts.

2.3 Description of Deliverables

A complete description of the requirements of each Deliverable listed below is available in Appendix B. Vendors should review Appendix B and all attachments carefully as each Deliverable has specific / unique requirements that must be addressed in the Vendor’s Proposal and adhered to under Contract.

Alberta Education requires one or more experienced Vendors to provide the following printing services and Deliverables:

Part 1: Diploma Examinations

- Provide a Resource(s), identified in the Proposal, to act as the Vendor’s account representative(s) under the Contract. The Resource(s) must be readily available during Business Hours to answer questions, address concerns and to coordinate the development and delivery of the Deliverables. On occasion the Resource(s) may be required to meet with the Project Manager, in person (in Edmonton) and through other means (e.g. teleconference, videoconference, etc).

- Produce and deliver the printed Diploma Examinations and associated materials (i.e. high quality digital proofs, etc), within the specified timelines in accordance with all of the requirements and specifications described in Appendix B.

Part 2: Achievement Tests

- Provide a Resource(s), identified in the Proposal, to act as the Vendor's account representative(s) under the Contract. The Resource(s) must be readily available during Business Hours to answer questions, address concerns and to coordinate the development and delivery of the Deliverables. On occasion the Resource(s) may be required to meet with the Project Manager, in person (in Edmonton) and through other means (e.g. teleconference, videoconference, etc).
- Produce and deliver the Achievement Tests and associated materials (i.e. High quality digital proofs, etc), within the specified timelines in accordance with all of the requirements and specifications described in Appendix B.

Part 3: Field Tests and Scoring Sheets

- Provide a Resource(s), identified in the Proposal, to act as the Vendor's account representative(s) under the Contract. The Resource(s) must be readily available during Business Hours to answer questions, address concerns and to coordinate the development and delivery of the Deliverables. On occasion the Resource(s) may be required to meet with the Project Manager, in person (in Edmonton) and through other means (e.g. teleconference, videoconference, etc).
- Produce and deliver the printed Field Tests and Scoring Sheets and associated materials (i.e. high quality digital proofs, etc), within the specified timelines in accordance with all of the requirements and specifications described in Appendix B.

Part 4: Parent Guides, Posters, Brochures and Other Print Material

- Provide a Resource(s), identified in the Proposal, to act as the Vendor's account representative(s) under the Contract. The Resource(s) must be readily available during Business Hours to answer questions, address concerns and to coordinate the development and delivery of the Deliverables. On occasion the Resource(s) may be required to meet with the Project Manager, in person (in Edmonton) and through other means (e.g. teleconference, videoconference, etc).
- Produce and deliver the printed Parent Guides, Posters, Brochures and Other Print Material and associated documents (i.e. high quality digital proofs, etc), within the specified timelines in accordance with all of the requirements and specifications described in Appendix B.

Please note: The shipping location for all printed materials is Edmonton. The shipping address will be provided to the successful Vendor(s).

2.4 Substitution of a Resource

Vendors must warrant that the Resource(s) identified in their Proposal will be the Resource(s) assigned to this project under the contract pursuant to this RFP. In the event the identified Resource(s) should become unavailable prior to evaluation or awarding of a Contract, Alberta Education reserves the right to reject the Vendor's Proposal.

In the event that the identified Resource(s) becomes unavailable after awarding of the Contract, the successful Vendor must offer a substitute Resource. The substitute Resource must have equivalent qualifications, knowledge and experience of the original Resource and must otherwise be acceptable to Alberta Education, acting reasonably. If Alberta Education does not accept the substitute Resource, Alberta Education may;

- request that the Vendor offer an alternate Resource for consideration
- immediately terminate the Contract by notice to the Vendor.

2.5 Term of Contract

The proposed term of any Contract(s) awarded pursuant to this RFP is for 3 years from the signing of the Contract(s), with two (2) possible one (1) year extensions for a total maximum term of five (5) years. Extensions are subject to work requirements, funding availability, suitability of the Vendor when the extension is being evaluated, and Alberta Education's prior approval.

2.6 Budget and Payment

Vendor's pricing must include all costs for the completion and shipping of the Deliverables in accordance with the specifications and requirements of this RFP, using the Pricing Form provided in Appendix C.

Contracts will contain a Deliverables based payment schedule. Alberta Education will remit payment upon its receipt and Acceptance of the Deliverables and within thirty (30) days of receipt of the Vendor's invoice.

Alberta Education will inspect all printed and related materials for compliance with the requirements of this RFP. Inspection of the Deliverables and a determination on the Acceptance of said Deliverables will be completed by Alberta Education within thirty (30) Business Days of receipt of the Deliverables.

The print volumes provided in the attachments are the actual print volumes for 2008 / 2009. Vendors may use these figures as anticipated print volume requirements for future years, however, the actual print volumes under Contract may vary from year to year and Alberta Education will not guarantee a minimum order(s). Learner Assessment will work closely with the successful Vendor(s) to provide actual print order volume requirements for each Part, over each year, as the finalized requirements are determined.

2.7 Required Expertise

Vendors must meet the following required Expertise by demonstrating in their Proposal all of the following:

- a) The ability to produce the Deliverables using the sheet fed printing method.
- b) The ability to provide digital bar coding (required for Parts 1, 2 and 3)
- c) A dedicated account representative (Vendor Resource), available during Business Hours.
- d) That the Vendor's products are Forest Stewardship Council (FSC) certified
- e) The ability to complete the Deliverables in-house without the use of sub-contracting.

Vendors must state where the supporting information for the above required Expertise can be found in their Proposal by using the Required Expertise Checklist provided in Appendix A.

2.8 Proposal Content

Only Proposals that provide information for all of the following points will be considered. Proposal content information must be provided in the templated Proposal Content Form in Appendix A.

The Vendor must:

1. Provide a Proposal Submission letter including:
 - A brief Vendor profile
 - The Location of the Vendor's head office and location of the proposed Vendor facility(ies)
2. Indicate which Part(s) of the project the Vendor is willing and able to complete. The vendor may provide a proposed project plan for each Part(s) of the project they have indicated or one Project plan that clearly addresses the requirements of all of the Parts they have indicated. The project plan(s) must include:
 - a) Details on how the Vendor will provide the Deliverables in accordance with all of the requirements described in Appendix B.
 - b) A description of how the Vendor will meet the required timelines, including how the Vendor can re and address the time sensitive nature of the materials. The description should address the Vendor's ability to re-act to quick turn-around service / printing requests.

3. Provide the name and description (i.e. position, years of experience, Expertise, etc.) of the Vendor Resource(s) that will be named in the contract and will act as account representative(s). The description must detail the services that will be provided by the Vendor's Resource.
4. Provide three (3) or more examples of accounts / projects for which the vendor has successfully provided similar services and Deliverables. The descriptions should include information regarding, volumes, timelines and any special security and shipping requirements that were adhered to.
5. Provide a detailed description of the Vendor's proposed facilities and equipment including a description of the Vendor's security procedures and shipping methods.
6. Cost to complete the Deliverables, for the indicated Parts. using the Pricing Form in Appendix C.
7. Three (3) references including contact information

The following is not a mandatory Proposal requirement but will be considered in the evaluation process, therefore Vendors should:

1. Describe any value added attributes which may be over and above the requirements of this RFP.

3. EVALUATION PROCESS AND CRITERIA

3.1 Step One

The RFP Administrator and/or the Evaluation Team determine whether the Vendor has fully met the mandatory administrative criteria listed in Table 1. Evaluation of the quality of content is the focus of Step Two. **If a Proposal does not meet all of the mandatory administrative criteria in Step One, then it will not be evaluated further.**

Table 1: Mandatory Administrative Criteria	Yes	No
The required five (5) print copies of the Proposal received by 4:00:59 p.m. Alberta Time on April 27, 2009.		
Appendix A is completed and signed with information provided in <u>all</u> required areas.		
The vendor meets <u>all</u> of the applicable Required Expertise listed in section 2.6.		
Three (3) references are provided		

3.2 Step Two

- Evaluation Team members score the Proposals using the Proposal Content Evaluation Criteria and weightings listed in Table 2, **prior to meeting as a team.**
- The individual scores are compared and discussed when the Evaluation Team meets.

- A final team score for each criterion is agreed upon, either through consensus, or through a calculation of the average score.

Table 2: Proposal Content Evaluation Criteria	Weight	Score	Total Points
Proposal submission letter	1	10	10
Project Plan(s):			350
a) meeting the requirements of the deliverables	20	10	200
b) addressing time sensitive nature of the materials	15	10	150
Relevant prior experience (three (3) examples).	15	10	150
Proposed cost(s)	10	10	100
Vendor's proposed facilities and procedures	5	10	50
References	1	10	10
Desirable Proposal Content			
Value added	3	10	30
Total Points			800

If any Contract(s) are offered as a result of this RFP, the following process will be followed:

- Vendors will be ranked in accordance with their final scores after all required steps of the evaluation are completed.
- Each Part of Deliverables will be evaluated and scored separately and the scores for each Part will not be added together.
- The Vendor with the highest score in each Part, for which they submitted, will be awarded a contract for that Part.
- In the event that a single Vendor receives the highest score in one or more Parts that Vendor will be awarded the Contract for all of the Parts for which they have received the highest scores.

Alberta Education reserves the right to meet with Vendors and contact supplied references in order to assess their suitability. If Vendors are invited to meet with the Evaluation Team, the evaluation criteria will be provided to the Vendors with the invitation to meet.

In the event of a tie, between Vendors for any Part of the Deliverables, the Proposals will be evaluated using the criteria and weightings in Table 3:

Table 3: Desirable Criteria	Weight	Score	Total Points
The Vendor's ability and willingness to complete multiple Parts of the Project	10	10	100
Total Possible Points			100

Alberta Education reserves the right to not award a Contract if no Proposal receives a minimum of 75% of the available points in all necessary steps of the evaluation.

Alberta Education also reserves the right to refuse to offer a Contract to a Vendor should a reference check prove unfavorable in the opinion of the Evaluation Team.

Subject to the requirements of the *FOIP Act*, discussed below, such scores, described above, shall be confidential, and no totals or scores of such ratings shall be released to any other party.

3.3 Proposed Schedule of Events

RFP Issue Date:	April 6, 2009
Vendor Questions Close:	4:30 p.m. Alberta Time, April 21, 2009
RFP Close Date:	4:00:59 p.m. Alberta Time, April 27, 2009

The above dates are subject to change at the sole discretion of Alberta Education.

4. VENDOR PROPOSAL GUIDELINES

4.1 General Information

The Proposal Content Form in Appendix “A” must be completed. Vendors may include attachments; however, the attachments must be numbered in their order of reference, and attached to the forms in numerical order. That is, the first attachment referred to in the Proposal must be numbered “Attachment 1”, and be the first attachment to the Proposal.

Vendors may request a Word version of the Proposal Content Form from the RFP Administrator, but must not adjust the formatting in any way.

4.2 Proposal Submission and RFP Closing

The required number of Proposals must be received by Alberta Education, at the location provided below by 4:00:59 p.m. Alberta Time on April 27, 2009 (the “Closing Date”). Accordingly a Proposal received at 4:01 p.m. Alberta Time or later shall be deemed late and will not be evaluated. For RFP closing purposes, the **official and binding** time of receipt of Proposals shall be as determined by the clock used by the RFP Administrator to time and date stamp the Proposals. Facsimiles **will not** be accepted.

Vendors may amend or withdraw their Proposal prior to the RFP Closing Date by submitting a clear and detailed written notice to the RFP Administrator. Proposals become irrevocable after the RFP Closing Date.

In either of the following circumstances:

- a) the Vendor has rescinded a Proposal prior to the RFP Closing Date; or
- b) Alberta Education has received the Proposal after the RFP Closing Date; such Proposal will, at the Vendor's choice, either be returned to the Vendor at the Vendor's expense after the RFP Closing Date, or destroyed by Alberta Education after the RFP Closing Date.

In responding to this RFP:

- (a) The Proposal Content Form (Appendix "A") must be completed, signed by the Vendor and included in the Proposal.
- (b) Proposals received unsigned or after the RFP Closing Date will be rejected.
- (c) Ambiguous, unclear or unreadable Proposals may be cause for rejection.
- (d) Proposals should be sealed and clearly marked with the RFP number and Closing Date and must be delivered to the following location:

ShirleyAnn Goski
RFP Administrator
Contracted and Project Management Services Branch
19th Floor, Commerce Place
10155 102 Street
Edmonton, AB T5J 4L5

- (e) Submit five (5) print versions of the Proposal.

Electronic Proposals (i.e., Word or PDF format) should also be sent but will not be accepted in lieu of the required five (5) print versions. The five (5) print versions of the Proposal and all other related material(s) must be received by 4:00:59 p.m., Alberta Time, April 27, 2009. Facsimiles will not be accepted.

Alberta Education shall not be responsible for failures (technical or otherwise) that may result in the Proposals not being received prior to the dates and times noted above.

5. RFP ADMINISTRATION TERMS AND CONDITIONS

5.1 Stipulations

Alberta Education reserves the right to cancel this RFP at any time and to reissue it for any reason whatsoever, without incurring any liability and no Vendor will have any claim against Alberta Education as a consequence.

Alberta Education is not bound to accept the Proposal that provides the lowest price quote, nor any Proposal of those submitted.

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

A Proposal submitted in response to the RFP constitutes an offer and will proceed to a Contract only if Alberta Education accepts the Proposal.

Alberta Education reserves the right to request further information from interested Vendors as required, and at the Vendor's expense.

5.2 The Contract

The Contract to be entered into between the successful Vendor and Alberta Education shall be negotiated by Alberta Education. If, in Alberta Education's opinion, it appears that the negotiations will not result in a Contract with the preferred Vendor within thirty (30) days, negotiations with other Vendors submitting Proposals may be undertaken.

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

- (a) Contract.
- (b) RFP.
- (c) Proposal.

Claims made in the Proposal will constitute contractual warranties. Any provisions in the Proposal may be included in the Contract as a direct provision thereof.

A SAMPLE Contract is provided as a separate attachment. The actual Contract(s) awarded pursuant to this RFP will be substantially the same as the SAMPLE Contract provided.

5.3 Confidentiality

5.3.1 Confidentiality and Security of Information

The Vendor shall:

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

- (c) maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

5.3.2 *FOIP and Collection of Personal Information*

The purpose of collecting the Personal Information requested in this RFP is to enable Alberta Education to ensure the accuracy and reliability of the Proposal, to enable Alberta Education to evaluate the Vendor's response to this RFP and to fulfill other related program purposes of Alberta Education. Authority for this collection is section 33(c) of *FOIP*.

FOIP applies to all information and records relating to, or obtained, generated, created, collected or provided under, the RFP and/or the Contract and which are in the custody or control of Alberta Education.

All documents submitted to Alberta Education are governed by the access and privacy provisions of *FOIP*. While *FOIP* allows persons a right of access to records in Alberta Education's custody or control, it also prohibits Alberta Education from disclosing Personal Information or confidential business information. This prohibition takes effect if disclosure would be significantly harmful to a Vendor's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of the Act. Vendors are encouraged to identify those portions of their submissions which they are submitting in confidence and which, if revealed, would harm the business interests of the Vendor.

Evaluation criteria and process for this RFP are public information. Individual assessments of Vendors are considered confidential and of interest to competitors or other Vendors under this RFP. Individual assessment information will be provided, upon request, to the Vendor to whom it relates, and to others, only in accordance with *FOIP*. Information regarding *FOIP* procedures is available on the web at <http://foip.alberta.ca/>

5.3.3 *Protection of Privacy*

FOIP imposes an obligation on Alberta Education, and through the RFP and related Contract, on the Vendor, to protect the privacy of individuals to whom information relates.

The Vendor will meet the standards set by the requirements of Part 2 of *FOIP*, for all Personal Information the Vendor has access to, collects or uses, discloses or destroys as a consequence of carrying out obligations under the contract.

By submitting Personal Information, the Vendor consents and shall obtain the consent of the Vendor's Resources to its disclosure for the purposes, stated in section 5.3.2, to verify professional standing and to conduct reference checks, if needed.

All costs associated with meeting the Vendor's requirements of *FOIP* as set out in this RFP and the Contract will be borne by the Vendor.

5.4 Data Storage and Security

Data will be stored on a secure Canadian owned server in Alberta or, if necessary, on a secure server within Canada. Data will not be transported outside of Canada. Data transmitted or stored on computers, portable devices or other media must be protected using secure procedures (i.e. password protection, encryption of files, etc). The Vendor will provide Alberta Education, upon request, details describing their plan for meeting the data storage and security requirements, prior to entering into a Contract.

When the Contract ends, whether through expiry or termination, the Contractor will provide all data to Alberta Education in a method to be determined at the time of Contract end, and the Contractor will be required to delete all data from any computers, servers, or portable media under their control.

5.5 Security Clearance

The Successful Vendor(s) may be required to provide Alberta Education evidence of a valid security clearance check, normally a background and criminal records check, on the Vendor, if the Vendor is an individual, or on any or all of the Vendor's employees, agents or subcontractors that may be providing the services, prior to a contract being executed. Alberta Education will be under no obligation to enter into any Contract with a Vendor if, in the opinion of Alberta Education, acting reasonably, the results of such a security clearance check are not satisfactory.

5.6 Period of Commitment

Proposals shall be final and binding on the Vendor for 90 days from the RFP's Closing Date and may not be altered by subsequent offerings, discussions, or commitments unless the Vendor is requested to do so by Alberta Education.

5.7 Subcontracting

Due to the sensitive nature of the Deliverables and the stringent security requirements surrounding the labeling, storage and shipping of the printed materials, subcontracting by the Vendor is not permitted.

5.8 Computers, Software, Parking, Secretarial Services, Travel, Expenses and Insurance

The successful Vendor:

- Will provide their own office space, equipment, computers, software, telephone and photocopy facilities as required, and other tools as necessary for the purpose of performing the Services. Amenities, including but not limited to secretarial services and parking, will not be provided. Onsite equipment, computers, software, telephone and photocopy facilities may be available for use when the work requires face-to-face collaboration at an Alberta Education office location.
- May be required to travel to meet contractual requirements and may be expected to attend occasional project meetings at their own expense.
- Must submit expense invoices to be reimbursed for approved expenses incurred while delivering the Services. The expense invoices must contain the Pre-qualified Vendor's name, Contract number, total expense, and attach actual receipts.
- Are required, at their own expense, to obtain insurance under a contract of General Liability Insurance in accordance with the Alberta *Insurance Act* in an amount not less than **\$2,000,000** inclusive per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Evidence of such insurance in a format acceptable to Alberta Education shall be made available to Alberta Education, at Alberta Education's request, as a condition of any Contract(s).

5.9 Proposal Expenses

The Vendor is responsible for all costs of:

- preparing the Proposal;
- attending an interview if applicable, and
- for subsequent negotiations, if any, with Alberta Education.

5.10 Trade Agreements

This RFP is subject to the *Trade, Investment and Labour Mobility Agreement* and Chapter 5 of the *Agreement on Internal Trade*.

5.11 Lobbyist Act

The *Lobbyist Act* is scheduled to be proclaimed in 2009. The *Lobbyist Act* prohibits paid lobbyists from holding contracts with the Government of Alberta to provide paid advice on the same subject matter for which they are also a paid lobbyist.

The Contract to be awarded under this RFP will be active when the *Lobbyist Act* is scheduled to be proclaimed. Vendors are therefore encouraged to review the *Lobbyist Act* at: <http://www.justice.gov.ab.ca/initiatives/default.aspx?id=5165>

The highest scoring Vendor may be requested to provide information relating to any lobbyist activities with which they may be involved prior to a Contract being awarded. Any Contract awarded pursuant to this RFP will be subject to the *Lobbyist Act* when it comes into effect.

5.12 Copyright

All Deliverables produced by the Vendor under the Contract shall become the property of the Crown in Right of Alberta. The Vendor will also waive all moral rights to the Deliverables.

5.13 Conflict of Interest

Vendors must fully disclose in writing to the RFP Administrator on or before the Closing Date of this 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 this RFP. Alberta Education shall review any submissions by Vendors under this provision and may reject any Proposals where, in the opinion of Alberta Education, 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 this RFP.

5.14 Proposal Returns

Proposals and accompanying documentation submitted by, and not rescinded prior to, the RFP Closing are the property of Alberta Education and will not be returned. The Proposals and accompanying documentation shall be retained in accordance with Alberta Education's records management policies and regulations.

5.15 Vendor Debriefing

Alberta Education will, at the request of an unsuccessful Vendor who responded to this RFP, conduct a debriefing for the purpose of informing the Vendor as to why their Proposal was not selected.

5.16 Questions

All questions regarding the RFP must be directed to the RFP Administrator, in writing. Enquiries and responses will be recorded and may, at Alberta Education's discretion, be distributed to all Vendors.

The Vendor is responsible for notifying the RFP Administrator in writing of any ambiguity, divergence, error, omission, oversight, or 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 Alberta Education to deal effectively with Vendor questions or concerns about any term, condition or requirements of this RFP, such questions or concerns must be communicated in writing to the RFP Administrator on or before 4:30 p.m., Alberta Time, April 21, 2009. Questions received after this time will be answered only if time permits, in the opinion of Alberta Education.

Vendors must not approach any employees, elected officials, or other representatives of the Government of Alberta regarding this RFP. Questions must be directed to the RFP Administrator only. Responses provided by any party other than the RFP Administrator will not be binding on Alberta Education and should not be considered by the Vendor when preparing their Proposal.

Verbal responses to enquiries are not binding on any party.

Questions may be directed to the RFP Administrator at contracting.admin@education.gov.ab.ca.

5.17 Contact Information

For further information, contact:

ShirleyAnn Goski
RFP Administrator
Contracted and Project Management Services
19th Floor, Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4L5
Phone : 780-415-2227
e-mail: contracting.admin@education.gov.ab.ca

Templated responses are requested to facilitate Proposal evaluation. You must therefore **enter your responses within this table**. The table will expand to accommodate your text. Any attachments included with the Proposal must be referenced by the attachment number and relevant page number(s). **Proposals that use only the phrase “see attachment” without references to the specific location of information will be rejected.**

You are strongly encouraged to read the RFP and Attachments carefully prior to answering the questions below and submitting your Proposal. All Proposal submissions are subject to the terms and conditions of the RFP. Failure to satisfy any term or condition of the RFP may deem your Proposal ineligible for consideration.

Legal Name: _____ Name of Signing Authority: _____ (print name) Address: _____ _____ _____ _____ Telephone: _____ Fax: E-mail:	RFP No. AE-09-01 Printing Services for: Examinations, Achievement Tests, Field Tests, Score Sheets and Supporting Materials For this RFP, I am operating as: ☐ an individual ☐ a registered/incorporated entity
Failure to sign both declarations will render your Proposal non-compliant, and the Proposal will not be evaluated.	
Enclosed is my Proposal to this Request for Proposals (RFP). I consent, and I have obtained written consent of any individuals identified in the Proposal, to the use of the information in the Proposal by Alberta Education's employees, contractors and agents. Vendors must accept the terms and conditions of the Request for Proposals by completing the following statement. I, _____ (sign name), on _____ (date), accept the terms and conditions of this Request for Proposals.	
Data Storage and Security Declaration Vendors must accept the terms and conditions of the Data Storage and Security requirements completing the following statement. I, _____ (sign name), on _____ (date), agree and will ensure that all Data will be stored on a secure Canadian owned server in Alberta or, if necessary, on a secure server within Canada. Data will not be transported outside of Canada. Data transmitted or stored on computers, portable devices or other media will be protected using secure procedures (i.e. password protection, encryption of files, etc). I will provide Alberta Education, upon request, details describing my plan for meeting the data storage and security requirements, prior to entering into a Contract.	

Legal Name: _____ Name of Signing Authority: _____ (print name)	RFP No. AE-09-01 Printing Services for: Examinations, Achievement Tests, Field Tests, Score Sheets and Supporting Materials
Your Plan(s) must provide: - Details on how you will provide the Deliverables in accordance with all of the requirements described in Appendix B. - A description of how you will meet the required timelines and address the time sensitive nature of the materials. The description should address your ability to re-act to quick turn-around service / printing requests.	
3. Provide the name and description (i.e. position, years of experience, Expertise, etc.) of your Resource(s) that will assigned to this project as the account representative(s) responsible for the successful completion of the deliverables. The description must detail the services that will be provided by the Resource(s).	
4. Provide three (3) or more examples of accounts / projects that the vendor has successfully provided similar services and Deliverables. The descriptions should include information regarding, volumes, timelines and any special security and shipping requirements that were adhered to.	

Legal Name: _____ Name of Signing Authority: _____ (print name)	RFP No. AE-09-01 Printing Services for: Examinations, Achievement Tests, Field Tests, Score Sheets and Supporting Materials
5. Provide a detailed description of your proposed facilities and equipment including a description of your security procedures and shipping methods.	
6. Provide your cost(s) to complete the Deliverables using the Pricing Form in Appendix C. Please identify below which parts you are providing pricing.	
Part 1: Diploma Examinations ☐ Part 2: Achievement Tests ☐ Part 3: Field Tests and Score Sheets ☐ Part 4: Parent guides, Posters, Brochures and Other Print Material ☐	
7. Three (3) references including contact information.	
Desirable Proposal Content Responses to the following question is not mandatory but will be considered in the evaluation process.	
1. Describe any value added attributes your company can offer which may be over and above the requirements of this RFP.	

APPENDIX B: SERVICES AND DELIVERABLES

Part 1: Diploma Examinations

- Stock:
 - Inside stock 60 lb white offset paper.
 - 11 x 17 to be saddle stitched and trimmed to 8.5 x 11 inch booklets.
- Covers:
 - 60 lb white offset.
 - Front and back covers printed two colour – black (for barcodes) and Pantone, with bleed (see attachment of Pantone colours required).
 - Inside front and back covers printed black; many back covers of Part As have perforations.
- Barcodes on front cover:
 - Every diploma examination must have an identifying barcode on the front in a designated space. It must be laser printed on each examination at a minimum 600 dpi. Readability should be confirmed at start and every 1,000 thereafter for quality assurance.
- Text:
 - Text to be printed in black on most pages.
 - Approximately 4 percent of pages will be in colour.
 - Approximately 8 percent of pages (total volume halved) have perforations.
 - Print density cannot vary by more than plus or minus 5 percent on all print product.
- Front Cover Artwork:
 - Supplied.
- Bundles, Boxes, and Shipping:
 - Examinations must be prepared in bundles of 25 or 20 and packed in 12 by 9 by 12 inch boxes, and the Edge Crush Test (ECT) should equal 32 lbs. per inch, with a 65 lb gross weight. Boxes must be packed tightly.
 - Part As should be packed in bundles of 25; Part Bs in bundles of 20, turned for packing.
 - Boxes must have the examination code as identifying contents (with totals contained within box), with no other identifiers. Counts must be exact.
 - Skids must be 40 by 48 inches, with a minimum 2,000 lb rating. Boxes must be loaded not more than four boxes high per skid.

- **Security:**
 - All production must be in-house in one facility. Subcontracting of any portion of secured material is not permissible.
 - All documents pertaining to examinations (dockets, paper versions, proofs, disks, plates, etc.) must be kept in a secure, fireproof, in-house area when not in production (please see attached regarding necessary security requirements).
 - All spoilage, waste, overages, etc., must be stored in a secure area. Once the examination administration is completed (see Learner Assessment employee), all materials must be shredded under secure conditions, including appropriate supervision and destruction of shredded material.
 - Examinations or tests are not to be used as samples by the printer under any circumstances. Reference to Alberta Education, Learner Assessment examinations and tests cannot be made in any promotional material for the printer.
 - Proofing of material must be done in a secure location with no other material in the same area. The printer must limit the number of people with access to examinations.
 - The Vendor must make sure that all materials are secured during delivery to Learner Assessment's packing location, using a dedicated shipper.
 - A representative of Learner Assessment may inspect the printing premises at any time, without notification. Failure to meet Learner Assessment standards will result in a cancellation of the contract.
- **Invoicing:**
 - Because page numbers, quantities, and colour requirements vary from examination to examination, either a price list or quotations must be provided to the Learner Assessment representative to verify invoices.
- **Timelines:**
 - There are five administrations of Diploma examinations in a year. Examinations and tests are administered according to a publicized fixed schedule, which cannot be altered (see attachment of Delivery Date Requirements for previous deadlines). Therefore the final delivery date of materials cannot be changed. The printer must have the flexibility to meet delivery dates even if Learner Assessment is responsible for delays in the production schedule.

Other Requirements:

No short shipments are allowed.

Examination quality must be consistent throughout.

Up to two high resolution digital proofs (usually one) are required for each examination, with hand to hand delivery from and to Learner Assessment staff member and Vendor representative.

Typeface and point size will be imbedded, including scientific, mathematical, and Greek symbols. All aspects of production quality control should accompany Proposal.

Part 2: Achievement Tests

- Stock:
 - Inside stock 60 lb white offset paper.
 - 11 x 17 to be saddle stitched and trimmed to 8.5 x 11 inch booklets.
- Covers:
 - 60 lb white offset.
 - Front and back covers printed two colour – black (for barcodes) and Pantone, with bleed (see attachment of Pantone colours required).
 - Inside front and back covers printed black.
- Barcodes on front cover:
 - Every achievement test must have an identifying barcode on the front in a designated space. It must be laser printed on each test at a minimum 600 dpi. Readability should be confirmed at start and every 1,000 thereafter for quality assurance.
- Text:
 - Text must be printed in black on most pages.
 - Approximately 11 percent of pages will be in colour.
 - Approximately 3 percent of pages (total volume halved) have perforations.
 - Print density must not vary by more than plus or minus 5 percent on all print product.
- Front Cover Artwork:
 - Supplied.
- Bundles, Boxes, and Shipping:
 - Tests must be prepared in bundles of 25 or 20 and packed in 12 by 9 by 12 inch boxes, and the Edge Crush Test (ECT) must equal 32 lbs per inch, with a 65 lb gross weight. Boxes must be packed tightly.
 - Tests must be packed in bundles of 25 or 20, turned for packing.
 - Boxes must have the test code as identifying contents (with totals contained within box), with no other identifiers. Counts must be exact.
 - Skids must be 40 by 48 inches, with a minimum 2,000 lb rating. Boxes must be loaded not more than four boxes high per skid.
- Security :
 - All production must be in-house in one facility. Subcontracting of any portion of secured material is not permissible.
 - All documents pertaining to tests (paper versions, proofs, disks, plates, etc.) must be kept in a secure, fireproof, in-house area when not in production (please see attached regarding necessary security requirements).
 - All spoilage, waste, overages, etc., must be stored in a secure area. Once a test administration is completed (see Learner Assessment employee), all materials must be shredded under secure conditions, including appropriate supervision and destruction of shredded material.

- Examinations or tests are not to be used as samples by the printer under any circumstances. Reference to Alberta Education, Learner Assessment examinations and tests cannot be made in any promotional material for the printer.
 - Proofing of material must be done in a secure location with no other material in the same area. The printer must limit the number of people with access to tests.
 - The Vendor must make sure that all materials are secured during delivery to Learner Assessment's packing location, using a dedicated shipper.
 - A representative of Learner Assessment may inspect the printing premises at any time, without notification. Failure to meet Learner Assessment standards will result in a cancellation of the Contract.
- Invoicing:
 - Because page numbers, quantities, and colour requirements vary from test to test, either a price list or quotations must be provided to the Learner Assessment representative to verify invoices.
 - Timelines:
 - Examinations and tests are administered according to a publicized fixed schedule, which cannot be altered. Therefore the final delivery date of materials cannot be changed (see attachment of Delivery Date Requirements for previous deadlines). The printer must have the flexibility to meet delivery dates even if Learner Assessment is responsible for delays in the production schedule.

Other Print Requirements

No short shipments are allowed.

Test quality must be consistent throughout.

Up to two high resolution digital proofs (usually one) are required for each test, with hand to hand delivery from and to Learner Assessment staff member and Vendor representative.

Typeface and point size will be imbedded, including scientific, mathematical, and Greek symbols.

All aspects of production quality control should accompany Proposal.

Part 3: Field Tests and Scoring Sheets

Field Tests (see attached spreadsheet for numbers)

- Stock:
 - Inside stock 60 lb white offset paper.
 - 8 ½ by 11 inch finished size, and side stitched.
- Covers:
 - Black print on coloured stock (see attached list of colours required).

- Text:
 - Text must be printed in black on most pages (two sides); approximately 25 percent of pages will be in colour.
- Bundles, Boxes, and Shipping:
 - Tests must be prepared in bundles of 25 or 20 and packed in 12 by 9 by 12 inch boxes, and the Edge Crush Test (ECT) should equal 32 lbs. per inch, with a 65 lb gross weight. Boxes must be packed tightly.
 - Tests must be packed in bundles of 25 or 20, turned for packing.
 - Boxes must have the test code as identifying contents (with totals contained within box), with no other identifiers. Counts must be exact.
 - Skids must be 40 by 48 inches, with a minimum 2,000 lb rating. Boxes must be loaded not more than four boxes high per skid.
- Security:
 - Security must be maintained in all business practices.
 - All production must be in-house in one facility. Subcontracting of any portion of secured material is not permissible.
 - All documents pertaining to tests (dockets, paper versions, proofs, disks, plates, etc.) must be kept in a secure, fireproof, in-house area when not in production (please see attached regarding necessary security requirements).
 - All spoilage, waste, overages, plates, proofs, etc., must be stored in a secure area. Once a test administration is completed (see Learner Assessment employee), all materials must be shredded under secure conditions, including appropriate supervision and destruction of shredded material.
 - Plates must be destroyed in a secure fashion.
 - Examinations or tests must not be used as samples by the printer under any circumstances. Reference to Alberta Education, Learner Assessment examinations and tests must not be made in any promotional material for the printer.
 - Proofing of material must be done in a secure location with no other material in the same area. The printer must limit the number of people with access to tests.
 - The Vendor must make sure that all materials are secured during delivery to Learner Assessment's packing location, using a dedicated shipper.
 - A representative of Learner Assessment may inspect the printing premises at any time, without notification. Failure to meet Learner Assessment standards will result in a cancellation of the Contract.
- Invoicing:
 - Because page numbers, quantities, and colour requirements vary from examination to examination, either a price list or quotations must be provided to the Learner Assessment representative to verify invoices.
- Timelines:
 - Examinations and tests are administered according to a publicized fixed schedule, which cannot be altered. Therefore the final delivery date of materials cannot be changed. The Vendor must have the flexibility to meet delivery dates even if Learner Assessment is responsible for delays in the production schedule.

Other Print Requirements:

No short shipments are allowed.

Test quality must be consistent throughout.

Up to two high resolution digital proofs (usually one) are required for each test, with hand to hand delivery from and to Learner Assessment staff member and Vendor representative.

Typeface and point size will be imbedded, including scientific, mathematical, and Greek symbols.

Aspects of production quality control should accompany Proposal.

Scoring sheets (see attached spreadsheet for numbers)

8 ½ by 11 inches 60 lb Husky Offset, white.

Printed one side only in black and one Pantone colour (see attached examination and test spreadsheets for colour).

Trim only.

Delivered in cartons to distribution house as instructed by Learner Assessment.

Part 4: Parent Guides, Posters, Brochures, and Other Print Material**Parent Guides** (55,000 for each of three grades)

- Stock: 8 ½ x 11 inches on 50 lb Husky Offset, white.
- Covers: self cover, 4 colour on outside front cover.
- Text: black, with 2 text pages of 4 colour.
- Finishing: Saddle stitch and trim.
- Shipped in cartons to one location.

Posters (3,000)

- Stock: 18 by 25 inches on 70 lb #2 gloss text.
- Colour: four colour.
- Finished folded to size.
- Shipped in cartons to one location.

Brochures (four panel; 5,000)

- Stock: 8 ½ by 14 inches folded to 3 ½ by 8 ½ on 70 lb Husky Offset.
- Colour: four colour.
- Finished folded to size and in bundles on 100.
- Shipped in cartons to one location.

Newsletter (Information for Students/Information for Parents; 4,000)

- Stock: 4 pages at 11 by 15 inches folded to 7 1/2 by 11 on 50 lb Husky Offset, white.
- Colour: Black and one PMS throughout (two different PMS).
- Trim and fold.
- Shipped in cartons to one location.
- These documents are not secure.

Timelines (Variable):

- Posters and Brochures: August 1 delivery
- Newsletters: September 1 delivery
- Parent Guides: February 25 delivery

The following are **separate** attachments to this Appendix B:

Attachment: Volumes and Dates for RFP AE-09-01 (Excel spreadsheet)

Attachment: Colours for RFP AE-09-01 (PDF)

These attachments can be viewed / downloaded from the Alberta Purchasing Connection as part of the complete RFP package.

APPENDIX C: PRICING FORM

Vendors must use this Pricing Form to submit their cost(s) for the Deliverables described in this RFP. The following four (4) Parts must be priced independently as Alberta Education may award multiple Contracts. Vendors must provide their pricing for the three (3) years of the contract.

Vendors should carefully review Appendix B (Services and Deliverables) and consider all costs associated with completing the Deliverables as the pricing provided in this form must be the total cost to complete the Deliverables.

Part 1: Diploma Examinations

Based on 2008-2009 Volumes listed in Appendix B (Attachment: Volumes and Dates for RFP AE-09-01) + or – 20%

ORDER	UNIT PRICE	FIXED PRICE BASED ON PRINT VOLUME*
YEAR 1	\$ _____/1000 PAGES	\$ _____*
YEAR 2	\$ _____/1000 PAGES	\$ _____*
YEAR 3	\$ _____/1000 PAGES	\$ _____*
TOTAL		\$ _____*

* FINAL AMOUNTS PAID WILL BE A RESULT OF THE PROPOSED FIXED PRICE ADJUSTED BY THE UNIT PRICE TO ACCOMMODATE ACTUAL VOLUMES UP TO + OR -20%

Part 2: Achievement Tests

Based on 2008-2009 Volumes listed in Appendix B (Attachment: Volumes and Dates for RFP AE-09-01) + or – 20%

ORDER	UNIT PRICE PER THOUSAND PAGES	FIXED PRICE BASED ON PRINT VOLUME*
YEAR 1	\$ _____/1000 PAGES	\$ _____*
YEAR 2	\$ _____/1000 PAGES	\$ _____*
YEAR 3	\$ _____/1000 PAGES	\$ _____*
TOTAL		\$ _____

* FINAL AMOUNTS PAID WILL BE A RESULT OF THE PROPOSED FIXED PRICE ADJUSTED BY THE UNIT PRICE TO ACCOMMODATE ACTUAL VOLUMES UP TO + OR -20%

Part 3: Field Tests and Score Sheets

Based on 2008-2009 Volumes listed in Appendix B (Attachment: Volumes and Dates for RFP AE-09-01) + or – 20%

ORDER	UNIT PRICE PER THOUSAND PAGES	FIXED PRICE BASED ON PRINT VOLUME*
YEAR 1	Field Tests \$ _____ / 1000 Pages	\$ _____ *
	Score Sheets \$ _____ / 1000 Pages	\$ _____ *
YEAR 2	Field Tests \$ _____ / 1000 Pages	\$ _____ *
	Score Sheets \$ _____ / 1000 Pages	\$ _____ *
YEAR 3	Field Tests \$ _____ / 1000 Pages	\$ _____ *
	Score Sheets \$ _____ / 1000 Pages	\$ _____ *
TOTAL		\$ _____ *

* FINAL AMOUNTS PAID WILL BE A RESULT OF THE PROPOSED FIXED PRICE ADJUSTED BY THE UNIT PRICE TO ACCOMMODATE ACTUAL VOLUMES UP TO + OR -20%

Part 4: Parent guides, Posters, Brochures and Other Print Material

Based on 2008-2009 Volumes listed in Appendix B + or – 20%

ORDER	UNIT PRICE PER THOUSAND PAGES	FIXED PRICE BASED ON PRINT VOLUME*
YEAR 1	\$ _____ / Parent Guides	\$ _____ / Parent Guides
	\$ _____ / Posters	\$ _____ / Posters
	\$ _____ / Brochures	\$ _____ / Brochures
	\$ _____ / Newsletter	\$ _____ / Newsletter
YEAR 2	\$ _____ / Parent Guides	\$ _____ / Parent Guides
	\$ _____ / Posters	\$ _____ / Posters
	\$ _____ / Brochures	\$ _____ / Brochures
	\$ _____ / Newsletter	\$ _____ / Newsletter

YEAR 3	\$ _____ / Parent Guides \$ _____ / Posters \$ _____ / Brochures \$ _____ / Newsletter	\$ _____ / Parent Guides \$ _____ / Posters \$ _____ / Brochures \$ _____ / Newsletter
TOTAL		\$ _____ *

* FINAL AMOUNTS PAID WILL BE A RESULT OF THE PROPOSED FIXED PRICE ADJUSTED BY THE UNIT PRICE TO ACCOMMODATE ACTUAL VOLUMES UP TO + OR -20%