

REQUEST FOR QUALIFICATION ‘RFQ’ TERMS AND CONDITIONS

1. TERMINOLOGY

Throughout the RFQ, terminology is used as follows:

- .1 “Alberta Time” means Mountain Standard Time or Daylight Saving Time as provided for in the Daylight Saving Time Act of Alberta.
- .2 “ATIA” means the *Access to Information Act* (Alberta), as amended from time to time.
- .3 “Business Day” means 8:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.
- .4 “Consultant” or “Contractor” is a person or an entity engaged by the Province to provide services.
- .5 “Key Individuals” means the individuals that will play lead role on behalf of a Respondent or a Team Member.
- .6 “must”, “required”, “shall” means a requirement that must be met in a substantially unaltered form in order for the Submission to receive consideration.
- .7 “Personal Information” means personal information as defined in ATIA or POPA, or ATIA and POPA, as the case may be, as provided for in this RFQ.
- .8 “POPA” means the *Protection of Privacy Act* (Alberta), as amended from time to time.
- .9 “Proponent” means the short-listed Respondent responding to an RFP.
- .10 “Proposal” means the submission received from an invited Proponent in response to an RFP.
- .11 “Province” means His Majesty the King in right of Alberta as represented by the Minister of Infrastructure, or the duly authorized representatives.
- .12 “Request for Qualification” or “RFQ” means the solicitation for the shortlisting including appendices, if any.
- .13 “Request for Proposal” or “RFP” means the document issued by the Province to the Proponents, used to solicit detailed information relative to services and fees.
- .14 “Respondent” means a legal entity responding to the RFQ with a Submission.
- .15 “Submission” means the Respondent’s response to the RFQ and includes all the Respondent’s attachments and presentation materials.

- .16 “Team Members” means agents, subcontractors, subconsultants, business entities or firms forming a particular Respondent’s team.
- .17 Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
- .18 Words in the singular include the plural and vice versa.

2. RFQ AVAILABILITY

- .1 RFQ documents are only available through Alberta Purchasing Connection at www.purchasingconnection.ca.
- .2 The Province will assume no responsibility or liability for the completeness of any RFQ documents, updates or amendments obtained from a source other than identified above.

3. ACCESS TO INFORMATION AND CONSENT TO THE USE OF PERSONAL INFORMATION

The Respondent acknowledges that:

- .1 ATIA applies to all information and records relating to, or obtained, generated, created, collected or provided under, the RFQ and which are in the custody or under the control of the Province. ATIA allows any person a right of access to records in the Province’s custody or control, subject to limited and specific exceptions as set out in ATIA; and
- .2 The Respondent, if it considers portions of its Submission to be confidential, shall identify those parts of its Submission to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure of information under ATIA or Personal Information in accordance with POPA.
- .3 The purpose of collecting Personal Information for the RFQ is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Submission, and for other related program purposes of the Province. Authority for this collection is the *Government Organization Act (Alberta)*, as amended from time to time and section 4 (c) of POPA. The Respondent may contact the inquiries contact identified on the cover of the RFQ regarding any questions about collection of Personal Information pursuant to the RFQ.
- .4 The Respondent consents, and has obtained the written consent from Team Members, Key Individuals or any individuals proposed or identified in the Submission, to the use of their Personal Information in the Submission by the Province, the Province’s employees, subcontractors and agents, to enable the Province to evaluate the Submission and for other program purposes related to this RFQ. The Respondent must provide those written consents within two (2) Business Days of a request by the Province to do so.

4. ACTS AND REGULATIONS

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

5. CONFLICT OF INTEREST

- .1 Respondents must fully disclose, in writing to the Province on or before the closing date of the RFQ, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent / Proponent were to become a contracting party pursuant to the RFQ and RFP. The Province shall review any submissions by Respondents / Proponent under this provision and may reject any Submissions or Proposal where, in the opinion of the Province, the Respondent / Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent / Proponent were to become a contracting party pursuant to the RFQ and RFP.
- .2 If applicable, Respondents must not include among their Team Members, business entities identified under Article 4. – Other Entities Retained by the Province of the RFQ Section 1 - Available Project Information.

6. ADDENDA

- .1 The Province may extend the RFQ Closing Date and Time, or the Province may amend, postpone, or cancel this RFQ in its sole discretion. The Province may issue any number of addenda to this RFQ in its sole discretion.
- .2 Addenda will be posted on the Alberta Purchasing Connection (APC) website at www.purchasingconnection.ca.
- .3 By submitting the Submission the Respondent confirms receipt of all addenda issued for the RFQ, if any.

7. WAIVER

- .1 Respondents shall not have any claim for compensation of any kind as a result of participating in the RFQ process, and by submitting a Submission each Respondent shall be deemed to have waived its right to make a claim.

8. SUBMISSION AMENDMENTS AND WITHDRAWN

- .1 Refer to RFQ section 2.6. Submission Amendments and Withdrawals.

9. LANGUAGE

- .1 All Submissions, including attachments, presentation material, other information, resumes, reference letters, etc. must be submitted in English.

10. SUBMISSION PUBLIC OPENING

- .1 Submissions will not be opened in public.

11. RECAPITULATION OF SUBMISSIONS

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

12. SUBMISSION RETENTION

- .1 Submissions and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province.

13. SUBMISSION IRREGULARITY OR NON-COMPLIANCE

- .1 The Province reserves the right to waive an irregularity or non-compliance with the requirements of the RFQ where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at the Province's sole discretion.

14. SUBMISSION EVALUATION

- .1 Respondents are deemed to understand and agree that the Submissions submitted by them will be evaluated against the evaluation criteria in the RFQ by the evaluation team, according to the evaluation team's sole and best judgment and discretion, to determine the Respondent who is best qualified to provide the required services to the Department.
- .2 In the event of any mandatory requirements, Respondents meeting the mandatory requirements identified in the RFQ will have their submissions evaluated further.
- .3 Subject to the requirements of ATIA and POPA, such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.

15. CLARIFICATION INFORMATION AND INTERVIEWS

- .1 At any time during the evaluation process, the Province may ask the Respondent to clarify statements made in its Submission. Following receipt and evaluation of the response from a Respondent, the Province may modify the evaluation score.
- .2 If interviews are held:
 - .1 the interviews will take place at a place and time determined by the Province, anticipated to be within twenty (20) Business Days after the RFQ Closing Date and Time,

- .2 the Province will notify Respondents of the interview date, time and location no later than three (3) Business Days prior to the scheduled interview, and
 - .3 representatives of the Respondent's firm, the Respondent's team lead for the project, and key personnel designated by the Respondent, including major subconsultants, will be required to attend.
 - .4 Following receipt of clarifying information, and interviews (if any), the evaluation team may modify their initial evaluation scores to reflect the clarifying information.
- .3 The Province will not consider unsolicited supplementary or clarifying information received from Respondents after the RFQ Closing Date and Time.

16. SUBMISSION REJECTION

- .1 The Province may reject any or all Submissions.

17. DEBRIEFING

- .1 The Province will debrief an unsuccessful Respondent who responded to the RFQ, at the written request of the Respondent after the Province posts the shortlisting notification on APC.
- .2 The Province will debrief shortlisted Respondents on their Submission, at the written request of the Respondent after the completion of RFP process and signing of contract with successful Proponent.

18. NO LIABILITY

- .1 Province does not, by issuing this RFQ or by any communication or documentation made or provided in connection with this RFQ, incur any duty of care or contractual obligation to any interested party, Respondent, Team Member, Key Individual or other person, and expressly disclaims any liability or obligation to any interested party, Respondent, Team Member, Key Individual or other person in connection with this RFQ.
- .2 Statements in this RFQ of Province expectations in relation to the project, the RFQ process, the procurement schedule and the RFP process are relied upon or acted upon by interested parties, Respondents, Team Members, Key Individuals and other persons solely at their own risk.
- .3 Province may amend, suspend, postpone, cancel, or extend the closing of this RFQ or any future stage of the procurement without incurring liability to any interested party, Respondent, Team Member, Key Individual or other persons.
- .4 The Respondent is responsible for all costs of preparing and presenting its Submission.

19. PUBLICITY

- .1 No press release shall be issued by any interested parties or Respondents or their Team Members or Key Individuals in relation to the project without first obtaining the prior written consent of Province. Breach of this provision may result in disqualification of Respondent from the RFQ process or, if Province becomes aware of the breach of this provision after the RFP has been issued, from the RFP process.

20. TRADE AGREEMENTS

- .1 This procurement is subject to Chapter 5 (Government Procurement) of the Canadian Free Trade Agreement, and the New West Partnership Trade Agreement.

21. SUBSTITUTION

- .1 If, following shortlisting of Respondents, Proponent become aware that any of the Team Members or Key Individuals will be unable or is likely to be unable to participate in Proponent's team, the Proponent must immediately so advise Province, and indicate proposed substitute Team Member or Key Individual.
- .2 Failure to do so may result in disqualification of the Proponent from the RFP process or, if the Province becomes aware of such breach of this provision after the RFP has been issued from the RFP process.
- .3 Upon receipt of notification of a requested substitution of a Team Member or Key Individual, it is at the sole discretion of the Province to allow such a substitution. In making a determination regarding the acceptability of a proposed substitution, the Province, without limiting the generality of its considerations, will consider whether or not a proposed substitution:
 - a. Provides an unfair advantage to the Proponent; or
 - b. Jeopardizes or delays the RFP evaluation process.
- .4 All information required by this RFQ in respect of Team Members and Key Individuals must be provided to the Province in respect of any proposed substitute Team Members or Key Individuals, as applicable.

22. LEGAL JURISDICTION

- .1 This RFQ shall be governed and interpreted in accordance with the laws in force in Alberta. The Respondent shall comply with the provisions of all laws, now in force or in force after the submission of the Submission, or parts thereof, that expressly or by implication apply to this RFQ or resulting Contract, if applicable. The Respondent irrevocably attorns to the exclusive jurisdiction of the Courts in Alberta. This provision shall survive the termination or conclusion of this RFQ.

END OF RFQ TERMS AND CONDITIONS