



**REQUEST FOR PROPOSALS (“RFP”) NUMBER 05-243**

**ALBERTA HEALTH AND WELLNESS**

**Communication Strategy  
The Third Way**

**RFP Issue Date:** December 23, 2005

**RFP Closing Date:** January 03, 2006 at 16:00:59 Alberta Time

**Send Responses to:** Alberta Health and Wellness  
Strategic Directions Division  
18<sup>th</sup> Floor, 10025 Jasper Avenue  
Edmonton, Alberta  
Canada T5J 1S6  
Attention: Alexandra Hildebrandt

**Direct Questions to  
RFP Facilitator:** Alexandra Hildebrandt  
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## TABLE OF CONTENTS

<b>1. INTRODUCTION .....</b>	<b>3</b>
1.1 PREAMBLE.....	3
1.2 RFP TERMINOLOGY.....	3
1.3 RFP SCHEDULE OF EVENTS .....	4
<b>2. PROJECT INFORMATION.....</b>	<b>5</b>
2.1 PROJECT OVERVIEW .....	5
2.2 PROJECT REQUIREMENTS .....	6
2.3 VENDOR REQUIREMENTS.....	7
2.4 VENDOR RESOURCE REQUIREMENTS .....	7
<b>3. RESPONSE GUIDELINES .....</b>	<b>8</b>
3.1 PROPOSAL FORMAT .....	8
3.2 PROPOSAL CONTENT .....	8
3.3 PROPOSAL SUBMISSION.....	11
<b>4. CONDITIONS OF THE RFP.....</b>	<b>11</b>
4.1 CONFIDENTIALITY AND SECURITY OF INFORMATION.....	11
4.2 FOIPP AND HIA.....	12
4.3 CONFLICT OF INTEREST .....	12
4.4 PROPOSAL ACCEPTANCE/REJECTION .....	12
4.5 PROPOSAL RETURN.....	13
4.6 PROPOSAL ALTERATION .....	13
4.7 PERIOD OF COMMITMENT .....	13
4.8 INCURRED COSTS .....	13
4.9 CONTRACT FINALIZATION.....	13
4.10 AGREEMENT ON INTERNAL TRADE.....	13
4.11 MULTIPLE PROPOSALS.....	14
4.12 PRICING.....	14
4.13 CONSENT TO USE OF PERSONAL INFORMATION .....	14
4.14 RECAPITULATION OF PROPOSALS .....	14
4.15 VENDOR DEBRIEFING.....	14
4.16 VENDOR QUESTIONS .....	14
4.17 CONSORTIUM PROPOSALS .....	15
4.18 EXCLUSION OF LIABILITY .....	15
<b>5. PROPOSAL EVALUATION AND AWARD OF CONTRACT.....</b>	<b>15</b>
5.1 SELECTION METHODS .....	15
5.2 MODIFIED RFP PROCESS .....	17
5.3 AWARD OF CONTRACT.....	17
<b>APPENDIX A TO THE RFP - CONTRACT.....</b>	<b>19</b>
<b>APPENDIX B TO THE RFP - PROPOSAL SUMMARY FORM .....</b>	<b>27</b>
<b>APPENDIX C TO THE RFP - PROPOSAL SUBMISSION LETTER .....</b>	<b>29</b>
<b>APPENDIX D TO THE RFP - RESOURCE REQUIREMENTS TABLES.....</b>	<b>30</b>

## 1. INTRODUCTION

### 1.1 PREAMBLE

Vendors are invited to submit Proposals for the provision of professional services according to the specifications and conditions set out in this RFP.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to Alberta Health and Wellness (AHW), 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.

### 1.2 RFP TERMINOLOGY

Terminology is used throughout this document to describe the importance of each requirement to the objectives of the RFP. Such terminology is as follows:

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

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

**“Consortium”** means two or more individuals and/or organizations that together submit a Proposal.

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

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

**“Fixed Price”** means a definite and predetermined price.

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

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

**“must”** or **“mandatory”** or **“shall”** – means that the requirement so described must be met in a substantially unaltered form in order for the Proposal to receive consideration.

**“Personal Information”** means both “personal information” as defined in Alberta’s *Freedom of Information and Protection of Privacy Act* (FOIPP) and “health information” as defined in Alberta’s *Health Information Act* (HIA).

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

**“Proposal”** means the Vendor’s response to this RFP and includes all the Vendor’s attachments and presentation materials.

**“Request for Proposals”** or **“(RFP)”** means this solicitation for the Services and Materials including attached appendices.

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

**“should”** or **“desirable”** – means that a requirement so described has a significant degree of importance.

**“Vendor”** means an individual, organization or Consortium responding to this RFP with a Proposal.

“Alberta Health and Wellness”, “AHW”, “Department”, and “Minister” mean Her Majesty the Queen in Right of Alberta as represented by the Minister of Alberta Health and Wellness and are used interchangeably.

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

Words in the singular include the plural and vice versa.

### 1.3 RFP SCHEDULE OF EVENTS

RFP Issue Date:	December 23, 2005
RFP Closing Date:	January 03, 2006 at 16:00:59 Alberta Time
Evaluation of Proposals:	January 03, 2006
Shortlist Presentations:	To be determined
Selection of Preferred Vendor:	January 04, 2006

The above dates are provided for information only and are subject to change at the sole discretion of Her Majesty.

## 2. PROJECT INFORMATION

### 2.1 PROJECT OVERVIEW

#### 2.1.1 Introduction

The mission of AHW is to provide leadership and work collaboratively with stakeholders to assure the delivery of quality affordable health services and wellness programs to help Albertans be healthy.

#### 2.1.2 Project Background

Alberta is moving ahead with the Third Way (“Third Way”) of health care delivery as announced by Premier Ralph Klein on July 12, 2005. *Getting on with Better Health Care* outlines several initiatives for 2005 and 2006. Further information regarding this initiative can be found at the following location:

<http://www.health.gov.ab.ca/Key/reform/getting.html#Getting>

Overall goals of the Third Way include:

- To improve the health of Albertans;
- To improve access to health services;
- To provide quality health services;
- To provide choice to Albertans; and
- To ensure sustainability of the health system.

This made-in-Alberta approach is about unleashing innovation, challenging the status quo and charting a new course to make our health care system among the best in the world.

The 13 initiatives identified in *Getting on with Better Health Care* is one more step in the ongoing evolution of Alberta’s health care system. *Getting on with Better Health Care* includes a combination of initiatives that are already underway but need to be accelerated, and initiatives that AHW is ready to begin. Also included in *Getting on with Better Health Care* are longer term initiatives that are under consideration.

The purpose of this RFP is to solicit proposals from qualified communications agencies capable of completing the services described in this RFP.

#### 2.1.3 Project Objectives

The objectives of this project include:

- Completed market research to provide evidentiary support for the communication strategy; and
- Development of a communication strategy to provide Albertans with additional information on the details of the Third Way.

#### 2.1.4 Project Duration

Anticipated Start Date: January 05, 2006

Anticipated End Date: March 31, 2006

AHW, in its discretion, will confirm actual Project start and end dates upon finalizing the Contract.

#### 2.1.5 Project Structure

- The Project Sponsor is the Deputy Minister, Alberta Health and Wellness;
- The successful Vendor will report directly to Alberta Health and Wellness through the Project Manager, Strategic Directions Division;

### 2.2 PROJECT REQUIREMENTS

#### 2.2.1 Project Phases and Deliverables

This project is restricted to the completion of the market research and the development of the communication strategy.

Deliverables for this project include but are not limited to:

- Market research. **Due date: January 31, 2006**
- Communication strategy report. **Due date: February 28, 2006**

#### 2.2.2 Project Status Reporting

Bi-weekly written status reports shall be submitted to the AHW Project Manager. The successful Vendor shall use the reporting template provided by AHW. 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.

#### 2.2.3 Key Stakeholders

- Deputy Minister of Health and Wellness; and
- Alberta Health and Wellness personnel.

#### 2.2.4 On Site Space

The successful Vendor is to supply all required office space and equipment for its

resources to provide the Services as described in this RFP.

## 2.3 VENDOR REQUIREMENTS

### 2.3.1 Mandatory

Requirement	Minimum Requirement
Demonstrated experience in the successful development of communication strategies for a public initiative	3 projects
Demonstrated experience in performing market research to support communication strategies	3 projects

## 2.4 VENDOR RESOURCE REQUIREMENTS

Vendors are to propose a team of resources with the capability to successfully perform the Services described in this RFP.

### 2.4.1 Mandatory

Requirement	Minimum Requirement
Demonstrated experience to function successfully with senior government officials and committees populated with non-government individuals	3 years
Demonstrated organizational planning skills	3 years
Demonstrated experience in providing communications advice (not strategic)	3 years
Demonstrated ability to work under tight timelines to produce quality deliverable	3 years

### 2.4.2 Desirable

Requirement	Desired Experience
Demonstrated knowledge of social/health policies and issues	3 years

### 3. RESPONSE GUIDELINES

#### 3.1 PROPOSAL FORMAT

To facilitate ease of evaluation by the Evaluation Team, and to ensure each Proposal receives full consideration, Proposals should be no more than ten to twelve pages in length (excluding appendices), and 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. Contract Provisions
- f. Appendices

#### 3.2 PROPOSAL CONTENT

The requirements described with a “must” in this section are required to be provided in the Proposal. Failure to provide a response to mandatory requirements will result in rejection of 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 do so in an appendix to the Proposal and clearly substantiate the merit of the alternative. Proposed alternatives must meet the fundamental intent of the requirement. The Evaluation Team will determine the acceptability of the alternative.

##### 3.2.1 Proposal Submission Letter

The Proposal Submission Letter in Appendix C 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.

##### 3.2.2 Vendor Profile

- a) The Proposal must include the following:
  - The full legal name of the Vendor;
  - 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;
  - A brief corporate background, especially pertaining to experience on similar projects (including project references) and which addresses the Vendor requirements enumerated in section 2.3.1;
  - An overall approach to the project and the timelines to completion based on the July 12,



- 2005 announcement “*Getting on with Better Health Care*”;
- A summary of what the Vendor sees as issues and challenges in communicating these Third Way initiatives to Albertans;
  - Summary of perceived target audiences, potential tactics, proposed method of communication;
  - The overall methodology to be employed in undertaking this assignment as well as project timelines with definitive milestones;
  - An indication why the Vendor considers itself, its Proposal and its resources to be the “right” ones and what key strengths it will bring to the project;
  - Any key assumptions the Vendor has made in completing the Proposal that have not been included above; and,
  - What the Vendor sees as the critical success factors for the project.

b) The Proposal should include:

- The location of the Vendor’s head office and, if applicable, service centres;
- Details of any subcontracting arrangements proposed by the Vendor; and
- The full legal name of any proposed sub-contractors.

In the case of Consortium Proposals, the following information is required in addition to that specified in a) and b) above:

c) The Proposal must:

- Identify the members of the Consortium and the Prime Vendor who will be the Consortium’s contact with the Department;
- Provide the full legal name of the Prime Vendor; and
- Describe the role of the Prime Vendor and each Consortium member.

d) The Proposal should:

- Provide the location of the head office and, if applicable, service centres for each Consortium member;
- Provide the full legal name of each Consortium member; and
- Demonstrate a Consortium management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services.

Where the information requested in 3.2.2 b) and 3.2.2 d) above is not included with the Proposal, the Vendor must provide it within two (2) Business Days of a request by AHW to do so.

### 3.2.3 RFP Requirements

(a) RFP Terms and Conditions

The Proposal must include a clear statement that the terms and conditions of this RFP have been read, understood, and agreed to in its entirety.

(b) Financial/Pricing

Vendors must complete the Proposal Summary Form as provided in Appendix B, and ensure that:

- i) each and all proposed Vendor resources are identified by name and by role; and
- ii) a Fixed Price hourly rate is quoted for each proposed Vendor resource.

Excepting only pre-approved business travel and living expenses and reasonable actual out-of-pocket expenses approved by the Minister, the Fixed Price hourly rate quoted for each proposed Vendor resource must include all travel, living and accommodations expenses, if applicable, overhead, mark-up and all other costs to be available on site, if applicable, to perform the Services for the duration of the Contract.

Pre-approved business travel and living expenses will be reimbursed at standard government rates should Vendor resources be required to travel to perform the Services under the Contract.

(c) Resource Requirements

The Proposal must include a description of the proposed team, identifying each proposed resource's relative experience and their responsibilities for this project.

Vendors must complete the Resource Requirements table as provided in Appendix D, including a cross-reference showing the number of years (with supporting dates) for each mandatory and desirable qualification of this RFP.

For each resource proposed, the Proposal should include the following information. If it is not included with the Proposal, the Vendor must provide it within two (2) Business Days of a request by AHW to do so.

- A résumé detailing the resource's education and experience; and
- An indication of the earliest availability of each proposed resource.
- At least three (3) business-related references.

3.2.4 Contract Provisions

The Proposal must not contain any alterations, qualifications or modifications to the Contract provisions contained in Appendix A of this RFP. Vendors submitting a Proposal must clearly indicate their acceptance of the Contract (including any Schedules) attached as Appendix A.

3.2.5 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.

### 3.3 PROPOSAL SUBMISSION

**Facsimile or e-mailed Proposals submitted in whole or in part will not be accepted.** Proposals may be delivered by hand, courier or mail. In responding to this RFP, the Vendor's attention is drawn to the following:

- (a) Proposals received unsigned or after the RFP's closing date and time will be rejected.
- (b) Ambiguous, unclear or unreadable Proposals may be rejected.
- (c) Proposals must be delivered in a sealed, self addressed package and clearly marked with the RFP's number and closing date and addressed as follows:

Alberta Health & Wellness  
Strategic Directions Division  
18th Floor, 10025 Jasper Avenue  
Edmonton, Alberta  
Canada T5J 1S6  
Attention: Alexandra Hildebrandt

- (d) Submit five (5) copies of the Proposal as follows:

Three (3) bound copies (bound in such a manner that the pages lie and remain flat when opened), one (1) unbound copy and one (1) electronic copy in Microsoft Word or Adobe Acrobat format on diskette or CD.

Proposal submissions are due no later than 16:00:59 Alberta Time, January 03, 2006.

## 4. CONDITIONS OF THE RFP

### 4.1 CONFIDENTIALITY AND SECURITY OF INFORMATION

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

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

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

No press release or other public announcement relating to this RFP or any resulting Contract shall be issued without the prior written consent of the Minister.

#### 4.2 FOIPP AND HIA

The Vendor acknowledges that:

- (a) FOIPP and/or HIA, whichever is relevant, apply to all information and records relating to, or obtained, generated, created, collected or provided under, the RFP or the Contract and which are in the custody or control of Her Majesty. FOIPP and HIA allow any person a right of access to records in Her Majesty's custody or control, subject to limited and specific exceptions as set out in FOIPP and HIA;
- (b) FOIPP and HIA impose an obligation on Her Majesty, and through the RFP and Contract on the Vendor, to protect the privacy of individuals to whom information relates. The Vendor shall protect the confidentiality and privacy of any individual's Personal Information accessible to the Vendor or collected by the Vendor pursuant to the RFP or the Contract;
- (c) The Vendor, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal to Her Majesty considered to be confidential and what harm could reasonably be expected from disclosure. Her Majesty does not warrant that this identification will preclude disclosure under FOIPP;
- (d) Materials produced by the Vendor, in connection with or pursuant to the RFP or the Contract, which are the property of Her Majesty pursuant to the RFP or the Contract, could be considered records under the control of a public body and could therefore also be subject to FOIPP before delivery to Her Majesty. As such, the Vendor must conduct itself to a standard consistent with FOIPP in relation to such Materials.
- (e) For the records and information obtained or possessed by the Vendor in connection with or pursuant to the RFP or the Contract, and which are in the custody or control of Her Majesty, the Vendor must conduct itself to a standard consistent with FOIPP and HIA when providing the services or carrying out the duties or other obligations of the Vendor under the RFP or the Contract.

#### 4.3 CONFLICT OF INTEREST

On or before the closing date of this RFP, Vendors must fully disclose to AHW in writing the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest in relation to the Vendor, all Consortium members or any proposed sub-contractor if the Vendor were to become a contracting party pursuant to this RFP. AHW shall review any submissions by Vendors under this provision and may reject any Proposals where, in the opinion of AHW, the Vendor, any Consortium member or any proposed sub-contractor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become a contracting party pursuant to this RFP.

#### 4.4 PROPOSAL ACCEPTANCE/REJECTION

AHW is not required to accept the lowest cost Proposal and may reject any or all Proposals.

#### 4.5 PROPOSAL RETURN

Proposals and accompanying documentation, upon receipt by AHW will become the property of and will be retained by Her Majesty, subject to section 4.6.

#### 4.6 PROPOSAL ALTERATION

Vendors may amend or rescind their Proposal prior to the RFP closing date and time by submitting a clear and detailed written notice to AHW. Subject to section 4.7, all Proposals become irrevocable after the RFP closing date and time.

In either of the following circumstances:

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

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

#### 4.7 PERIOD OF COMMITMENT

Proposals shall be final and binding on the Vendor for sixty (60) days from the RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Vendor is requested to do so by AHW. The Proposal shall be used as the basis for the Contract.

#### 4.8 INCURRED COSTS

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

#### 4.9 CONTRACT FINALIZATION

The Contract to be entered into between the preferred Vendor and Her Majesty shall be finalized with the Vendor by AHW and shall contain the terms and conditions in Appendix A.

If, in the opinion of AHW, it appears that a Contract will not be finalized with the preferred Vendor within thirty (30) days, AHW may contract with another Vendor submitting a responsive Proposal.

#### 4.10 AGREEMENT ON INTERNAL TRADE

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

#### 4.11 MULTIPLE PROPOSALS

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

#### 4.12 PRICING

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

If a price extension is incorrect, the unit price will apply.

#### 4.13 CONSENT TO USE OF PERSONAL INFORMATION

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

The Vendor consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by Her Majesty, Her Majesty's employees, subcontractors and agents, to enable Her Majesty to evaluate the Proposal and for other program purposes of Her Majesty.

#### 4.14 RECAPITULATION OF PROPOSALS

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

#### 4.15 VENDOR DEBRIEFING

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

#### 4.16 VENDOR QUESTIONS

All questions regarding this RFP must be directed in writing to the AHW contact person named on the cover page of this RFP. Enquiries and responses will be recorded and may, in Her Majesty's discretion, be distributed to all Vendors.

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

In order for AHW to deal effectively with Vendor questions or concerns about any terms, conditions or requirements of this RFP including the Contract provisions, such questions or concerns must be communicated in writing AHW at least one (1) Business Day prior to the RFP's closing date. Questions received after this time will be answered if time permits.

Verbal responses to enquiries are not binding on any party.

#### 4.17 CONSORTIUM PROPOSALS

In the case of a Consortium Proposal, AHW requires that:

- The Prime Vendor has responsibility for all terms and conditions of the Contract;
- The Prime Vendor has the authority to bind any and all members of the Consortium to the Contract signed with AHW; and
- The Prime Vendor has the obligation to bind any and all members of the Consortium to the Contract signed with AHW.

#### 4.18 EXCLUSION OF LIABILITY

In no event shall AHW be liable in any way to any Vendor or prospective Vendor related to:

- The manner in which the RFP process is conducted;
- AHW awarding a contract under this RFP; or
- AHW not awarding a contract under this RFP.

### 5. PROPOSAL EVALUATION AND AWARD OF CONTRACT

#### 5.1 SELECTION METHODS

##### 5.1.1 Screening

Upon receipt of Proposals, the Evaluation Team will screen each to ensure the Vendor's compliance with the mandatory requirements of this RFP. Vendors must provide sufficient detail in their Proposal to substantiate compliance with this RFP's mandatory requirements. In addition, Vendors should provide cross references to any parts of the Proposal that contain information that they wish to be considered in the evaluation of any given requirement.

The Evaluation Team will determine the acceptability of any deviation. After the Proposal has passed the initial screening, the Evaluation Team will then analyze the details of the Proposal.

When an alternative approach is proposed to either a mandatory or desirable qualification, the Evaluation Team will determine the acceptability of the alternative.

##### 5.1.2 Rating

The Evaluation Team will utilize specific evaluation criteria to rate responses to various requirements. Subject to the requirements of FOIPP, such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.

#### 5.1.3 Project Evaluation Criteria

<b>Evaluation Criteria</b>		<b>Weight</b>
1.	Quality of response	<b>5%</b>
2.	Vendor suitability and experience	<b>30%</b>
3.	Resource suitability and experience	<b>40%</b>
4.	Pricing	<b>25%</b>
<b>Total</b>		<b>100%</b>

#### 5.1.4 Short Listing

Those Vendors who appear to meet the evaluation criteria may be "short listed". Short-listed Vendors may be requested to make a formal presentation regarding their Proposal for evaluation. These presentations will be made at no cost to AHW and must be made by the proposed Vendor resource(s).

#### 5.1.5 Selection

The Evaluation Team will make the final selection based on the Proposal and presentation (if applicable).

#### 5.1.6 Resource Replacement

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

#### 5.1.7 Proposal Clarifications

At any time during the evaluation process, AHW may request the Vendor to clarify statements made within its Proposal.



## 5.2 MODIFIED RFP PROCESS

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

- All Vendors submitting non-compliant Proposals will be requested to prepare a "Modified RFP Process Proposal". The necessity, scope and the timing of such a Modified RFP Process will be solely at AHW's discretion;
- Details regarding the manner and form of the Modified RFP Process and the expected deliverables to be included therein will be provided in advance to all Vendors who submitted a non-compliant Proposal;
- Modified RFP Process Proposals and accompanying documentation, upon receipt by AHW, will become the property of and be retained by Her Majesty;
- Vendors submitting Modified RFP Process Proposals must meet the fundamental intent of the requirements identified in the Modified RFP Process; and
- At the conclusion of the Modified RFP Process, following the Vendors' submission of the Modified RFP Process Proposals, the Evaluation Team will evaluate Proposals in accordance with an evaluation plan developed for the Modified RFP Process Proposal and will select the preferred Vendor, if any.

## 5.3 AWARD OF CONTRACT

### 5.3.1 Award of Contract

Following the final selection, the successful Vendor will be required to enter into the Contract with AHW as attached in Appendix A.

### 5.3.2 Contractual Warranties

The Vendor's Proposal shall form part of the Contract by attachment and incorporation by reference. Claims made in the Proposal shall constitute contractual warranties. Any provisions in the Proposal may be included in the Contract as a direct provision thereof.

In the event of any conflicts, discrepancies, errors, or omissions among this RFP, the Proposal, and the Contract, the documents and amendments to them shall take precedence and govern in the following order:

1. Contract;
2. RFP;
3. Proposal.

### 5.3.3 Standards of Care

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

#### 5.3.4 Insurance

The successful Vendor must provide within five (5) Business Days of Contract execution, proof of any insurance requirement under this Contract, including the name, address, coverage limitation of liability, and a contact name for the insurer.

**APPENDIX A TO THE RFP – Contract**

**CONTRACT # \_\_\_\_\_**

THIS CONTRACT TO BE EFFECTIVE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA**

as represented by the Minister of Health and Wellness  
(hereinafter called the "Minister")

- and -

(Insert legal name, description and jurisdiction of Vendor)

(hereinafter called the "Vendor")

WHEREAS the Minister wishes to receive services related to the Third Way Communication Strategy project and has issued a Request for Proposal (05-243) dated \_\_\_\_\_, 200\_, <include list of updates if applicable> attached hereto as Schedule B; and

WHEREAS the Vendor submitted a Proposal dated \_\_\_\_\_, 200\_, attached hereto as Schedule C; and

WHEREAS the Minister is authorized by section 10 of the *Government Organization Act* to enter into this Contract;

NOW THEREFORE the parties covenant and agree with each other as follows:

1. During the term of this Contract the Vendor shall perform and deliver the services, functions and duties in accordance with and as described in Schedules A, B and C (the "Services").
2. The Vendor shall 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.
3. This document and Schedules A, B and C form this Contract, but in the case of conflicts, discrepancies, errors or omissions among this document and Schedules A, B and C, and any amendments, the documents and amendments to them shall take precedence and govern in the following order:
  - (a) this document;
  - (b) Schedule A;
  - (c) Schedule B; and
  - (d) Schedule C.

4. The Minister designates \_\_\_\_\_, Alberta Health and Wellness, to be her representative

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("Minister's Representative") to maintain a continuing liaison with the Vendor in matters relating to this Contract.

5. The Vendor shall cause the individuals named in Schedule A to perform the Services herein set out in respect of each such individual throughout the term of this Contract, and will not substitute any person or persons for those named persons without the prior written consent of the Minister's Representative.
6. Qualified persons representing the Vendor shall attend and participate in such meetings at such times and places as the Minister may require.
7. Within ten (10) days following the end of each month the Vendor shall submit a monthly invoice to the Minister, in a form satisfactory to the Minister, in respect of the Services provided pursuant to this Contract during the month. The invoice shall specify the period, names of individuals performing the Services, a description of the Services, the amount of time each spent providing those Services, and their hourly rates.
8. Within thirty (30) days following receipt of each of the Vendor's monthly invoices in the form prescribed by the Minister and including original receipts for pre-approved expenses, the Minister shall pay the Vendor at the rate of \$ per hour (OR at the rates as set out in Schedule A), to a maximum of \_\_\_\_ hours/dollars, for Services satisfactorily provided by the Vendor pursuant to this Contract.
9. The Minister shall pay pre-approved subsistence and traveling allowances to the Vendor in accordance with the regulations governing the payment of traveling allowances pursuant to the *Public Service Act* where the Vendor is required to travel in the course of the performance of the Services to the Minister under this Contract. Payment for such expenses shall not exceed \$ \_\_\_\_\_.
10. If, in the opinion of the Minister's Representative the amounts are reasonable, the Minister shall, on receipt of the Vendor's monthly invoices, pay the Vendor for the out-of-pocket expenses actually incurred by the Vendor in performance of its obligations under the terms of this Contract. Payment for such expenses shall not exceed \$ \_\_\_\_\_.
11. Notwithstanding anything to the contrary herein contained or implied, the total amount payable to the Vendor by the Minister under this Contract shall not exceed \$\_\_\_\_\_.
12. The Minister certifies that the Materials and Services referred to in this Contract are being purchased by the Minister on behalf of Alberta Health and Wellness, which is part of the Alberta Crown and are therefore not subject to the Goods and Services Tax or Harmonized Sales Tax.
13. The Vendor shall commence providing the Services pursuant to the terms of this Contract on \_\_\_\_\_, 200., and shall complete all Services as required herein on or before \_\_\_\_\_, 200. .
14. Any waiver by either party of the performance by the other party of an obligation under this Contract whether before or after the other party has breached that obligation shall be deemed not to constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

15. If the Vendor abandons this Contract, the Minister may forthwith by written notice to the Vendor terminate this Contract, but if the Vendor is otherwise in breach of any of its obligations hereunder, the Minister may give the Vendor written notice thereof specifying the breach and requiring the Vendor to remedy the breach. If, upon expiry of five (5) days after the notice has been received by the Vendor, the Vendor has not remedied the breach, the Minister may, by written notice to the Vendor, terminate this Contract, in which case termination shall occur upon receipt or deemed receipt by the Vendor of such notice.
16. If, due to any act or failure to act by the Minister, the Vendor is prevented for any period of two months from carrying out all or substantially all of its obligations hereunder, the Vendor may terminate this Contract upon giving written notice of termination to the Minister. If the Vendor does not give or cause such notice to be received by the Minister within five (5) days of the expiry of the two month period of delay, the Vendor shall be deemed to have waived its right to terminate this Contract by reason of that particular delay.
17. Notwithstanding anything to the contrary herein contained or implied, the Minister may on five (5) days written notice to the Vendor terminate this Contract for or without any reason.
18. Upon termination of this Contract by notice, the Minister shall only be liable to pay the Vendor for Services performed under this Contract up to and including the date of termination.
19. Any notice to be given under the terms of 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:

**(insert name and title, branch, division, or just title and division)**

Alberta Health and Wellness  
\_ Floor, 10025 Jasper Avenue NW  
P.O. Box 1360 Stn Main  
Edmonton AB T5J 2N3

Facsimile # (780)

The Vendor:

**(insert name, title, address)**

Facsimile # ( )

The address of either party may be changed 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 between 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Minister (a "Business Day"). All notices 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 shall be given by facsimile transmission or personally served.

20. The Vendor agrees that, when using government premises, it shall comply with all security regulations in effect from time to time at such premises.
21. The Vendor is an independent contractor and not an agent or an employee of Her Majesty the Queen in right of Alberta or of the Minister.
22. The Vendor shall 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 ("documents") and, on demand, provide to the Minister these documents to examine, audit and take copies and extracts. The Vendor shall keep such documents for three (3) years following the completion or termination of this Contract.
23. (a) Ownership of any work, information, records, or materials, regardless of form, and including copyright, patent, industrial design process or trademark which was owned by the Minister, the Vendor or a third party prior to the effective date of this Contract remain the property of each party respectively.
- (b) Ownership of any work, information, records or materials, regardless of form, which are made, prepared developed, generated, produced or acquired under this Contract by the Vendor, its employees, subcontractors or agents (the "Materials") shall vest in the Minister and the Vendor shall retain no right title, or interest in them.
- (c) The Vendor must obtain the prior written permission of the Minister to reproduce or incorporate copyrighted materials into the Materials. Prior to reproducing or incorporating copyrighted materials into the Materials, the Vendor must obtain written permission from the copyright holder and provide the Minister with a copy of the written permission that is satisfactory to the Minister.
- (d) The Vendor agrees to cooperate with the Minister in registering and protecting any Materials.
- (e) The Vendor irrevocably waives in whole all moral rights and shall ensure that the Vendor's employees, subcontractors and agents irrevocably waive in whole all moral rights in respect of the 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.
- (f) At the termination or conclusion of this Contract, or upon the Minister's request, the Vendor shall deliver to the Minister all Materials and any documents, information or other records provided to the Vendor for use in providing the Services.
24. The Vendor 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 Contract ("Confidential Information"), and shall retain all Confidential Information as confidential, unless it is expressly authorized by the Minister in writing to disclose such Confidential Information. The Vendor shall immediately notify the Minister of any actual or potential loss, unauthorized disclosure, access or

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use of Confidential Information, or any other breach or potential breach of this clause. 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.

25. Without limiting the generality of clause 25, 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.
26. The Vendor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$2,000,000.00 (two million dollars) inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof and shall provide evidence of such insurance to the Minister upon request.
27. 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 (one million dollars) and the Vendor shall provide evidence of such insurance to the Minister upon request.
28. The Vendor agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Vendor is legally responsible, including those arising out of negligence or wilful acts by the Vendor or the Vendor's employees or agents.

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29. The Vendor shall not enter into any other agreement with other Ministers of the Government of Alberta or any other person, the requirements of which will conflict with the requirement of this Contract, or which will or may result in its interest in any other agreement and this Contract being in conflict.
30. The Vendor shall and the Vendor shall ensure its employees, agents and permitted subcontractors:
- (a) conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
  - (b) not influence, seek to influence, or otherwise take part in a decision of the Minister, knowing that the decision might further their private interests;
  - (c) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract, that causes, or would appear to cause, a conflict of interest; and
  - (d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Vendor shall promptly declare it to the Minister.
31. A breach of Clauses 29 or 30 may result in termination of this Contract, should the Minister deem such action appropriate.
32. The Vendor shall not assign or subcontract this Contract or any part of it without the prior written consent of the Minister.
33. Each party agrees that during the term of this Contract, except with prior written consent of the other party, it will not offer employment to an employee of the other party who is assigned and works under this Contract, nor will it otherwise directly or indirectly induce such employee to terminate employment.
34. This Contract shall be interpreted, governed and resolved in accordance with the laws of the Province of Alberta.
35. Notwithstanding that it is the intention of the parties that this Contract expresses the whole of the contractual relationship between them, the Minister and the Vendor may add to, delete, vary, amend or extend the terms of this Contract by a written amending agreement signed by both parties.
36. In the event that the Legislature fails to appropriate funds for meeting the obligations of this Contract in the next ensuing fiscal year, the parties agree that the Minister shall have the right to terminate this Contract immediately upon giving notice to the Vendor.



37. The provisions of this Contract constitute the entire agreement between the parties with respect to the subject matter of this Contract, and supersede any prior agreements or understandings whether written or oral between the parties and there are no agreements, guarantees, representations or warranties of any sort made by either party, other than those contained herein, that form part of this Contract between the parties hereto, or that have been relied on by either party.
38. This Contract shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
39. Despite any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such conclusion or termination, including:
- (a) clause 22 Records
  - (b) clause 23 Ownership
  - (c) clause 24 Confidentiality
  - (d) clause 25 Personal Information
  - (e) clause 28 Third Party Claims

**IN WITNESS WHEREOF**, notwithstanding the dates of the signatures below, the parties hereto have made this Contract to be effective on the day, month and year first above written.

**HER MAJESTY THE QUEEN IN  
RIGHT OF ALBERTA** as represented by  
the Minister of Health and Wellness

Insert Vendor's Legal Name.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness to Signature of Vendor \_\_\_\_\_  
(required only where Vendor is not a corporation)

**CONTRACT # \_\_\_\_\_**

## SCHEDULE A

### **Provision of Services**

The Vendor shall perform the Services as set out in the Request for Proposal, Schedule B, and the Proposal, Schedule C, as varied by this Schedule A.

All schedules, plans and deliverables must be acceptable to the Minister.

### **Vendor Resource Rates**

The Vendor shall cause the individuals named in the Proposal, Schedule C, to perform the Services at the rates contained therein, unless varied by this Schedule A.

### **Vendor Resources**

The Vendor shall cause the individuals named in the Proposal, Schedule C, to perform the Services, unless varied by this Schedule A.

**APPENDIX B TO THE RFP - PROPOSAL SUMMARY FORM**

Alberta Health and Wellness  
Request for Proposals (“RFP”) Number: **05-243**

**Vendor’s Full Legal Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Proposal:**

The Vendor proposes to supply the services of the resource(s) identified below at the rate quoted, subject to the terms and conditions of the Request for Proposals.

The qualifications of the proposed Vendor resource(s) are identified in the supporting résumé(s).

The Vendor consents, and has obtained written consent of any individuals identified in the Proposal, to the use of the Personal Information in the Proposal by:

- a) Her Majesty;
- b) Her Majesty’s employees; and
- c) Individuals and organizations under contract to provide services to Her Majesty, to enable Her Majesty to evaluate the Proposal and use this information for other program purposes of Her Majesty.

\_\_\_\_\_  
**Authorized Signature (Vendor)**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

The professional fees for this engagement are on a time and materials basis.

**Anticipated Project Start Date:** January 05, 2006

**Anticipated Project End Date:** March 31, 2006

**Rate Table**

<b><u>Resource Name</u></b>	<b><u>Resource's Role</u></b>	<b><u>Estimated Effort</u></b>	<b><u>Fixed Price Hourly Rate</u></b>	<b><u>Estimated Amount</u></b>
<b><u>Estimated Contract Totals</u></b>		_____ hrs.		\$ _____

Excepting only pre-approved business travel and living expenses and reasonable actual out-of-pocket expenses approved by the Minister, the Fixed Price hourly rate quoted for each proposed Vendor resource must include all travel, living and accommodations expenses, if applicable, overhead, markup and all other costs to be available on site, if applicable, to perform the Services for the duration of the Contract.

Pre-approved business travel and living expenses will be reimbursed at standard government rates should Vendor resources be required to travel for work purposes.

**APPENDIX C TO THE RFP – PROPOSAL SUBMISSION LETTER**

(Vendor Letterhead)

(Date       , 200x)

Alexandra Hildebrandt  
Strategic Directions Division  
Alberta Health and Wellness  
18<sup>th</sup> Floor, 10025 Jasper Avenue  
Edmonton, Alberta T5J 1S6

RE: Request for Proposals (RFP) Number 05-243

Enclosed is our Proposal submitted in response to this RFP.

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

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

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

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

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

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

**APPENDIX D TO THE RFP – RESOURCE REQUIREMENTS TABLES**

<u>Requirements</u>		<u>Qualifications</u>	
<b>Mandatory</b>	<b>Minimum Experience / Minimum Requirement</b>	<b>Experience Claimed</b>	<b>Comment / Resume Cross-Reference &amp; Availability</b>
Demonstrated experience to function successfully with senior government officials and committees populated with non-government individuals	3 years		
Demonstrated organizational planning skills	3 years		
Demonstrated experience in providing communications advice (not strategic)	3 years		
Demonstrated ability to work under tight timelines to produce quality deliverable	3 years		

<u>Requirements</u>		<u>Qualifications</u>	
<b>Desirable</b>	<b>Desired Experience</b>	<b>Experience Claimed</b>	<b>Comment / Resume Cross-Reference &amp; Availability</b>
Demonstrated knowledge of social/health policies and issues	3 years		