

## Packaged Software Request for Proposals (RFP) Template

The attached RFP template has been prepared by Contracted Services Section, Procurement Services, Service Alberta (“Procurement Services”) for use by Government of Alberta Departments in preparing an RFP for a **packaged software acquisition project**. The Evaluation Plan is to be developed in parallel with the RFP. The RFP template, Evaluation Plan Template, and related tools including Procurement Service’s “Request for Proposals (RFP) Preparation Guidelines” and “Request for Proposal (RFP) Response Evaluation Process” can be found at the following website address:

<https://www.myagent.gov.ab.ca>

The packaged software (Software) to be acquired could include, at the Department’s option, Customization (any change, enhancement, etc. to the Software requiring source code changes to be completed by the Vendor to provide specified functionality) and/or Configuration (any change, enhancement, etc. to the Software not requiring source code changes completed by the Vendor to provide the specified functionality). At the time of Evaluation Plan and RFP development, the Department must determine which of these approaches would be acceptable. Different material ownership rights are provided to the Department on each approach. The material ownership provisions in the RFP should be carefully reviewed to ensure the appropriate ownership rights are selected to meet the Department’s business needs. **This RFP template is not intended to be used for a fixed price systems development project.**

This template has been reviewed and approved by Legal Services, Alberta Justice for use by Government of Alberta Departments.

As this template will be updated from time to time, it is recommended that Departments visit the above referenced website to view the latest version of the template each time an RFP is to be developed.

The “RFP Administration Terms and Conditions” document posted on Alberta Purchasing Connection (APC) is incorporated into the RFP by reference. The document contains the RFP’s definitions and some of its terms and conditions. **Before drafting an RFP, Departments should review section 1 of the RFP Administration Terms and Conditions** to ensure the terminology is appropriately used throughout the RFP and the definitions are accurate. Should Procurement Services not be involved in the procurement process, references to “Procurement Services” will need to be changed by indicating in the RFP that these references are deleted and replaced with the appropriate Department name. References to “Service Alberta” would also be changed unless the procurement is for Service Alberta and/or the scope of services requires mention of Service Alberta.

**In preparing an RFP, Departments are asked to carefully consider the significance of identifying a requirement as mandatory. Identifying a requirement as mandatory means it must be met in a substantially unaltered form in order for the Proposal to receive consideration (i.e. if not it must be rejected). Therefore, the number of mandatory requirements in the RFP should be limited where possible. Consideration should be given to**

**alternative approaches such as making requirements desirable and appropriately weighting and scoring the criteria to give sufficient credit. The use of minimum scoring thresholds to screen Proposals is also a viable alternative, for example, Proposals which achieve a minimum of 50% of the total points for each rating category and a minimum overall rating of 65% of the total points for all rating categories will be considered.**

Italicized text is used in the template to guide Departments on the RFP structure and content. An overview of the RFP sections is as follows:

RFP Cover Page – This is a standard cover page and **should not be modified** by the Department except for completing the appropriate areas. If Procurement Services is not involved in the procurement process, then references to “Contracted Services Section” and “Procurement Services”, and its address will need to be modified. The reference to “Service Alberta” would also be changed unless the procurement is for Service Alberta.

Table of Contents – To be generated by the Department.

Section 1.0 – This section contains standard text and **should only be modified** by the Department if the RFP Administrative Terms and Conditions requires modification based on project needs or if Procurement Services is not involved in the procurement.

Section 2.0 – This section is to be completed by the Department. Recommended text is included in the template.

Section 3.0 - To be completed by the Department.

Section 4.0 – This section is to be completed by the Department and customized as appropriate to reflect the RFP criteria to be evaluated by the Department.

Section 5.0 - Recommended and optional text has been provided in this section. This section should be carefully reviewed by the Department and modified to meet the Department’s needs. **The Vendor will be preparing its Proposal based on the information required by this section.** The Department should review the content of this section against the information and requirements contained in section 3.0 of the RFP so that requirements needing a response are reflected in section 5.0.

Appendix A - Standard Contract Provisions. Where Procurement Services is involved in the procurement process, changes to the Standard Contract Provisions should not be made before consulting Procurement Services. All changes to the Standard Contract Provisions should be reviewed by Legal Services, Alberta Justice.

Appendix B Department to customize this pricing Appendix as appropriate for the project.

Appendix C This Appendix should be customized by the Department to include the mandatory and desirable Solution requirements for the project.

- Appendix D            The appropriate areas of this Appendix are to be completed by the Department.
- Appendix E            This Appendix includes the Evaluation Framework to be completed by the Department.
- Appendix F            This Appendix includes sample RFP requirements/questions that may be used by the Department in completing Section 5.0 of the RFP. This Appendix would not appear in the final RFP.

Additional appendices may be added to the RFP as required by the Department.

Where Procurement Services is involved in the procurement process, Departments are advised to consult with Procurement Services in the early stages of RFP preparation to discuss the RFP and contracting approach contemplated. Discussion of the approach early in the RFP development process will assist in identification of any potential issues that may require further discussion or research. Legal review of the completed RFP will be facilitated by Procurement Services.

# **Government of Alberta ■**

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

## **REQUEST FOR PROPOSALS (“RFP”) NUMBER XXXXX-XX**

**(INSERT NAME OF PROJECT)**

**(INSERT NAME OF DEPARTMENT)**

**RFP Issue Date:**

**RFP Closing 14:00:59 Alberta Time:**

**Contracting Manager:**

**Telephone: (780) 427-xxxx**

**Facsimile (780) 422-9672**

**Email:**

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**APPENDIX B – PRICING FORM**

**APPENDIX C – MANDATORY AND DESIRABLE SOFTWARE / SOLUTION  
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**APPENDIX E – EVALUATION FRAMEWORK**

## 1.0 GENERAL

### 1.1 Introduction

Vendors are invited to submit Proposals for the provision of the Services and Materials as specified in this RFP.

This RFP will be conducted with the objective of maximizing the benefit to Her Majesty, while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term or condition of this RFP may result in an unacceptable Proposal.

Facsimile or digital Proposals in any form (e.g. diskette files, disk files, tape files, e-mailed files) will not be accepted.

Subject to the amendments specified below, the RFP Administration Terms and Conditions dated September 28, 2009 (“RFP Administration Terms and Conditions”) posted on Alberta Purchasing Connection (“APC”) form part of this RFP. Vendors by submitting a Proposal are deemed to have accepted the RFP Administration Terms and Conditions.

- Section 2.11 of the RFP Administration Terms and Conditions is deleted, and a revised Section 2.11 is inserted as follows:
  - “**2.11** Vendors should propose in Canadian funds. Where applicable, Proposals in U.S. funds will be converted to Canadian funds by Procurement Services and evaluated on the converted amount. This conversion will be based on the daily noon rates appearing on the Bank of Canada’s website <http://www.bankofcanada.ca/fmd/exchange.html> on the RFP closing date. The Contract will be issued in Canadian funds in the amount converted, as of the RFP Closing Date, from the amount proposed in US funds. Payment will be made in Canadian funds. If all compliant Proposals received are quoted in US funds, the Contract will be issued and payments made in US funds.”
- The following Sections 2.24 and 2.25 are added to the RFP Administration Terms and Conditions:
  - “**2.24** The Vendor, if other than the Manufacturer, must:
    - (a) be a Canadian Distributor or Authorized Reseller for the Software prior to the RFP closing date and time and, upon request, provide written confirmation to the Contracting Manager of such authorization from the Manufacturer.

(b) upon request, provide written confirmation to the Contracting Manager from the Manufacturer that all rights granted in relation to the Software are agreed to by the Manufacturer.”

“2.25 Software that has not commenced full production or is not commercially available as of the RFP closing date, or has been or is scheduled to be discontinued or replaced with new versions, may be rejected by Procurement Services.”

- Section 3.1.2 c) of the RFP Administration Terms and Conditions is deleted, and a revised Section 3.1.2 c) is inserted as follows:

“c) Shortlisting

A shortlist of Vendors may be established. Shortlisted Vendors may be requested to make formal presentations of their Proposal to the Evaluation Team. The formal presentation of the Proposal may include a demonstration of the proposed Software. The Software used for this demonstration must be identical in its name and version to the one in the Proposal. Key Vendor management and technical personnel will be expected to participate in the presentations. These presentations will be made at no cost to Her Majesty.”

***When Procurement Services is not involved in the procurement process, the Department would make the following changes to the RFP Administration Terms and Conditions:***

- *All references to “Procurement Services” in the RFP Administration Terms and Conditions are deleted and replaced with “(insert formal Department name)”.*
- *Section 2.15 (d) of the RFP Administration Terms and Conditions is deleted and replaced with the following:*

*2.15 (d) Proposals must be sealed and clearly marked with the RFP’s number and RFP closing date and addressed as follows:*

*(Branch)  
(Division)  
(Department name)  
(Address)  
(City, Province, Postal Code)*

- *The definition of “Procurement Services” is deleted from section 1.0 of the RFP Administration Terms and Conditions.*

*The definition of “Service Alberta” should also be deleted if the procurement is not for Service Alberta, Procurement Services is not involved in the procurement process, and/or the scope of services does not require mention of Service Alberta. If deleting the reference, the appropriate wording would be as follows:*

- *The definition of “Service Alberta” is deleted from section 1.0 of the RFP Administration Terms and Conditions.*

## **2.0 RFP PROCESS**

### **2.1 RFP Terminology**

Terminology used throughout this RFP is defined in the RFP Administration Terms and Conditions and Appendix A and as follows:

- **Alberta** (*insert the Department name – e.g. **Health***) means Her Majesty the Queen in right of Alberta, as represented by the Minister of (*insert the Department name*).
- **Authorized Reseller** means an entity authorized by a Manufacturer or Canadian Distributor to act on its behalf, in Alberta, for the Software.
- **Canadian Distributor** means an entity authorized by a Manufacturer to act on its behalf, in Alberta, for the Software.
- **Configuration** means any change, enhancement, etc. to the Software not requiring source code changes completed by the Vendor to provide the specified functionality.
- **Customization** means any change, enhancement, etc. to the Software requiring source code changes completed by the Vendor to provide the specified functionality.
- **Department** means Her Majesty the Queen in right of Alberta, as represented by the Minister of (*insert the Department name*).
- **Manufacturer** means an entity that:
  - (a) uses components from one or more sources to assemble the Software that it sells under its brand or name.
  - (b) has a third party, on its behalf, use components from one or more sources to assemble the Software that it sells under its brand or name.
  - (c) develops the Software.
- **Software** means proposed Software marketed by the Vendor that meets or exceeds all of the requirements specified in the RFP without Customization.

- **Solution** means proposed Software marketed by the Vendor plus Configuration and/or Customization that will meet or exceed all of the requirements specified in the RFP. *(use only if Configuration and/or Customization acceptable)*
- **User** means any person making use of the Software *(or Solution if Customization and/or Configuration is acceptable)*.

*Insert additional definitions as required for the RFP.*

References to “Alberta *(insert Department name)*”, “Department”, “Government of Alberta”, “Her Majesty”, “Procurement Services”, “Service Alberta”, and *(insert any other descriptions of Her Majesty used in this RFP, for example “Government”)*, mean “Her Majesty the Queen in right of Alberta” and are only used for administrative purposes.

## **2.2 RFP Schedule of Events**

**RFP Issue Date:**

**Bidders’ Conference Date: *(Optional)***

**RFP Closing Date:**

**Evaluation of Proposals:**

**Shortlist Presentation and Software Demonstration:**

**Selection of Preferred Vendor:**

The above dates are subject to change at the sole discretion of Her Majesty.

## **2.3 Bidders’ Conference (optional clause)**

A Bidders’ Conference has been scheduled to provide an opportunity for clarification regarding this RFP’s requirements, and to address any other issues with this RFP:

Date:

Time:

Location:

To facilitate comprehensive responses at the Bidders’ Conference it is recommended that written questions be submitted to the Contracting Manager in advance of the Bidders’ Conference.

Attendance at the Bidders’ Conference is not mandatory, but is highly recommended. Vendors can obtain the written minutes of the Bidders’ Conference from APC.

## **3.0 PROJECT INFORMATION**

*(A sample structure for a packaged software acquisition project is provided below. Depending on the scope of the project, some of the sections may not be required; other sections may need to be added.)*

### **3.1 Project Overview**

#### **3.1.1 Introduction**

*(Provide a general overview of the project.)*

#### **3.1.2 Project Objectives**

*(Describe the objectives of the project. Each objective must be linked to one or more business need and not to specific aspects, attributes or features of the required Software/Solution.)*

#### **3.1.3 Background**

*(Describe the current situation.)*

#### **3.1.4 Project Duration**

*(Identify the anticipated project start and completion dates. Any options to:*

- a) extend the Contract and the length of the extension;*
- b) contract with the successful Vendor for subsequent work or phases of the project; or*
- c) contract for maintenance support,*

*must be identified.)*

#### **3.1.5 Project Scope**

*(Describe the scope of the project. Identify any prior phase documents that form part of the specifications for the project. Identify any contractual arrangements the Department has in place with other vendors that the successful Vendor will be required to work or interface with. Include any information that helps the Vendor to determine as specifically as possible the project size. This may include things like: the business model (including the numbers and descriptions of business processes and data entities), other finalized business requirements, number of people to be interviewed, organizational units and their structures that will be involved, finalized design details, or any other details that a Vendor could use to provide the required pricing.)*

#### **3.1.6 Customization**

*(Indicate the degree to which the Department will allow Customization as defined in Section 2.1 – RFP Terminology to provide the specified functionality.)*

### **3.1.7 Related Project Documents**

*(Identify any project related documents, if applicable, that will be made available to Vendors during the solicitation process. Indicate from where and from whom they are available (generally Procurement Services would be the contact for these documents), and how they will be made available (e.g. on a sign-out basis, via email). State if Vendors will be required to sign a non-disclosure agreement and, if applicable, include a copy of such agreement.)*

### **3.1.8 Project Structure**

*(Identify the individuals (by role), the committees and/or Department management that the Vendor will report to or work with on the project.)*

## **3.2 Project Requirements (Mandatory and Desirable)**

(Mandatory project requirements should be based on, and support, the objectives of the project. The objectives of the project are developed with the Evaluation Plan and are linked to a business need as opposed to specific aspects or features of one envisioned solution. A process referred to as ‘questioning to the void’ [described under “List Objectives” in the document entitled, “Request for Proposals (RFP) Response Evaluation Process” available at <https://www.myagent.gov.ab.ca> should be used to refine the list of objectives.]

### **3.2.1 Software / Solution Requirements**

Appendix C describes the mandatory and desirable Software/Solution requirements.

*(Appendix C should be customized to reflect the Department’s requirements for the project. It is important that the description of the requirements be as clear as possible to assist Vendors in providing the required pricing.)*

### **3.2.2 Architecture and Standards**

*(Identify any IT standards or architectures to be used by the Vendor such as database, development tools, browser, reporting tools, and technical architecture components.*

*The Department’s IT head should be consulted regarding information technology standards and guidelines to assure that those stated in the RFP are appropriate, current and in keeping with the standards prescribed by the Alberta Standards Management Committee and the Department. As Government of Alberta*

*standards are developed and/or enhanced they are posted/stored in the Shared Repository (Sharp) at <http://www.sharp.gov.ab.ca/cfml/index.cfm>.)*

### **3.2.3 Implementation**

*(Describe all implementation requirements.)*

### **3.2.4 Interface Development**

*(Describe all interface requirements.)*

### **3.2.5 Project Status Reporting**

*(Describe the frequency of written project status reports and the required content of these reports, for example:*

*Weekly written status reports shall be submitted to the Department Project Manager. These status reports should outline:*

- *overall summarization of the project progress;*
- *deliverables achieved;*
- *deliverables remaining, progress, and expected delivery on each; and*
- *issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.)*

### **3.2.6 Department Supplied Resources**

*(Indicate if any office space, hardware, software licenses, secretarial support, or Department human resources will be available to the Vendor during the project.)*

### **3.2.7 Service Levels**

*(Describe mandatory and/or desirable performance requirements for the Software/Solution for example database performance or application response time.)*

### **3.2.8 Security**

*(Specify the security standard/policies the Vendor must comply with. Describe any mandatory and/or desirable security requirements for the Software/Solution, such as login ID, password protected, security administration, security access.)*

### **3.2.9 Conversion/Transition**

*(Identify any data conversion and/or transition requirements.)*

### **3.2.10 Acceptance Testing**

*(The acceptance testing process that will be used for the project must be described.)*

### **3.2.11 Documentation**

*(Describe any documentation requirements to be delivered by the Vendor, for example: detailed technical system documentation, user documentation, operations procedures, and training manuals.)*

### **3.2.12 User Training**

*(Describe any training to be provided by the Vendor:*

- *Identify who and how many resources require training.*
- *Identify the timing of the training.*
- *Indicate if training is to be provided at the Department's site or off site.*
- *If on-site training is required indicate if the Vendor will be required to deliver training at multiple locations or at one central location.*
- *Identify location of training facilities.*
- *Describe the equipment and software to be provided at the training facility.*
- *Identify any required content for training materials to be provided to trainees.*
- *Identify any experience/skill requirements for the individual(s) delivering the training.)*

### **3.2.13 FOIP**

*(The requirements of the FOIP Act and Records Management Regulation, and Government of Alberta Policy for Protection of Personal Information in IT Outsource Contracts should be considered during the development of the RFP and Contract document.*

*In determining whether access to information, protection of privacy and records management requirements need to be addressed further in the RFP and Contract, Departments should review the documents entitled:*

- *“Freedom of Information and Protection of Privacy – Managing Contracts under the FOIP Act: A Guide for Government of Alberta Contract Managers and FOIP Coordinators” available for review or downloading from website:*

*<http://foip.alberta.ca/resources/publications/pdf/contractmanager.pdf> and*

- *Policy for Protection of Personal Information in Information Technology Outsource Contracts,*

<http://www.sharp.gov.ab.ca/showobject.cfm?docnumber=3293>

*Procurement Services and Legal Services, Alberta Justice should be consulted prior to making any changes to the Standard Contract Provisions.*

*The RFP must specify the procedures to be followed by the Vendor for disposal of the Department's Confidential Information contained in electronic format in hardware of the Vendor or that of its employees, subcontractors, or agents, upon Contract completion or termination.*

### **3.2.14 Maintenance/Software (Solution) Support**

*(The Department will likely be contracting with the successful Vendor to provide maintenance support for the Software/Solution, this section should address:*

- *If fixed or estimated pricing is required for maintenance support;*
- *The period of time the Department intends to contract with the successful Vendor for maintenance support or reserves the option to contract with the Vendor for this support;*
- *How maintenance support will be provided (i.e. % of license fee, time and materials or fixed price basis);*
- *Will maintenance support be contracted under a separate agreement or as part of the Contract resulting from this RFP;*
- *the scope of the maintenance support activities to be provided by the Vendor (e.g. database support, version up-grades, help desk, and the tasks included in each area);*
- *the service levels to be met by the Vendor, for example:*
  - *system must be available a minimum of 95% of the time during Business Hours;*
  - *Help desk support must be provided in such a manner that users will have immediate response to a call (users would wait no longer than 3 minutes on hold) and identification of a resolution of 75% of the calls must be provided to the user within four Business Hours.*
- *if enhancements to the Software/Solution are to be included in maintenance support.*

### **3.3 Vendor Requirements**

*(Identify any mandatory and/or desirable Vendor experience requirements.)*

#### **3.3.1 Mandatory**

#### **3.3.2 Desirable**

### **3.4 Human Resource Requirements (optional)**

**3.4.1 Project Team Requirements (optional)**

*(Identify the mandatory and/or desirable requirements for the project team.)*

**3.4.1.1 Mandatory**

- a.
- b.
- c.

**3.4.1.2 Desirable**

- a.
- b.
- c.

*(Identify if additional points will be awarded for levels of experience that exceed the minimum levels stated for the mandatory and desirable skill requirements.)*

**3.4.2 Project Team Member Requirements (optional)**

*If resource skills/experience are required in addition to the Project Team requirements, identify the appropriate resource types/categories and the mandatory and/or desirable requirements for each role.*

**4.0 EVALUATION CRITERIA**

The RFP evaluation criteria will be distributed within the following rating categories.

*(The table should be modified as appropriate to reflect the approach for the project.)*

<b>Evaluation Categories</b>	<b>Evaluation Category Weighting (1 – 10)</b>
• People	
• Processes	
• Tools	
• Products & Deliverables	
• Service Delivery	
• Pricing/Total Cost of Ownership	
• Measurement & Continuous Improvement	
• Leadership	
• Experience	
• Value Add	
• Relationship	
• Transition	

Each evaluation category referenced above has been given a weight of between 1 and 10 to reflect its relative importance in the evaluation. For example, the category(s) that are most important in the evaluation are given a 10. The category(s) that are least important in the evaluation are given a 1. The remaining evaluation categories are assigned a weighting with those of the same importance being given the same weight. Those that are twice as important as others are assigned twice the weighting, e.g. categories assigned a weighting of 6 are twice as important as those assigned a weighting of 3. Note that the total value of the assigned weights is unlikely to be 100 so scores are not addressed in terms of percentage or “out of 100”.

The following RFP requirements will also be evaluated, but not scored:  
*(expand this list to reflect the applicable criteria)*

- acceptance of RFP terms and conditions
- acceptance of RFP Administration Terms and Conditions

Proposals will be evaluated and scored based on quality of response to the requirements of this RFP. Selection of the preferred Vendor will be based on the highest score.

*(optional)*

Proposals must achieve a minimum of \_\_\_% of the total points for each evaluation category and a minimum overall rating of \_\_\_% of the total points for all rating categories.

*(50% for each rating category and 65% for an overall rating are examples of reasonable scoring thresholds)*

The evaluation framework in Appendix F of this RFP maps the RFP evaluation criteria to each evaluation category identified above.

## **5.0 PROPOSAL CONTENT GUIDELINES**

### **5.1 Proposal Format**

To facilitate ease of evaluation by the Evaluation Team, and to ensure each Proposal receives full consideration, Proposals should be organized in the following format using the section titles and sequence listed below:

- a. Proposal Submission Letter
- b. Table of Contents
- c. Vendor Profile
- d. RFP Requirements
- e. RFP Administration Terms and Conditions
- f. Contract Provisions
- g. Appendices

## **5.2 Proposal Content**

The requirements described with a “must” in this section are required to be provided in the Proposal. It is highly desirable that Proposals also respond to “should” requirements in this section. The Proposal response to all mandatory and desirable requirements in this section will be utilized in evaluating each Proposal.

Vendors proposing an alternative to any RFP requirement must clearly substantiate the merit of the alternative. Proposed alternatives must substantially meet the fundamental intent of the requirement. The acceptability of the alternative will be determined by the Evaluation Team.

### **5.2.1 Proposal Submission Letter**

The Proposal Submission Letter in Appendix D of this RFP, or a similar representation of the same information, must be completed, signed by an authorized representative of the Vendor, and included in the Proposal.

### **5.2.2 Vendor Profile**

**5.2.2.1** The Proposal must include:

- a. a brief introduction of the Vendor, identifying the members of the Consortium (if applicable) and the Prime Vendor who will be the Consortium’s contact with the Department;
- b. the full legal name of the Vendor. In the case of Consortium Proposals, the full legal name of the Prime Vendor and each Consortium member must be provided;
- c. the location of the Vendor’s head office and service centres. For Consortium Proposals, head office and service centre locations must be provided for each Consortium member; and
- d. details of any and all subcontracting arrangements proposed by the Vendor.

The Proposal should include:

- e. a Vendor contact for all questions and clarifications arising from the Proposal. The contact information should include the person’s title, address including email, telephone and facsimile number;
- f. a Vendor contact authorized to participate in Contract finalization. The contact information should include the person’s title, address including email, telephone and facsimile number; and
- g. Corporate references for at least \_\_ projects undertaken by the Vendor that are similar in scope and complexity to the project described in this RFP. References should include the name of the client organization, official contact person for the client organization including street address, email address and telephone number. If the Proposal does not

include these references the Vendor must provide them within 2 Business Days of a request by Procurement Services. Her Majesty may contact these or other references without prior notice to the Vendor. Vendors who, in the opinion of Her Majesty, receive unsatisfactory references may have their Proposal rejected.

**5.2.2.2** In the case of Consortium Proposals, the Proposal must also:

- a. describe the role of the Prime Vendor and each Consortium member;
- b. identify management, ownership, financial and legal relationships between Consortium members;
- c. demonstrate a Consortium management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services; and
- d. demonstrate that Consortium members are qualified to perform the tasks they have been proposed to perform.

### **5.2.3 RFP Requirements**

*(Requirements to be addressed in the Proposal should be inserted under the appropriate category heading below. In determining the requirements, the Department should consider the needs of the project and what the Vendor should provide and/or demonstrate in its Proposal, to be qualified for and/or successful to undertake the project. Refer to Appendix F of this template and Appendix H of the “Request for Proposals (RFP) Response Evaluation Process” document for sample requirements/questions.)*

#### **5.2.3.1 People**

##### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

#### **5.2.3.2 Processes**

##### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

### **5.2.3.3 Tools**

#### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

### **5.2.3.4 Products & Deliverables**

#### **a. Requirements**

1. The Proposal must:
  - a. Identify the version of Software that is being proposed. The proposed Software must be commercially available prior to the RFP closing date.
  - b.
  - c.

### **5.2.3.5 Service Delivery**

#### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

### **5.2.3.6 Pricing/Total Cost of Ownership**

#### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.
2. **Mandatory:**
  - a. Vendors must use the Pricing Form in Appendix B to submit their pricing for the Services and Materials described in this RFP.

### **5.2.3.7 Measurement & Continuous Improvement**

#### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

### **5.2.3.8 Leadership**

#### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

### **5.2.3.9 Experience**

#### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

### **5.2.3.10 Value Add**

#### **a. Requirements**

1. The Proposal should:
  - a.
  - b.
  - c.

### **5.2.3.11 Relationship**

#### **a. Requirements**

1. The Proposal should:

- a. include the Vendor’s business code of ethics or similar corporate policy, information or statements that the Vendor and its employees, subcontractors, agents, and, if applicable, Consortium members must adhere to with respect to ethical conduct requirements.
- b.
- c.

#### **5.2.3.12 Transition**

##### **a. Requirements**

- 1. The Proposal should:
  - a.
  - b.
  - c.

#### **5.2.4 RFP Administration Terms and Conditions**

Vendors by submitting a Proposal are deemed to have accepted the RFP Administration Terms and Conditions.

In accordance with Clause 2.4.1 (c) of the RFP Administration Terms and Conditions the Vendor, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to Her Majesty considered to be confidential and what harm could reasonably be expected from disclosure. Her Majesty does not warrant that this identification will preclude disclosure under FOIP.

#### **5.2.5 Standard Contract Provisions**

Except as otherwise noted in Appendix A, the acceptance of the Contract Provisions is desirable. Unless the Proposal contains an express provision to the contrary, Vendors by submitting a Proposal are deemed to have accepted each of the provisions of the Contract exactly as drafted (including any Schedules) attached as Appendix A.

Where the Vendor responds “Not Met” to a Contract provision identified as “desirable”, the Vendor should provide in their Proposal the Vendor’s position on the provision, i.e. the wording that the Vendor prefers to be included in the Contract.

Where the Vendor responds “Not Met” to a Contract provision identified as “mandatory”, the Vendor must provide in their Proposal the Vendor’s final position on the provision, i.e. the wording that the Vendor requires for the Vendor to enter into a contract. Her Majesty will deem any alternative wording,

including suggested, recommended, or proposed wording, as reflecting the Vendor's final position on the provision. Alternative wording should be considered carefully since alternative wording for mandatory contract provisions not meeting the fundamental intent of the provision will result in rejection of the Proposal. Her Majesty will determine whether the alternative wording meets the fundamental intent of the provision.

#### **5.2.6 Vendor's Proposed Contract Provisions**

Any proposed license or maintenance agreement that the Vendor will require, should be included in the Proposal or must be provided to Procurement Services within 3 Business Days of request. In the case of conflicts, discrepancies, errors or omissions among the proposed license, maintenance or support agreements and the Vendor's response to RFP section 5.2.5 (Standard Contract Provisions) in its Proposal, Vendor's response to RFP section 5.2.5 (Standard Contract Provisions) in its Proposal shall take precedence and govern.

#### **5.2.7 Appendices**

If the Vendor wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the Proposal.

## APPENDIX A CONTRACT PROVISIONS

Her Majesty has identified the following contract provisions as “mandatory”:

- 3.0 Warranty
- 5.0 Rights in Relation to the Software
- 9.0 Third Party Claims
- 10.0 Intellectual Property
- 11.0 Responsibility and Liability
- 12.0 Confidentiality
- 13.0 Safety and Security
- 14.0 Insurance
- 16.0 Statutory Compliance
- 18.0 Assignment
- 20.0 Conflict of Interest
- 21.0 Time is of the Essence
- 23.0 Records
- 24.0 Personnel Replacement
- 25.0 Records of Personal Information
- 26.0 Independent Contractor

The Proposal must include an explicit response to each of the mandatory provisions of the Contract by indicating either:

- “Met”** - means that the Vendor accepts the provision exactly as drafted.
- “Not Met”** - means that the Vendor does not accept the provision exactly as drafted. If the Vendor does not accept a Contract provision exactly as drafted, the appropriate response is “Not Met” and the Vendor must provide in their Proposal the Vendor’s final position on the provision i.e. the wording that the Vendor requires from the Vendor to enter into a contract. Her Majesty will deem any alternative wording, including suggested, recommended, or proposed wording, as reflecting the Vendor’s final position on the provision. Alternative wording should be considered carefully since alternative wording for mandatory contract provisions not meeting the fundamental intent of the provision will result in rejection of the Proposal. Her Majesty will determine whether the alternative wording meets the fundamental intent of the provision.

The Proposal should include an explicit response to each of the desirable Contract provisions by indicating either:

- “Met”** - means that the Vendor accepts the provision exactly as drafted.
- “Not Met”** - means that the Vendor does not accept the provision exactly as drafted. If the Vendor does not accept a Contract provision exactly as drafted, the appropriate response is “Not Met” and the Vendor should provide in their Proposal the Vendor’s position on the provision, i.e. the wording that the Vendor prefers to be included in the Contract.

If the Vendor responds “**Not Met**” to any of the following provisions, the Vendor should include their rationale for any suggested wording including an explanation as to how the proposed wording is beneficial to the parties.

The Vendor’s explicit response to each of the Contract provisions will be considered in the evaluation of the Proposal. The balance of the Contract will be finalized between the preferred Vendor and the Minister.

## **1.0 Term**

The Vendor shall begin performing the Services and delivering the Materials on \_\_\_\_\_, 2000\_, and shall complete the performance of the Services and delivery of the Materials on or before \_\_\_\_\_, 2000\_.

## **2.0 Payment**

**2.1** The Minister agrees to pay the Vendor up to a maximum sum of \$\_\_\_\_\_ to perform the Services and deliver the Materials including all expenses incurred under this Contract. The Vendor shall not be paid for the Goods and Services Tax (“GST”) or the Harmonized Sales Tax (“HST”). The Vendor shall be paid:

- a) the amounts as set out in Schedule A for completion of the Services and/or delivery of the Materials in accordance with the provisions of this Contract; and
- b) upon submitting an invoice and other supporting documentation which may be required by the Minister describing the Services and Materials for which payment is claimed.

**2.2** The Minister shall pay the Vendor within thirty (30) days of receipt of an invoice provided the requirements of clause 2.1 have been met.

**2.3** Despite anything in this Contract, the Minister may holdback fifteen (15) percent of any payments due under this Contract to ensure the Services are performed, and Materials delivered in accordance with the provisions of this Contract.

**2.4** The Minister shall pay to the Vendor upon completion of the Warranty Period for the Solution, any amount held back by the Minister under clause 2.3, if the Services and Materials are in accordance with the provisions of this Contract.

## **3.0 Warranty**

**3.1** The Vendor warrants that the Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software (“Warranty Period”).

**3.2** The Vendor warrants that the Software/Solution will perform in accordance with the Vendor’s representations as stated in the Contract.

- 3.3** The Warranty Period for each Solution Edition will commence upon the completion of successful Acceptance Testing of the Solution for each Solution Edition.
- 3.4** The Warranty Period for the Software/Solution will commence when the Department has placed its Software/Solution in production (subsequent to successful completion of Acceptance Testing) at the Department.
- 3.5** If the Software/Solution does not perform in accordance with the Contract during the Warranty Period, then the Vendor shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labour, freight and insurance to and from the Department's site.
- 3.6** Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the Vendor or, if the Vendor is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.
- 3.7** If any defect in the Software/Solution is not rectified by the Vendor before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Minister:
- a) the defect has been corrected; and
  - b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.
- 3.8** Despite any other provision, the Minister, at the Minister's option, may return a defective Software/Solution to the Vendor within ten (10) days of delivery of the Software/Solution and the Vendor shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to:
- a) broken seals;
  - b) missing items; and
  - c) Software that is not the most current version at the time of shipping.
- 3.9** The Vendor shall provide, after the warranty commences for all Software/Solution components, telephone support to the Minister during Business Days for assistance with the operation of the Software/Solution.
- 3.10** If the Vendor is not the Manufacturer of certain components of the Software/Solution, then the Vendor shall disclose the Manufacturer's warranty for such components to the Minister and, in the event such warranty exceeds the Vendor's warranty under this Contract in any respect, shall ensure that the Minister will receive the benefit of the Manufacturer's warranty.

#### **4.0 Acceptance Testing**

- 4.1** The Minister will conduct Acceptance Testing of the Solution for each Solution Edition subsequent to the Vendor installation of all components for the Software/Solution. The period of Acceptance Testing shall not exceed ninety (90) Business Days.
- 4.2** The Minister will conduct Acceptance Testing of the Solution subsequent to Vendor installation of all components of the Software/Solution. The period of Acceptance Testing shall not exceed ninety (90) Business Days.
- 4.3** The Vendor will have a remedy period of twenty (20) Business Days from the end of Acceptance Testing to correct any and all defects identified during Acceptance Testing. At the end of Acceptance Testing or the remedy period, whichever is later, the Minister reserves the right to reject the Software/Solution if the Software/Solution does not operate in accordance with this Contract.
- 4.4** If the Solution is rejected by the Minister during the testing period:
  - a) The Minister will, at the Vendor's expense and risk, either hold the Software for disposition by the Vendor or return the Software/Solution to the Vendor; and
  - b) The Vendor shall immediately, at the Minister's option, either replace the Software/Solution or, if applicable, refund to the Minister all monies paid.

#### **5.0 Rights in Relation to the Software**

- 5.1** If the Vendor is not the Manufacturer of components of the Software/Solution, then the Vendor shall provide the Minister, within 10 days of a request by the Minister, with written authorization from the Manufacturer confirming that all rights specified in this Contract in relation to those components of the Software/Solution are agreed to by the Manufacturer.

#### **6.0 Title and License**

- 6.1** Title to the Software shall remain with the Vendor or to the party that is authorized to provide the rights in relation to the Software. Subject to the terms and conditions of any license agreement between the parties, the Vendor grants a license to the Minister to use, execute, reproduce, display, and perform the Software, Software upgrades and any user documentation provided for the Solution.
- 6.2** In order to accommodate evolving roles and responsibilities of the Minister, the Vendor shall, upon request of the Minister permit, the Minister to purchase additional licenses for additional users and sites based on the prices set out in

Schedule A with any such additional licenses to be subject to the terms and conditions of this Contract.

- 6.3**
- a) Ownership of all Customization that is not incorporated by the Vendor into the next two (2) releases of the Software following the implementation of the Solution and related Materials including copyright, patent, trade secret, industrial design or trade mark that are made, prepared, developed, generated, produced or acquired under or in relation to this Contract by the Vendor, the Vendor's employees, subcontractors or agents belongs to the Minister when they are paid for by the Minister. The Customization and all related Materials shall be delivered to the Minister upon request or completion or termination of the Contract.
  - b) If the Vendor incorporates any Customization into either of the next two (2) releases of the Software following the implementation of the Solution, the Vendor shall have title to, and be the owner of, such Customization and the Minister shall have the same rights in relation to the Customization as specified in this Contract for the Software/Solution.
  - c) The Vendor:
    - (i) irrevocably waives in whole all moral rights, and
    - (ii) shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

to the Customization that is not incorporated by the Vendor into the Software within two (2) releases following the implementation of the Solution and related Materials made, prepared, developed, generated, produced, or acquired under this Contract and declares that these waivers shall operate in favour of the Minister and the Minister's assignees and licensees.

## **7.0 Source Code**

- 7.1** The Vendor must, within ten (10) Business Days of the execution of the Contract and within ten (10) Business Days of all updates, enhancements and new releases to the Software/Solution released by the Vendor thereafter, maintain a current copy of the source code, proprietary tools and user documentation of the Software/Solution in escrow with an escrow agent, to be mutually agreed upon. Within ten (10) Business Days from the date of any new release of the Software/Solution, the Vendor must place an updated copy of the source code, proprietary tools and user documentation with the designated escrow agent if this Contract provides for maintenance or the right of the Minister to obtain new releases. All costs of escrow shall be at the Vendor's expense.
- 7.2** The Contract with the escrow agent must name the Minister as a beneficiary under that Contract and provide that a copy of the source code, proprietary tools and user documentation in escrow shall be released to the Minister by the escrow agent not later than ten (10) Business Days after the occurrence of any one or more of the following events:

- a) the Vendor making an assignment for the benefit of its creditors generally;
- b) the Vendor filing a petition or making a proposal under *the Bankruptcy and Insolvency Act*, Canada, or similar equivalent legislation of an applicable jurisdiction;
- c) the Vendor is the subject of a receiving order or a petition filed under the *Bankruptcy and Insolvency Act*, Canada, or such other applicable legislation and where the Vendor does not contest such receiving order or petition in good faith;
- d) the Vendor making an application under the *Companies' Creditors Arrangement Act* or similar or equivalent legislation of any applicable jurisdiction;
- e) the Vendor is subject to any distress or execution levied on its rights under the Contract;
- f) the Vendor is subject to appointment of any receiver, manager, receiver-manager, liquidator or trustee of the property, assets or undertaking of the Vendor pursuant to the terms of a court order or security contract or similar instrument and such appointment is not revoked or withdrawn within thirty (30) days of the appointment, provided that such period of thirty (30) days shall be extended to one hundred and twenty (120) days after such appointment where the Vendor demonstrates to the reasonable satisfaction of the Minister that it is contesting such appointment in good faith; or
- g) the Vendor discontinues performing maintenance of the Software/Solution.

## **8.0 Governing Laws**

- 8.1** The Contract shall be interpreted and applied in the courts, and according to the laws in force, in the Province of Alberta.

## **9.0 Third Party Claims**

- 9.1** The Vendor agree 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 Vendor is legally responsible, including those arising out of negligence or willful acts of the Vendor, or the Vendor's employees or agents.

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

**9.2** Despite clause 9.1, where loss or damage is directly related to the Materials provided by or through the Vendor, the Vendor's liability shall not extend to loss or damage arising out of:

- a) modifications made to the Materials by the Minister;
- b) the Vendor having been required to conform to all or part of specific product designs of the Minister;
- c) the use by the Minister of the Materials with programs, hardware or software supplied by other parties, unless the Vendor has represented to the Minister that the Materials are designated for use with such other programs, hardware or software;
- d) use of the Materials by the Minister in a manner contrary to the Vendor's specifications and/or documentation provided by or through the Vendor and accepted by the Minister;
- e) use of the Materials by the Minister on any hardware for which the Software/Solution was not designed; or
- f) the Minister not using corrections to the Materials made known and available by the Vendor. This exception only applies if the corrections made known and available by the Vendor do not diminish the Material's performance or functions as required by this Contract.

**9.3** Despite clause 9.1, where loss or damage is directly related to the Materials provided by or through the Minister under this Contract, the Minister's liability shall not extend to loss or damage arising out of:

- a) modifications made to the Materials by the Vendor;
- b) the use by the Vendor of the Materials with programs, hardware or software supplied by other parties, unless the Minister has represented to the Vendor that the Materials are designated for use with such other programs, hardware or software;
- c) use of the Materials by the Vendor in a manner contrary to the Minister's specifications and/or documentation provided by or through the Minister and accepted by the Vendor;
- d) use of the Materials by the Vendor on any hardware for which the software was not designed; or
- e) the Vendor not using corrections to the Materials made known and available by the Minister. This exception only applies if the corrections made known and available by the Minister do not diminish the Material's performance or functions as required by this Contract.

**9.4** The party claimed against or sued by a third party must notify the other in writing of a claim or suit promptly and provide reasonable cooperation, at the responsible party's expense. Neither party shall have any obligation under any settlement made without its written consent.

## 10.0 Intellectual Property

- 10.1** (a) Subject to clause 10.1(c) below, if a third party claims that any Materials delivered to the Minister by the Vendor, the Vendor's subcontractors or agents under this Contract infringes any copyright, patent, trade secret, industrial design, trade mark or any other proprietary right enforceable in Canada, the Vendor will defend the Minister against that claim at the Vendor's expense. In this regard, the Vendor will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by the Vendor, provided that the Minister:
- (i) promptly notifies the Vendor in writing of the claim; and
  - (ii) cooperates with the Vendor, and allows the Vendor to control, with the Minister's participation, the defence and any related settlement negotiations.
- (b) If such a claim is made or appears likely to be made under clause 10.1(a), the Minister agrees to permit the Vendor to enable the Minister, at the Vendor's cost and with the Minister's agreement, to continue to use the Materials or to provide the Minister with a non-infringing replacement or modification which meets the specifications and functionality required for the Materials in this Contract. If the Vendor determines that none of these alternatives is reasonably available, the Minister shall return the Materials to the Vendor on the Vendor's written request and the Vendor shall pay the Minister, upon the Minister's return of the Materials, the remaining unamortized amount based on a seven year straight line amortization schedule.
- (c) The Vendor has no obligation regarding any claim based upon any of the following:
- (i) the Minister's modification of the Materials or use of Software Materials in other than the operating environment specified for the Software;
  - (ii) the combination, operation or use of the Materials with any programs, hardware or software that the Vendor did not provide, unless the Vendor has specifically approved of the other programs, hardware or software for such combination, operation or use;
  - (iii) compliance with the Minister's written requirements for the Materials and which the Vendor has advised the Minister in writing with reasons that clause 10.1(a) will not apply with the Minister's written requirement; or
  - (iv) infringement by anything provided first by the Minister for use in creating the Materials.
- (d) If a third party claims that the Materials delivered by the Vendor, the Vendor's subcontractors or agents infringes any copyright, patent, trade secret, industrial design, trade mark or any other proprietary right enforceable in Canada and the alleged infringement is based upon:

- (i) compliance with the Minister's written requirements for such Materials and which the Vendor has advised the Minister in writing with reasons that clause 10.1(a) will not apply with the Minister's written requirement; or
- (ii) anything provided first by the Minister for use in creating such Materials

then the Minister will defend the Vendor against the claim at the Minister's expense. In this regard, the Minister will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by the Minister, provided that the Vendor promptly notifies the Minister in writing of the claim and cooperates with the Minister in, and allows the Minister to control, with the Vendor's participation, the defence and any related settlement negotiations.

- (e) If a claim described in clause 10.1(d) is made or appears likely to be made, the Vendor agrees to permit the Minister, at the Minister's cost, to continue to use such Materials or to modify or replace it. If the Minister determines that none of these options are reasonably available, the Vendor agrees to return such Materials to the Minister on the Minister's written request.
- (f) The Minister has no obligation regarding any claim based on any of the following:
  - (i) the Vendor's modification of the Materials or use of software Materials in other than the operating environment specified for the software;
  - (ii) the combination, operation or use of the Materials with any programs, hardware or software that the Minister did not provide, unless the Minister has specifically approved of the other programs, hardware, or software for such combination, operation or use;
  - (iii) compliance with the Vendor's written requirements for the Materials; or
  - (iv) infringement by anything provided first by the Vendor for use in creating the Materials, except to the extent such infringement arises from compliance with the Minister's requirements for the Materials and which the Vendor has advised the Minister in writing with reasons that clause 10.1(a) will not apply with the Minister's written requirement.
- (g) The party claimed against or sued by a third party must notify the other in writing of a claim or suit promptly and provide reasonable cooperation, at the responsible party's expense. Neither party shall have any obligation under any settlement made without its written consent.

## **11.0 Responsibility and Liability**

- 11.1** The Vendor shall be responsible for loss or damage to the real or tangible personal property of the Minister where the Vendor is legally responsible, including negligence, or wilful harm of the Vendor, its employees, subcontractors or agents.
- 11.2** The Vendor shall be responsible for any and all financial losses suffered by the Minister where the Vendor is legally responsible including negligence or wilful acts of the Vendor, the Vendor's employees, subcontractors or agents.
- 11.3** The Vendor's liability for financial losses as described in clause 11.2 shall be limited to \$\_\_\_\_\_ per claim and up to an aggregate of \$\_\_\_\_\_ for this Contract.
- 11.4** The Vendor shall not be liable for loss of, or damage to the Minister's electronic records or data, except if the Vendor causes the loss of or damage to the back-up electronic records or data. It is understood that the Minister has established back-up procedures for minimizing or avoiding the loss or damage to its electronic records or data through separate business recovery services outside this Contract.
- 11.5** Subject to clauses 9, 10, 11.1, 11.2, and 11.3, neither the Minister nor the Vendor shall be liable to the other in connection with any claim for any special, incidental, indirect or consequential loss or damages.

## **12.0 Confidentiality**

- 12.1** (a) The Vendor, its employees, agents and subcontractors shall neither disclose nor authorize nor permit disclosure to any person or corporation now, or at any time in the future, any information or documents of any kind or other matter or thing which comes to its knowledge or into its possession by reason of this agreement ("Confidential Information"), and shall retain all Confidential Information as confidential.
- (b) The Vendor may disclose Confidential Information to:
- (i) employees of the Vendor who have a need to know;
  - (ii) agents and subcontractors who have a need to know provided that the Vendor has a confidentiality agreement with the agent or permitted subcontractor containing terms substantially similar to this agreement; and
  - (iii) any other person with prior written authorization from the Minister.
- (c) The Vendor shall ensure that such employees, agents and subcontractors will comply with the terms of this agreement and the Vendor shall be responsible for any breach the terms of this agreement by them.
- (d) Notwithstanding clause 12.1(a), the Vendor's obligations of confidentiality hereunder do not include information or documents which: (i) are or become

publicly known or available through no wrongful act of the Vendor, its employees, agents or subcontractors; (ii) are independently developed without benefit of the Confidential Information; or (iii) are received by or from a third party without restriction and without a breach of an obligation of confidentiality. Confidential Information may be disclosed to the extent required by law or court order, provided that the Minister is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

- (e) The Vendor shall immediately notify the Minister of any actual or potential loss, unauthorized disclosure, access or use of Confidential Information, or any other breach or potential breach of this clause 12. Further, the Vendor shall provide commercially reasonable assistance to the Minister to regain possession of the Confidential Information and to prevent further unauthorized disclosure, access or use.

**12.2** Without limiting the generality of clause 12.1 the Vendor acknowledges and agrees that, with respect to any “personal information” as defined in Alberta’s *Freedom of Information and Protection of Privacy Act* (“FOIPP”), or “health information” as defined in Alberta’s *Health Information Act* (“HIA”), that is obtained, generated, collected or provided under or pursuant to this Contract (collectively referred to as the “Personal Information”):

- (a) the Vendor is an “affiliate” with respect to “health information” as those terms are defined in HIA and an “employee” as that term is defined in FOIPP;
- (b) the Vendor shall ensure that no Personal Information is collected unless such collection is expressly authorized by the Minister in writing in advance of any collection taking place;
- (c) the Vendor shall use the Personal Information only for the purposes contemplated by this Contract;
- (d) the Vendor shall cause its employees, agents or subcontractors to use the Personal Information solely for the purposes of this Contract and shall limit access to the Personal Information to only those employees, agents and subcontractors who have a need to know. The Vendor further agrees to be fully and solely responsible for the actions of its employees, agents and subcontractors with respect to the collection, storage, use or disclosure of the Personal Information;
- (e) the Vendor shall protect the Personal Information against such risks as unauthorized access, use, disclosure, destruction or alteration and shall provide the Minister with any information regarding such security measures that the Minister may require to verify obligations under HIA and FOIPP are being fulfilled by the Vendor;
- (f) the Vendor shall return to the Minister or destroy, in accordance with

instructions provided by the Minister, any Personal Information upon expiry or termination of this Contract;

- (g) the Vendor is not permitted to take, store, use or disclose Personal Information outside Alberta;
- (h) the Vendor agrees to act on any direction that the Minister may provide with regard to the use, collection, access, security and disclosure of Personal Information; and
- (i) the Vendor shall immediately advise the Minister of any actual or potential breach of HIA or FOIPP by the Vendor, its employees, agents or subcontractors upon the Vendor becoming aware of such actual or potential breach.

### **13.0 Safety and Security**

**13.1** The Vendor, its employees, subcontractors, and agents when using any Alberta Government buildings, premises, hardware and software shall comply with all safety and security policies, regulations and directives relating to those buildings, premises, hardware and software.

### **14.0 Insurance**

**14.1** The Vendor shall, at its own expense, in accordance with the Insurance Act of Alberta and without limiting its liabilities under this Contract, insure its operations under a contract of General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.

**14.2** The Vendor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Vendor in an amount not less than \$1,000,000.00.

**14.3** The Vendor shall provide the Minister with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services.

**14.4** All required insurance shall be endorsed to provide the Minister with 30 days advance written notice of cancellation or material change restricting coverage.

**14.5** The Vendor shall comply with the Workers' Compensation Act of Alberta, when the Act applies, and shall upon demand by the Minister, deliver to the Minister a certificate from the Workers' Compensation Board showing that the Vendor is registered and in good standing with the Board.

## **15.0 Outsourcing**

**15.1** Despite any other term or condition in the Contract, the Minister may transfer to a third party who is under contract to the Minister, a copy of and the right to use the Software/Solution acquired as part of the Contract including, if applicable, the source code, proprietary tools and all related documentation, for the third party's use in performing duties and tasks on behalf of the Minister. If the Software/Solution is transferred from the Minister to a third party in accordance with the terms and conditions of the Contract:

- a) the Vendor shall not require the third party to pay any additional monies to the Vendor for the provision of and the right to use the Software/Solution during the period the Minister has the right to use the Software/Solution, provided the Minister has paid all applicable fees as of the date of the transfer;
- b) the Vendor shall provide to the third party the Software/Solution to be provided to the Minister under the Contract, including service, maintenance, support and upgrades on the same terms and conditions as stated in the Contract;
- c) the Minister shall not be responsible to the Vendor for any fees from the date the Software/Solution is transferred to the third party; and
- d) the Minister shall contract with the third party to:
  - (i) restrict use of the Software/Solution in accordance with the terms and conditions of the Contract,
  - (ii) require that the third party, its employees, subcontractors and agents comply with the confidentiality terms and conditions of the Contract, and
  - (iii) make payments to the Vendor for all fees, in accordance with the terms and conditions of the Contract, including maintenance and upgrades, if applicable, that relate to the Software/Solution from the date the Software/Solution is transferred to the third party.

In the event that the contractual relationship between the Minister and the third party expires or is terminated, the third party's rights to the Software/Solution are terminated and all rights provided in the Contract in relation to the Software/Solution are transferred back to the Minister.

**15.2** The Government of Alberta is considering a cross-government initiative that would introduce a new structure for the delivery of government ICT services. This initiative would establish a relationship with an ICT Service Coordinator who would assume responsibility for overall coordination of ICT infrastructure and application maintenance services for the Government of Alberta. Clause 18.2 contains a provision that allows the Minister to assign any part or this entire Contract to a third party.

## **16.0 Statutory Compliance**

### **16.1** The Vendor shall:

- (a) Comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Vendor in performing the Services.
- (b) Pay, when due, all taxes, rates, duties, assessments and license fees that may be levied, rated, charged or assessed upon the Vendor in performing the Services.
- (c) The Minister may deduct from all payments to the Vendor such amounts as required by the *Income Tax Act* (Canada), as amended, revised or substituted from time to time.

## **17.0 Survival of Terms**

### **17.1** Despite any other term or condition of the Contract, those clauses which by their nature continue after the conclusion or termination of the Contract shall continue after such conclusion or termination, including:

- a) Clause 6 Title and License;
- b) Clause 7 Source Code;
- c) Clause 9 Third Party Claims;
- d) Clause 10 Intellectual Property
- e) Clause 11 Responsibility and Liability
- f) Clause 12 Confidentiality; and
- g) Clause 15 Outsourcing.

### **17.2** In the case of conflicts, discrepancies, errors or omissions among the Request for Proposals, Proposal, this document and any amendments; the documents and amendments to them shall take precedence and govern in the following order:

- (a) this document
- (b) Request for Proposals
- (c) Proposal

## **18.0 Assignment**

### **18.1** The Vendor shall not assign, subcontract other than as identified in the Proposal or otherwise dispose of any of its rights, obligations or interests in the Contract, without first obtaining the written approval of the Minister, which approval shall not be unreasonably withheld. Should the Minister consent to subcontracting, the Vendor shall remain solely responsible for its obligations under the Contract.

### **18.2** (a) The Minister may assign any part or this entire Contract upon sixty (60) days notice to the Vendor.

- (b) (i) The Vendor consents and has obtained, and will during this Contract obtain, the consent of all legal entities identified in this Contract (Note: this Contract includes the Proposal) to allow the use of such parties' information in this Contract:
    - (aa) by third parties which are considering taking an assignment from the Minister of any part or this entire Contract to evaluate whether to take such assignment; and
    - (bb) for the purposes of this Contract if the third party takes such an assignment from the Minister.
  - (ii) The Vendor shall, on request of the Minister, provide the Minister with a copy of the written consent, as specified above, of all legal entities identified in this Contract.
  - (iii) The Minister shall require such third parties to sign a confidentiality agreement prior to obtaining information in this Contract and which agreement shall require such information be kept confidential other than for the purposes specified in clause 18.2(b)(i).
- (c) The consent required under clause 18.2(b) shall be in the following form:
- (i) (name legal entity) consents to the use of our information contained in the agreement between (name of Vendor) and Her Majesty the Queen in right of Alberta, as represented by the Minister of (name of Department) ("Minister") ("Agreement") by third parties which are considering taking an assignment from the Minister of any part or all of that Agreement.
  - (ii) Such third parties may only use our information for:
    - (aa) evaluating whether to take an assignment from the Minister of any part or all of that Agreement; and
    - (bb) this Contract if the third party take an assignment from the Minister of any part or all of that Agreement.
  - (iii) (name of Vendor) shall provide this consent to the Minister upon request of the Minister.
- (d) The requirement of obtaining consent in clause 18.2(b) does not apply in relation to an individual whose skill summary/resume is contained in this Contract. However the name, business phone number and business addresses (email and street) of such individuals may be provided to third parties.
- (e) Subject to the requirements of any Confidentiality Legislation, the Minister shall not provide the skill summaries/resumes contained in this Contract to a

third party which is considering taking, or who takes, an assignment of any part or this entire Contract.

## **19.0 Dispute Resolution**

- 19.1** (a) The parties shall use reasonable effort to resolve any dispute via a meeting between the Minister's representative for this Contract and a representative of the Vendor.
- (b) If the parties' representatives cannot resolve the dispute, the Minister or the Minister's representative shall make a decision.
- (c) If the Vendor disagrees with the Minister's decision under clause 19.1(b), the Vendor shall have ten (10) days from the date of receipt of the Minister's decision to provide written notice to the Minister requiring the matter be submitted for arbitration, or the Vendor shall be deemed to have accepted the Minister's decision. All arbitrations shall be held in Edmonton, Alberta before a single arbitrator to be mutually agreed upon. If the parties cannot agree on an arbitrator within fifteen (15) Business Days of the receipt of the Minister's decision under clause 19.1(b), either party may apply, within twenty (20) Business Days of receipt of the Minister's decision under clause 19.1(b), to a Justice of the Court of Queen's Bench of Alberta to have an arbitrator appointed. Both parties shall present evidence to the arbitrator within ten (10) Business Days after the appointment of the arbitrator. The decision of the arbitrator shall be issued within thirty (30) days after the arbitrator is appointed. Except as modified in this Contract, the provisions of the Arbitration Act of Alberta, as amended, modified or substituted from time to time shall govern the arbitration process.
- (d) Despite any other provision of this Contract, the following matters are excluded from arbitration:
- (i) a decision by the Minister to allow this Contract to expire;
  - (ii) any claims involving third parties;
  - (iii) intellectual property claims whether initiated by third parties or by the parties to this Contract;
  - (iv) a decision by the Minister not to proceed with a change order or to terminate a change order;
  - (v) a decision by the Minister requiring the Vendor to proceed with a change order approved by the Minister, and
  - (vi) a decision by the Minister to terminate this Contract..

## **20.0 Conflict of Interest and Ethical Conduct**

- 20.1** (a) The Vendor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Vendor or the Vendor's employees, subcontractors or agents in relation to the Materials and Services, and all

Materials shall be provided and Services shall be performed in accordance with high ethical standards, including without limitation the following:

- (i) the Vendor shall not influence, or seek to influence, or otherwise take part in a decision of the Minister knowing that the decision might further the Vendor's private interests;
  - (ii) where the Services involve providing advice, making recommendations to the Minister or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
  - (iii) except for payment as set out in this Contract, the Vendor shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the provision of the Materials or performance of the Services;
  - (iv) the Vendor shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the provision of the Materials or performance of the Services;
  - (v) the Vendor, upon request by the Minister, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Vendor in its business practices or in relation to its employees or subcontractors; and
  - (vi) the Vendor shall comply with, and ensure that its employees and subcontractors comply with, the Lobbyists Act of Alberta.
- (b) In the event the Vendor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Vendor's provision of the Materials or performance of the Services, the Vendor shall immediately disclose such matter to the Minister in writing. Upon such disclosure, the Vendor shall not commence or continue provision of the Materials or performance of the Services without the prior written consent of the Minister. If the Minister is of the opinion the Vendor is in a conflict of interest, the Minister may terminate this Contract.

## **21.0 Time is of the Essence**

**21.1** Time is of the essence of this Contract.

## **22.0 Status Reporting**

**22.1** The Vendor shall submit bi-weekly reports to the Delivery Project Manager during the term of this Contract. These status reports shall outline:

- (a) baseline for overall Project tasks and timelines
- (b) overall summarization of the Project progress;
- (c) deliverables achieved;
- (d) deliverables remaining, progress, and expected delivery on each; and

- (e) issues and concerns affecting specific deliverables and the Project schedule or any other aspect of the Project.

## **23.0 Records**

### **23.1** The Vendor shall:

- (a) Keep and maintain in accordance with generally accepted accounting principles complete and accurate books, records, and accounts of all costs, expenditures and commitments relating to this Contract and, on demand, provide to the Minister these documents to examine, audit and take copies and extracts.
- (b) Keep the documents referred to in clause 23.1(a) for 3 years following the completion or termination of this Contract.

## **24. Personnel Replacement**

**24.1** The Vendor shall not replace any employee, subcontractor or agent identified in the Proposal or add any employee, subcontractor or agent to perform the Services without the prior written approval of the Minister, which approval shall not be unreasonably withheld.

### **24.2** The Vendor shall:

- (a) remove any employee, subcontractor or agent of the Vendor upon the written request of the Minister within the time limit indicated in such request; and
- (b) only replace such a removed employee, subcontractor or agent of the Vendor upon getting written approval of the Minister, which approval shall not be unreasonably withheld.

## **25. Records of Personal Information**

**25.1** The Vendor shall for all records of Personal Information which are disclosed to the Vendor under this Contract, including those records which are collected, used or stored on behalf of the Minister, store them only in Alberta.

**25.2** Before disclosing to the Minister any Personal Information about any individual who is providing or will provide the Services, the Vendor shall obtain the consent of the affected individual. The consent must be in writing; specify to whom the Personal Information can be disclosed; and how the Personal Information can be used. The Vendor shall provide such consents to the Minister for confirmation and review upon the Minister's request.

**26. Independent Contractor**

**26.1** The Vendor is an independent contractor for the purposes of this Contract and shall not be deemed to be a servant, employee or agent of the Minister.

**27. Notices**

**27.1** Any notice to be made under this Contract shall be deemed given to the other party if in writing and personally delivered; sent by prepaid registered mail; or sent by facsimile transmission; addressed as follows:

The Minister:  
Address:  
Attention:  
Fax:

The Vendor:  
Address:  
Attention:  
Fax:

**27.2** The address of either party may be changed to any other address in Alberta by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivery or transmission is on a Business Day. All notices and payments sent by prepaid registered mail shall be deemed to be received on the fourth Business Day following mailing in any Post Office in Canada, except in the case of postal disruption, then any notice or payment shall be given by telegram, facsimile transmission or personally served.

**28.0 Termination**

**28.1** The Minister may immediately terminate this Contract, without cause, upon written notice to the Vendor.

**28.2** If this Contract is terminated:

- a) Excluding Pre-existing Work, its User Documentation and Proprietary Tools, and Customization which the Vendor incorporates into the Software within the next two releases, all Materials made, prepared, developed, generated, produced or acquired by the Vendor, the Vendor's employees, subcontractors or agents under this Contract, up to and including the completion date of the Warranty Period, are the property of the Minister;

- b) the Minister shall have the rights as described in clause 6 for all Pre-existing Work included in the Materials delivered to the Minister at the effective date of termination and its User Documentation and Proprietary Tools;
- c) The Vendor must still, if requested by the Minister, complete all Services required in clause 3, in accordance with this Contract;
- d) all terms and conditions of this Contract, as applicable, shall continue during the Warranty Period; and
- e) the Minister shall only have to pay the Vendor for the Services completed and Materials delivered in accordance with this Contract up to the effective date of termination.

## APPENDIX B PRICING FORM

Vendors must use this Pricing Form, or a similar representation of the same information to submit their pricing for the Services and Materials described in the RFP.

Vendors should propose in Canadian funds. Where applicable, Proposals in U.S. funds will be converted to Canadian funds by Procurement Services and evaluated on the converted amount. This conversion will be based on the daily noon rates appearing on the Bank of Canada's website <http://www.bankofcanada.ca/fmd/exchange.html> on the RFP closing date.

Pricing Component	Proposed Cost
<b>1. License Fee Perpetual / Annual / Monthly (Fixed Price)</b> (Vendor to provide full description of pricing approach or approaches)	\$
<b>2. Additional 3<sup>rd</sup> Party Products (Fixed Price)</b> (Vendor to provide details if required as part of the Software/Solution – Minister reserves the right to acquire 3 <sup>rd</sup> Party Products from a party other than the Vendor)	\$
<b>3. Implementation Fees including Configuration (Fixed Price)</b> (Including but not limited to all Services described in RFP Sections 3.2.3)	\$
<b>4. Customization Costs (Fixed Price)</b> (Total of all “Additional Costs” from Appendix C)	\$
<b>5. Interface Development Costs (Fixed Price)</b> (Including but not limited to all Services described in RFP Section 3.2.4)	\$
<b>6. Training (Fixed Price)</b> (Including but not limited to all Services described in RFP Section 3.2.12)	\$
<b>7. Documentation (Fixed Price)</b> (Including but not limited to all Materials described in RFP Section 3.2.11)	\$
<b>8. Travel and Accommodation Expense Costs (estimate)</b> (Actual costs must not exceed estimate by more than __% )	\$
<b>9. Infrastructure and Other Costs (Fixed Price)</b> (e.g., server requirements, and any other costs not listed above. The Minister reserves the right to acquire these items from a party other than the Vendor)	\$
<b>10. First Year Maintenance/Support (Fixed Price)</b> (Including but not limited to all Services described in RFP Section 3.2.14. Proposal must include the maximum annual escalation rate for subsequent years)	\$ _____ yr. 1 \$ _____ yr. 2 \$ _____ yr. 3
<b>TOTAL COST OF OWNERSHIP</b> (All costs for the proposed Software/Solution and Services identified in the RFP and Pricing Form up to and including __date__ 200__.)	\$

**APPENDIX C**  
**MANDATORY REQUIREMENTS AND DESIRABLE**  
**SOFTWARE/SOLUTION FUNCTIONALITY**

**Mandatory Software/Solution Requirements**

Mandatory requirements are essential to the Software/Solution being acceptable to the Minister. The Vendor must acknowledge each mandatory requirement (numbered item) by indicating whether the Software/Solution complies or not, as follows:

- Y** This required functionality is resident in the Software/Solution, and neither Configuration or Customization is required. The requirement can be demonstrated by the Vendor.
- Z** This required functionality is not currently in the Software/Solution but the Vendor is willing to provide this functionality by Configuration (no Customization) at an identified additional, Fixed Price Cost (“Add. Cost” below). (The total of all costs for Configuration must be included in Appendix B – Pricing Form, item no. 4)
- C** This required functionality is not currently resident in the Software/Solution, with or without Configuration, but the Vendor is willing to provide this functionality by Customizing the Software at an identified additional, Fixed Price cost (“Add. Cost” below). (The total of all additional costs for Customization must be included in Appendix B – Pricing Form, item #4)
- N** This required functionality is not resident in the Software/Solution and the Vendor is not willing to provide this mandatory functionality. Vendor notes that this response will result in a rejection of the Proposal.

The *Comments* column is to be used to support the Vendor’s claims. For requirements where the response is ‘C’, the *Comments* column is also to be used to indicate if the Customization will become part of the Software/Solution at some future date. Any other pertinent information that the Vendor feels will assist in understanding its Proposal should also be included in the *Comments* column.

Item	Mandatory Software/Solution Requirements	Y	Z	C	N	Add. Cost (Fixed Price)	Comments
<b>A</b>	<b>Technical Requirements</b>						
<b>B</b>	<b>Functional Requirements</b>						

Item	Mandatory Software/Solution Requirements	Y	Z	C	N	Add. Cost (Fixed Price)	Comments

**Desirable Software/Solution Functionality**

Desirable functionality is important to the Software/Solution being acceptable to the Minister. The Vendor should acknowledge each desirable function (numbered item) by indicating whether the Software/Solution complies or not, as follows:

- Y** This desirable functionality is resident in the Software/Solution, neither Configuration nor Customization is required. The functionality can be demonstrated by the Vendor.
- Z** This desirable functionality is not currently in the Software/Solution but the Vendor is willing to provide this functionality by Configuration (no Customization).
- C** This desirable functionality is not currently resident in the Software/Solution with or without Configuration, but the Vendor is willing to provide this functionality by Customizing the Software/Solution at an identified additional, Fixed Price cost (“Add. Cost” below). (The total of all additional costs for Customization must be included in Appendix B – Pricing Form, item #4)
- N** This desirable functionality is not resident in the Software/Solution and the Vendor is not willing to provide this desirable functionality.

If the Vendor indicates that a desirable functionality is not resident in the Software/Solution with or without Configuration but the Vendor is willing to provide such functionality by Configuration or Customization, the Vendor must provide the additional cost for such Configuration or Customization.

The *Comments* column is to be used to support the Vendor’s claims. For desirable functionality where the response is ‘C’, the *Comments* column is also to be used to indicate if the Customization will become part of the Software/Solution at some future date. Any other pertinent information that the Vendor feels will assist in understanding its Proposal should also be included in the *Comments* column.

Item	Desirable Software/Solution Functionality	Y	Z	C	N	Add. Cost (Fixed Price)	Comments
A	Technical						



**APPENDIX D  
PROPOSAL SUBMISSION LETTER**

(Vendor Letterhead)

(Date       , 200x)

(name)  
Project Contracting Manager  
Contracted Services Section  
Service Alberta  
Capital Health Centre, South Tower  
9th Floor, 10030 - 107 Street  
Edmonton, Alberta  
T5J 3E4

RE: Request for Proposals (RFP) Number XXXXX-XX

Enclosed is our Proposal submitted in response to this RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Vendor Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Facsimile)

## APPENDIX E EVALUATION FRAMEWORK

*(This appendix will assist Vendors in understanding what RFP requirements/questions will be evaluated in each of the Evaluation Categories. Some evaluation criteria may be evaluated in more than one category and therefore the applicable evaluation criteria must be identified each time under such evaluation categories.)*

Evaluation Category	RFP Evaluation Criteria	
	RFP Section	RFP Requirements
People		
Processes		
Tools		
Products & Deliverables		
Service Delivery		
Pricing/Total Cost of Ownership	5.2.3.6	a.2.a
Measurement & Continuous Improvement		
Leadership		
Experience		
Value Add		
Relationship	5.2.3.11	a.1.a
Transition		

## APPENDIX F

### SAMPLE RFP REQUIREMENTS/QUESTIONS

(Sample RFP requirements/questions for the development of section 5.2.3 of the RFP are provided below. Additional sample RFP requirements/questions are included in the document entitled, “Request for Proposal (RFP) Response Evaluation Process” found at the following website: [https://www.myagent.gov.ab.ca/psp/PAPRD/EMPLOYEE/EMP/h/?tab=PAPP\\_GUEST](https://www.myagent.gov.ab.ca/psp/PAPRD/EMPLOYEE/EMP/h/?tab=PAPP_GUEST))

<b>People</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor’s ability to transition the requirement to the Vendor, if applicable, and the quality of the Vendor’s personnel in terms of availability, capability, skills, and knowledge).</i>
<ul style="list-style-type: none"> <li>• Describe how you propose to deal with vacation, illness, resignations, training and other absences on the project team.</li> </ul>
<ul style="list-style-type: none"> <li>• Demonstrate that the proposed team members satisfy the requirements described in this RFP;</li> </ul>
<ul style="list-style-type: none"> <li>• In response to section 3.4.1 Project Team Requirements of this RFP, provide a completed Project Team Experience Summary Form. A blank Project Team Experience Summary Form is included in Appendix __ of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide a detailed resume for each team member identified in the Proposal: Resumes should: <ul style="list-style-type: none"> <li>• clearly indicate the working experience and training the person possesses in any relevant area of expertise;</li> <li>• show the commencement and completion dates of work assignments and projects carried out by this person in support of the amount of experience claimed in the Project Team Experience Summary Form <i>(and Project Team Member Experience Summary Sheet Sheet, if applicable)</i>.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• In response to section 3.4.2 Project Team Member Requirements of this RFP, provide a completed Project Team Member Experience Summary Sheet for each proposed team member identified in the Proposal. A blank Experience Summary Sheet for each category of resource is included in Appendix __ of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>• Include at least three references from previous clients for whom the person has provided a similar service. If the Proposal does not include these references the Vendor must provide them within 2 Business Days of a request by Procurement Services. Her Majesty may contact these or other references without prior notice to the Vendor. The Proposal may be rejected should any proposed individual receive, in the opinion of Her Majesty, unsatisfactory references.</li> </ul>
<b>Processes</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor’s tried and proven approach to managing product and service delivery.)</i>
<ul style="list-style-type: none"> <li>• Describe the procedures to be used to identify, report, recover and take remedial steps from slippage in project timelines and deliverables.</li> </ul>
<ul style="list-style-type: none"> <li>• Include a response to section 3.2.3 Implementation Development and section 3.2.4 Interface Development of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>• Include a response to section 3.2.10 Acceptance Testing of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>• Include a response to section 3.2.13 FOIP of this RFP.</li> </ul>

<b>Tools</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's investment in, and effective implementation/use of tools to manage the environment, the processes and the people.)</i>
<ul style="list-style-type: none"> <li>Describe the change control techniques and tools that would be used by the team, including project management software tools.</li> </ul>
<b>Products &amp; Deliverables</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the products and deliverables that the Vendor will deliver to the Department on a regular basis in terms of quality, viability, supportability, scalability, availability, and fit.)</i>
<ul style="list-style-type: none"> <li>Demonstrate the Vendor's understanding of the project requirements and deliverables, which highlights, or emphasizes any aspects which the Vendor considers unique to this particular project.</li> </ul>
<ul style="list-style-type: none"> <li>Include a detailed workplan for the completion of the project. The plan should identify: <ul style="list-style-type: none"> <li>all tasks, phases, and stages to be completed;</li> <li>what deliverable or result is produced by each task;</li> <li>which personnel are allocated to each task;</li> <li>estimated number of person days (based on a 7.25 hour day) for each task and for the whole project;</li> <li>start and end dates and an elapsed time estimate for each task, and the whole project;</li> <li>a Gantt chart with the complete project schedule of tasks, or an equivalent clear representation of the same information.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Include a response to section 3.2.1 Software/Solution Requirements of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>Include a response to section 3.2.2 Architecture and Standards of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>Include a response to section 3.2.8 Security of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>Include a response to section 3.2.11 Documentation of this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>Include a response to section 3.2.12 User Training of this RFP.</li> </ul>
<b>Service Delivery</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's ability to deliver the services described in the RFP.)</i>
<ul style="list-style-type: none"> <li>Describe the team organization and management strategy that would be used to implement the proposed approach, including the reporting relationships required.</li> </ul>
<ul style="list-style-type: none"> <li>Describe the proposed technical approach to the project.</li> </ul>
<ul style="list-style-type: none"> <li>Demonstrate the Vendor's commitment to delivery and schedule.</li> </ul>
<ul style="list-style-type: none"> <li>Include a response to section 3.2.14 Maintenance/Software (Solution) Support of this RFP.</li> </ul>
<b>Pricing/Total Cost of Ownership</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's financial proposal.)</i>
<ul style="list-style-type: none"> <li>Vendors must use the Pricing Form in Appendix B to submit their pricing for the Services and Materials described in this RFP.</li> </ul>

<b>Measurement &amp; Continuous Improvement</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's approach to service measurement and plans for continuous improvement.)</i>
<ul style="list-style-type: none"> <li>• Include a response to section 3.2.7 Service Levels.</li> </ul>
<b>Leadership</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's ability to provide thought leadership (anticipate, shape, assess and apply innovation.)</i>
<b>Experience</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's experience in terms of capability, depth, breadth, ability to respond quickly, and creative partnerships.)</i>
<ul style="list-style-type: none"> <li>• Provide a response to section 3.3 Vendor Requirements of this RFP.</li> </ul>
<b>Value Add</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the value-add that the Vendor brings to the table.)</i>
<b>Relationship</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's ability to establish and maintain an effective relationship at all levels.</i>
<ul style="list-style-type: none"> <li>• Include a response to section 3.2.5 Project Status Reporting.</li> </ul>
<b>Transition</b>
<i>(Requirements/questions in this category allow the Evaluation Team to evaluate the Vendor's ability and plans to transition the Department to the Vendor's proposed environment and/or new service provider.)</i>
<ul style="list-style-type: none"> <li>• Describe the proposed strategies to ensure a seamless transition from the current environment into the new environment.</li> <li>• Include a response to section 3.2.9 Conversion/Transition of this RFP.</li> </ul>



**APPENDIX \_\_**  
**PROJECT TEAM EXPERIENCE SUMMARY FORM**

<b>RFP Reference No.</b>	<b>Description of RFP Requirement</b>	<b>Experience Claimed</b>	<b>Name of Client Organization &amp; any pertinent details to further support experience claim</b>	<b>Project Start and End dates</b>	<b>Resume Cross Reference</b>
	<b>Mandatories</b>				
3.4.1.1 a.	<i>(insert requirement as stated in the RFP)</i>				
3.4.1.1 b.	<i>(insert requirement as stated in the RFP)</i>				
3.4.1.1 c.	<i>(insert requirement as stated in the RFP)</i>				
	<b>Desirables</b>				
3.4.1.2 a.	<i>(insert requirement as stated in the RFP)</i>				
3.4.1.2 b.	<i>(insert requirement as stated in the RFP)</i>				
3.4.1.2 c.	<i>(insert requirement as stated in the RFP)</i>				

**APPENDIX \_\_**  
**(INSERT RESOURCE CATEGORY, E.G. PROJECT LEADER)**  
**EXPERIENCE SUMMARY SHEET**

Name of Individual: \_\_\_\_\_

<b>RFP Reference No.</b>	<b>Description of RFP Requirement</b>	<b>Experience Claimed</b>	<b>Name of Client Organization &amp; any pertinent details to further support experience claim</b>	<b>Project Start and End dates</b>	<b>Resume Cross Reference</b>
3.4.2					
	<b>Mandatories</b>				
	<i>(insert requirement as stated in the RFP)</i>				
	<i>(insert requirement as stated in the RFP)</i>				
	<i>(insert requirement as stated in the RFP)</i>				
	<b>Desirables</b>				
	<i>(insert requirement as stated in the RFP)</i>				
	<i>(insert requirement as stated in the RFP)</i>				
	<i>(insert requirement as stated in the RFP)</i>				