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| **ALBERTA HEALTH SERVICES**  **PRE-QUALIFICATION FOR CONTRACTOR SERVICES RELATED TO CAPITAL PROJECTS**  REQUEST FOR PROPOSALS NO: AHS-2018-2545  ISSUED: November 6, 2018  **PROPOSAL SUBMISSION DEADLINE:**  **December 11, 2018 at 2:00:00 PM MOUNTAIN TIME** |

OUTLINE

Articles 1 to 5 – RFP Terms and Conditions

Schedules – Information for Proponents

Appendices – Proponent Submission Documents (Attached as separate files)

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**REQUEST FOR PROPOSALS**

**Article 1****Introduction**

This Request for Proposals (“**RFP**”) is an invitation by Alberta Health Services (“**AHS**”) to prospective Proponents to submit proposals to be considered for inclusion on AHS’ Pre-qualified list for the provision of certain contracting services (the “**List**”) more particularly defined in Schedule A hereto **(**the “**Deliverables**”). **NOTE THAT ONLY PROPONENTS THAT SECURE A PLACE ON THE LIST WILL BE ELIGIBLE TO RECEIVE FURTHER NOTICES OF PROCUREMENTS COVERED BY THE LIST DURING THE PRE-QUALIFICATION TERM.**

With respect to this pre-qualification:

* + 1. AHS has created and revised contractor service categories as more particularly detailed in Schedule C - Category Requirements (the “Categories”). Prospective Proponents may submit a separate Proposal for any Categories in any of the identified zones (refer to Schedule D – Zone Map for information re zone locations). Prospective Proponents also need to identify which Class they are seeking pre-qualification for and in which zone. For further clarity, Prospective Proponents must submit an Appendix 2 - Technical Response Workbook for each Category they want to be pre-qualified for.
    2. The period of the validity of the List shall be, subject to any rights AHS might have pursuant to this RFP, until December 31, 2019 (the “Pre-qualification Term”).
    3. Existing pre-qualified vendors will be offered an extension to December 31, 2019 and ARE NOT required to re-submit a Proposal for the Categories they are already pre-qualified for. However if a Proponent is already approved to complete work in Class I, and that same Proponent would like to be added to Class II and/or Class III in the same Category, then that Proponent must submit a separate Category Proposal for the additional Classes desired.
    4. Proponents who are already pre-qualified in one zone DO NOT need to submit a Proposal to get pre-qualified in a different zone for the same Category. Those parties can send a request to [CPSMCapitalSourcing@ahs.ca](mailto:CPSMCapitalSourcing@ahs.ca) to be added to the List for a different zone.
    5. For parties who were pre-qualified for the Service Categories through the pre-qualification RFPs in 2012, 2015, 2016 and 2017 such parties will, subject to AHS’ right to remove a party, continue to be on the List until the end of the Pre-Qualification Term.
    6. The pre-qualification will reopen on an annual basis allowing additional Proponents to be placed on the List.
    7. Proponents may be Pre-qualified for some but not all of the applied for Categories, Classes and zones.

1. **Trade Agreements, Procurement Process and Contacts**
   1. **Competitive Procurement and Trade Agreements**

This RFP process is being conducted in compliance with and subject to any applicable inter-provincial trade agreements, including the New West Partnership Trade Agreement and the Canadian Free Trade Agreement. These agreements govern AHS and set out guidelines, thresholds and appropriate exceptions that establish a procurement framework that sets expectations and does not limit trade. This includes requirements for fair competition and transparency. Upon submission of a Proposal a Proponent agrees that it must comply with the provisions of this RFP and any applicable law related thereto as well as AHS’ policies applicable to procurement and contracting processes which policies can be found at http://www.albertahealthservices.ca/about/Page210.aspx.

* 1. **Communications and Point of Contact**

Proponents and prospective Proponents should direct all inquiries with respect to this RFP (whether with respect to the RFP process or the agreements with a Pre-qualified Proponent that may result following the evaluation process hereunder) to the AHS contact whose contact details are noted immediately below (the “**AHS Contact**”). All such vendor initiated communications with AHS in respect of this RFP process must be in writing and directed to the attention of:

Alberta Health Services

Contracting, Procurement and Supply Management

Suite 1100, North Tower

Seventh Street Plaza

10030-107 Street

Edmonton, AB T5J 3E4

Attention: Aileen Lai (AHS-2018-2545)

Contract Coordinator

Phone: 780-735-1595

E-mail: [Construction.RFP@ahs.ca](mailto:Construction.RFP@ahs.ca) with a copy to aileen.lai@ahs.ca

**Article 3**

**RFP Instructions**

1. 1. **RFP Documents**

The RFP includes this document referenced as RFP No: **AHS-2018-2545** together with all Schedules, Appendices and Attachments attached hereto. All such documents form an integral part of the RFP as a whole. Where this RFP contemplates more than one Proponent becoming a Pre-qualified Proponent, references to the “**Pre-qualified Proponent**” throughout the RFP will be deemed to mean and include all such Pre-qualified Proponents.

* 1. **Communication and Questions After Issuance of RFP**
     1. Prospective Proponents to Review RFP
        1. Prospective Proponents shall promptly examine the RFP documents and:
           1. report any errors, omissions or ambiguities; and
           2. direct questions or seek additional information;

by email (with the RFP number and description in the subject line) on or before the Proponents’ Deadline for Questions to the AHS Contact using the form attached as Appendix 5 - Vendor RFP Questions Form. For greater clarity, Proponents are requested to utilize the attached excel sheet (Appendix 5) in submitting inquiries to AHS pertaining to this RFP process. No such communications shall be directed to anyone other than the AHS Contact. AHS shall make a reasonable effort to provide written responses to prospective Proponents’ questions as soon as practicable but in any event no later than the date indicated in the timetable in Section 3.3 below as the Deadline for AHS to Issue Addenda. Questions may not be answered after the Proponent’s Deadline for Questions has passed. AHS will communicate any questions and responses to prospective Proponents by posting same on APC and BuildWorks Canada, provided that the identity of the prospective Proponent submitting a question shall not be disclosed by AHS. AHS may:

* + - * 1. refuse to answer questions that do not pertain directly to the subject matter of the RFP; and
        2. not post answers to questions on APC and BuildWorks Canada where the answers would not benefit other Proponents.
      1. AHS shall not be liable in the event that a prospective Proponent has not received any or all of the questions and responses communicated by AHS after the Issue Date of the RFP. AHS shall have no duty or obligation to verify or investigate any information it may receive from the Proponent or in a Proposal, regardless of the source or nature of the information.
      2. The information contained in the RFP documents or issued by way of addenda or in any communications between AHS and any prospective Proponent or Proponent respecting this RFP or the RFP process is accurate to the best of AHS’ knowledge. While AHS, its staff and advisors do not guarantee such accuracy, AHS shall commit to notifying Proponents or prospective Proponents in the manner described in Section 3.2(d) below of any new or updated information should any errors subsequently be identified or discovered by AHS.
      3. Prospective Proponents are expected and required, and it shall be the prospective Proponent’s responsibility, to:

1. avail itself of all the necessary information to prepare a Proposal in response to this RFP, and
2. communicate with AHS at the earliest opportunity with respect to any

matter, concern, clarification, complaint, issue or question (including but not limited to reporting and inquiring about any errors, omissions or ambiguities) related to this RFP (each an “**RFP Issue**”) when the subject matter of the RFP Issue arises and would have been first observable or noted. Where a prospective Proponent has not done so, such silence or failure to communicate an RFP Issue may be deemed to be acceptance and acquiescence on the part of the Proponent regarding such matter and may preclude the Proponent from raising the RFP Issue at a later date.

* + 1. Access to Additional RFP Data

This section is intentionally omitted from this RFP.

* + 1. All New Information to Prospective Proponents by way of Addenda
       1. The terms and conditions of this RFP, including scope, requirements or other content found in any Schedules, Appendices and Attachments to the RFP may only be amended by an addendum issued by AHS. Each addendum so issued shall form an integral part of this RFP.
       2. Issued addenda may contain important information including significant changes to this RFP. Proponents and prospective Proponents are responsible for obtaining all addenda issued by AHS.
    2. Communication by AHS
       1. If AHS, for any reason, determines that it is necessary to provide additional information relating to this RFP prior to the Proposal Submission Deadline other than amendments described in Section 3.2 (c)(i), such information will be communicated to all prospective Proponents and Proponents.
       2. Subject to Section 3.2(e) below, all material information that is to be communicated by AHS to Proponents including responses to questions, notices and addenda, shall either be posted on APC and BuildWorks Canada prior to the Proposal Submission Deadline or shall be delivered and provided directly to the Proponents in writing at any time thereafter. AHS may communicate an RFP cancellation after the Proposal Submission Deadline via posting on APC and BuildWorks Canada.
    3. In addition to the foregoing, AHS may, where it is deemed necessary and appropriate, make arrangements to communicate and check in with Proponents either in writing or by phone at any time prior to the Proposal Submission Deadline indicated in Section 3.3 below for the purpose of providing responses to questions or concerns that have been raised by a Proponent, or providing clarification to a Proponent, regarding the RFP requirements or process, logistics, etc. AHS will confirm any phone conversations in writing or via e-mail.
  1. **RFP Process Steps and Timetable**

The following timetable shall apply to this RFP:

|  |  |
| --- | --- |
| Issue Date of RFP | November 6, 2018 |
| Proponents’ Deadline for Questions | November 22, 2018 @ 2:00 PM Mountain Time |
| Deadline for AHS to issue Addenda | December 4, 2018 |
| Proposal Submission Deadline | December 11, 2018 @ 2:00:00 PM Mountain Time |

The above timelines are subject to change by AHS upon notice to the Proponents. In particular, AHS may, at any time prior to the occurrence of a date or expiry of a particular deadline noted above, amend or extend such date or deadline, as applicable. In the event a change is made to any of the above dates:

* + 1. prior to the Proposal Submission Deadline, AHS will post any such change on APC and BuildWorks Canada; or
    2. after the Proposal Submission Deadline, AHS will notify Proponents in a timely manner of any such changes to or extensions to dates or deadlines either via APC and BuildWorks Canada, or via other reliable notification system (e.g., e-mail with receipt confirmation, registered mail, etc.).

Where a change is made to extend any particular deadline or date above, all other deadlines and dates which follow thereafter will be deemed to have been extended by the same amount of time provided, however, that in all cases the Deadline for AHS to Issue Addenda shall always be a minimum of three (3) Business Days prior to the Proposal Submission Deadline.

* 1. **Proponents’ Conference**

This section is intentionally omitted from this RFP.

* 1. **Format and Submission of Proposals**
     1. Proposals are to be submitted in the following prescribed manner. To facilitate a timely and comprehensive evaluation of all Proposals, Proponents shall submit Proposals using the formats defined in Appendix 2 (ie. tables and charts) and the file types as defined below in 3.5(c)(i)(A). Proposals should be prepared as simply and economically as possible and structured in accordance with the format and instructional requirements of this RFP with emphasis on completeness and clarity of content. Displays and promotional material are neither required nor desired unless they add substance to a Proposal. Any deviation from requirements, or requirements that cannot be satisfied by the Proponent, must be clearly identified in the appropriate sections of Appendix 2, as applicable. All pages and sections in a Proposal response should be clearly numbered or referenced. Where information is requested in the RFP, any response made in a Proposal should reference the applicable section numbers of the RFP where that request is made.
     2. All Appendices which are attached to this RFP must be completed and submitted by the Proponents as part of the submission of a Proposal. A Submission Checklist has been included as Appendix 1 which outlines the documentation or materials that are to be included in each Proposal. Proponents should ensure that each part of their Proposal includes all the required Appendices for such part of the Proposal as listed and referenced in the checklist.
     3. Submission Instructions

1. A Proponent must submit the Proposal as follows:
2. **Electronic (soft copy):**  Upload and submit electronically as one complete set of materials each of the items noted in this Section 3.5(c)(i)(A) through the following AHS portal:

[**https://ahs.bonfirehub.ca/opportunities/17997**](https://ahs.bonfirehub.ca/opportunities/17997)

One (1) copy of each Appendix 2 - Technical Response Workbook should be uploaded in its entirety, marked “Technical Response Workbook – name of Category”. These files should contain all components that form part of Appendix 2 with original signatures where signatures are required. NOTE: Proponents must submit one separate Appendix 2 – Technical Response Workbook for each Category applied for.

The full Proposal submission consists of the following requested documents:

| Name | Type | # Files | Requirement | Instructions |
| --- | --- | --- | --- | --- |
| Appendix 1 - Submission Checklist | File Type: PDF (.pdf) | 1 | Required, ESCfCS | When submitting 'Appendix 1 - Submission Checklist' you will need to provide a PDF (.pdf) for: ESCfCS that you are bidding on. |
| Appendix 2, Section 1 - Proponent Information Form | File Type: PDF (.pdf) | 1 | Required, ESCfCS | When submitting 'Appendix 2, Section 1 - Proponent Information Form' you will need to provide a PDF (.pdf) for: ESCfCS that you are bidding on. |
| Appendix 2, Section 2 - Mandatory Requirements Table | File Type: PDF (.pdf) | 1 | Required, ESCfCS | When submitting 'Appendix 2, Section 2 - Mandatory Requirements Table' you will need to provide a PDF (.pdf) for: ESCfCS that you are bidding on. |
| Appendix 2, Section 4 - Response Section | File Type: PDF (.pdf) | 1 | Required, ESCfCS | When submitting 'Appendix 2, Section 4 - Response Section' you will need to provide a PDF (.pdf) for: ESCfCS that you are bidding on. |
| Appendix 3 - Proponent Declaration | File Type: PDF (.pdf) | 1 | Required, ESCfCS | When submitting 'Appendix 3 - Proponent Declaration' you will need to provide a PDF (.pdf) for: ESCfCS that you are bidding on. |
| Appendix 4 - Statement of Full Disclosure and Conflict of Interest Declaration | File Type: PDF (.pdf) | 1 | Required, ESCfCS | When submitting 'Appendix 4 - Statement of Full Disclosure and Conflict of Interest Declaration' you will need to provide a PDF (.pdf) for: ESCfCS that you are bidding on. |
| Supplementary Information | File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip) | Multiple | Optional, ESCfCS | When submitting 'Supplementary Information' you will need to provide a Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip) for: ESCfCS that you are bidding on. |

1. **Paper (hard) Copies:** Notwithstanding the ability to submit electronic copies of Appendix 3 – Proponent Declaration and Appendix 4 – Statement of Full Disclosure and Conflict of Interest (the “**Compliance Appendices**”) as provided for above, AHS requires Proponents to retain and, upon AHS’ express written request, make available to AHS originally signed hardcopies of the Compliance Appendices. In this respect, in the event that AHS makes an express written request to review the originally signed copies of the Compliance Appendices, the Proponent must, in addition to the electronic submissions, provide the originally signed hardcopies of the Compliance Appendices to this AHS Contact at an address and at a time specified in such a request. Failure to comply with this provision may result in the Proponent’s Proposal being disqualified.
2. Proposals must be uploaded in full and submitted in the manner described above on or before the Proposal Submission Deadline. Proposals submitted after the Proposal Submission Deadline may be disqualified.
3. All appendices and attachments shall be included. The first page of the Proposal materials should be a cover page that is prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the Proponent and with the Proposal Submission Deadline date and time. All or parts of a Proposal, including any supporting documentation, must be uploaded and submitted on or prior to the Proposal Submission Deadline noted in the table in Section 3.3 above. We strongly recommend that Proponents give themselves sufficient time, and **at least ONE (1) day** before the stated Proposal Submission Deadline, to begin the uploading process and to finalize the Proposal submission. Please note the following additional considerations and information:
4. Although AHS will be notified when a Proposal has been uploaded, the content of the uploaded Proposals will only be accessible and visible to AHS after the Proposal Submission Deadline.
5. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
6. The Proponent will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
7. Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome or Mozilla Firefox and Javascript must be enabled.
8. AHS is using Bonfire for accepting and evaluating Proposals digitally within this RFP. Please contact Bonfire Interactive Ltd. at [**Support@GoBonfire.com**](mailto:support@gobonfire.com), with a copy to the **AHS Contact**, for technical questions related to your submission. You can also visit their help forum at [**https://bonfirehub.zendesk.com**](https://bonfirehub.zendesk.com)
9. Notwithstanding anything else in this RFP, in the event that a Proponent’s submission of a Proposal is interrupted by technical difficulties that are being experienced by Bonfire in the two (2) hours before the Proposal Submission Deadline (as determined by AHS in its sole discretion in consultation with Bonfire) and, as a result of such Bonfire related technical difficulties a Proponent is not able to complete submission of their Proposal by the Proposal Submission Deadline, then AHS may, in its sole and absolute discretion, agree to receipt of such Proposal after the Submission Proposal Deadline upon the Bonfire technical difficulties being resolved.
   * 1. Amending or Withdrawing Proposals Prior to Proposal Submission Deadline
        1. At any time prior to the Proposal Submission Deadline, a prospective Proponent may amend or withdraw a submitted Proposal. The right of a Proponent to amend or withdraw a Proposal includes amendments or withdrawals wholly initiated by the Proponent and amendments or withdrawals in response to subsequent information provided by AHS. For clarification, amendments to Proposal may NOT be made after the Proposal Submission Deadline but a Proponent shall retain the right to withdraw its Proposal and participation in this RFP after the Proposal Submission Deadline.
        2. Any amendment should clearly indicate what part of the Proposal the amendment is intending to replace.
        3. Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in the RFP for the submission of Proposals. Any amendment or notice of withdrawal submitted by any other method may be rejected by AHS.
     2. Rectification
        1. AHS’ intention with this RFP process is not to disqualify otherwise qualified proponents for minor irregularities, errors or ambiguity. Accordingly, AHS will employ a rectification process, whereby if minor irregularities, errors or ambiguity exists Proponents may be provided with the opportunity to rectify such minor irregularities, errors or ambiguity. For further clarification, the rectification process may be employed with respect to all minor irregularities, errors (i.e., with respect to requirements or other procedural matters) or ambiguity relating to Proponents’ Proposals. This process shall not be used as an opportunity for a Proponent to change, or be permitted to change, its Proposal such that the substantive aspect to the Proposal is materially altered having regard to the fundamental and central scope and purpose of this RFP. The determination as to whether the rectification process should be used as contemplated herein lies solely within the discretion of AHS.
        2. Following the initial review of Proposals after the Proposal Submission Deadline and where applicable throughout the evaluation process, where a Proponent appears to have made a minor irregularity or error, AHS may, in its discretion, issue a written rectification notice to that Proponent by way of email. The Proponent will be provided with three (3) business days to respond to the rectification request with the required documentation. If a Proponent fails to respond appropriately within the prescribed rectification period, AHS may then, in its discretion, disqualify that Proponent. For further clarity, failure to submit a Proposal by the Proposal Submission Deadline, does not constitute a minor irregularity or error. Any response received by AHS from a Proponent shall, if accepted by AHS, form an integral part of that Proponent’s Proposal.
     3. AHS May Seek Clarification and Incorporate Response into Proposal

In addition to the rectification process set out above, AHS reserves the right to seek clarification and/or the submission of supplementary written information from a Proponent on any aspect of their Proposal after the Proposal Submission Deadline. Any response received by AHS from a Proponent shall, if accepted by AHS, form an integral part of that Proponent’s Proposal. For clarification, any information that is sought or requested by AHS through the clarification as described in this Section 3.5(f) shall not be an opportunity for the Proponent to change the Proponent’s Proposal in any material manner.

* + 1. RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent’s Proposal.

* + 1. Proposal Property of AHS

Except where expressly set out to the contrary in the RFP, the Proposal and any accompanying documentation submitted by a Proponent shall become the property of AHS and shall not be returned to the Proponent.

* + 1. Continued Reliance by AHS on Proposals

By submitting a Proposal, Proponents agree that the Proposals will continue to be relied upon by AHS for the Pre-qualification Term or until a Pre-qualified Proponent is removed from the List in accordance with the terms of this RFP. Once the Pre-qualified Proponent has been identified by AHS, unsuccessful Proponents will be entitled to a vendor debrief in accordance with Section 3.6.

* + 1. Evaluation

AHS is seeking and soliciting specific information and details regarding the capabilities and experience of the Proponents with a view to evaluating their formal responses and selecting the Proponent who will be able to best meet AHS’ needs, expectations and requirements. The evaluation of Proposals will be conducted by AHS in accordance with the procedure described in Schedule B - Criteria and Evaluation of Proposals. Proponents should note that a Proposal must meet the requirements of each stage to proceed to the next stage of the evaluation process. The Proposal that achieves the best overall value for AHS will be selected for inclusion on the List however inclusion on the List does not amount to a guarantee that the Pre-qualified Proponent will be chosen to provide Deliverables.

* 1. **Notification to Proponents & Vendor Debriefing**

At the conclusion of the evaluation of Proposals (or such earlier time when through the evaluation process a Proponent(s) ceases to be qualified to move forward to further stages of evaluation and consideration as a Pre-qualified Proponent), Proponents will be notified by AHS in writing as to whether or not they have been identified as the Pre-qualified Proponent. AHS will allow up to and including fourteen (14) calendar days following the date of such notification to request a Proponent debrief meeting. Where requested in the time frame noted above, AHS will contact the Proponent and arrange for a debrief meeting at a mutually agreeable time. The purpose of any debrief meetings is to have AHS provide feedback to the Proponent on AHS’ evaluation of the Proponent’s Proposal against the evaluation criteria.

* 1. **Subsequent Opportunities and Execution Of Agreement**
     1. Subject to AHS’ rights as provided for in this RFP, Proponents will be selected by AHS after the Proposal Submission Deadline. Notice of selection by AHS to the Pre-qualified Proponent shall be in writing.
     2. Selection as a Pre-qualified Proponent does not guarantee that a Pre-qualified Proponent will be engaged by AHS to provide any services.
     3. For contractor related work that is less than $25,000.00, AHS may:
        1. issue a quotation request to a single vendor from the List for the relevant Category. Such selection will be in AHS’ sole discretion and made based on skill set required;
        2. where appropriate, engage services from market, outside of the List; or
        3. where appropriate, enter into direct negotiations with a Pre-qualified Proponent.
     4. For contractor related work that is equal to or greater than $25,000.00 AHS may, in its sole and absolute discretion:
        1. issue an expression of interest to all the Pre-qualified Proponents in a relevant Category of the List. If sufficient responses are received, further procurement documents (e.g. RFP, RFQ, etc.) may be issued to interested Proponents;
        2. issue a procurement opportunity to all Pre-qualified Proponents in a relevant Category of the List.
        3. where appropriate, engage services from market, outside of the List or
        4. where appropriate, enter into direct negotiations with a Pre-qualified Proponent.
     5. A Pre-qualified Proponent will not be penalized if it declines to participate in any future opportunity.
     6. Notwithstanding anything else in this RFP, AHS makes no commitment to use a Pre-qualified Proponent for provision of Deliverables until such time as AHS and the Pre-qualified Proponent have entered into a form of agreement with respect to any Deliverables. AHS has as one of its objectives and goals to establish and maintain consistency in its conduct of business and operations, and uniformity and similarity in terms and conditions of agreements entered into with its vendors and providers as well as providing for terms and conditions that properly account for and protect AHS as a public body in its role and mandate as being accountable to the citizens of Alberta for health services across the Province of Alberta
     7. In addition to the above, AHS may:
        1. prior to executing an agreement, as an interim measure, choose to enter into an early start letter or other similar bridging document with the Pre-qualified Proponent on terms satisfactory to AHS and subject to AHS policies. Proponents are advised that commencement of the provision of performance of any Deliverables may be conditional on the execution of an early start letter or other bridging document with AHS; and
        2. discuss and negotiate changes, amendments, or modifications to the Pre-qualified Proponent's Proposal or discuss different or additional terms to those contemplated in the RFP provided that any such changes or modifications, or any different or additional terms, do not materially alter the fundamental and central scope and purpose of this RFP.
     8. For clarification, when there is more than one Pre-qualified Proponent, AHS shall conclude separately and independently with each Pre-qualified Proponent the terms and conditions for an agreement which shall be entered into with the Pre-qualified Proponent.

**Article 4****Additional Terms**

1. 1. **General Rights of AHS**

In addition to any other express rights or any other rights which may be implied in the circumstances, AHS reserves the right, in its sole discretion, to:

* + 1. make public the names of any or all Proponents;
    2. verify with any Proponent or with a third party any information set out in a Proposal, including rejecting any Proponent statement, claim or representation if such statement, claim or representation is, in AHS’ opinion, unwarranted or questionable;
    3. check references other than those provided by any Proponent;
    4. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
    5. disqualify any Proponent where the Proponent has: (i) previously breached an agreement with AHS, (ii) been charged or convicted of an offence in respect of an agreement with AHS or in respect of the provision of goods and/or services which are similar to the Deliverables, (iii) has launched legal proceedings against AHS or is otherwise engaged in a dispute with AHS (iv) fails to complete any necessary Appendix including either Appendix 3 – Proponent Declaration, or Appendix 4 - Statement of Full Disclosure and Conflict of Interest Declaration, or (v) revealed a conflict of interest in its Proposal or otherwise, failed to reveal a conflict of interest or support in the manner herein provided for, or a conflict of interest is brought to the attention of AHS;
    6. disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP including, without limitation, where: (i) a Proponent has engaged in prohibited communication as contemplated in Sections 2.2 and/or Section 4.4; (ii) there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal or (iii) the Pre-qualified Proponent fails to obtain any of the permits, licences, or authorizations required to provide the Deliverables;
    7. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
    8. accept or reject any Proposal even if only one Proposal is submitted;
    9. cancel this RFP process at any stage without award, and AHS thereafter issue a new request for proposals, request for qualifications, enter into an approved procurement exception, sole source arrangement, or do nothing;
    10. where there is only a single Proponent (either by way of only a single vendor submitting a Proposal, or all other Proponents being otherwise disqualified or removed from consideration), AHS reserves the right to cancel this RFP and directly negotiate an agreement with such single Proponent for the Deliverables; and
    11. execute an agreement with more than one Proponent.

By submitting a Proposal, the Proponent authorizes the collection by AHS of the information set out under Section 4.1(b) and (c) in the manner contemplated in those subparagraphs. Proponents are advised that no indulgence or forbearance by AHS to disqualify a Proponent in any particular circumstance shall be deemed to constitute a general waiver of AHS’ right to disqualify such Proponent. In addition, AHS may exercise any other remedy available to it at law or in equity.

* 1. **Rights of AHS vis-à-vis Pre-qualified Proponent** 
     1. In addition to the rights of AHS set forth above, in the event that AHS and the Pre-qualified Proponent are unable to conclude an arrangement and finalize an agreement for any reason within a reasonable period of time as determined by AHS, AHS shall be entitled, in its sole discretion, to:
        1. extend the period for concluding an agreement;
        2. exercise any other applicable right set out in this RFP, including but not limited to cancelling this RFP or issuing a new RFP for the same or similar Deliverables;
        3. terminate all discussions and negotiations with the Pre-qualified Proponent and cancel its identification of such Proponent as the Pre-qualified Proponent;
        4. select another Proponent to enter into an agreement; and
        5. pursue any other remedy available to AHS under applicable laws.
     2. AHS may cancel its decision to enter into an agreement with a Pre-qualified Proponent where a change in ownership of the Pre-qualified Proponent has occurred after the Proposal Submission Deadline or any other material change has occurred with respect to the Pre-qualified Proponent’s Proposal, its business operations or financial condition.
  2. **Conflict of Interest**

Proponents shall disclose all existing support and any conflict of interest (actual or perceived and not limited to only Deliverables in this RFP) in accordance with the requirements of, and using the form provided as, Appendix 4 - Statement of Full Disclosure and Conflict of Interest Declaration. Proponents shall also complete Appendix 3 - Proponent Declaration. AHS reserves the right to permit a Proponent to correct any good faith errors of omission in the aforementioned declarations (i.e. missing signature).

* 1. **Confidentiality and Communications** 
     1. AHS is committed to protecting the integrity of this RFP so that it is conducted in compliance with applicable law and trade agreements. It is important that the integrity of the process is protected with appropriate restrictions on communications and confidentiality of information.

Proponents are advised that all information provided by, or received from, AHS in any form in connection with this RFP, either before or after the issuance of this RFP (the “**AHS RFP Information**”), shall:

* + - 1. remain the sole property of AHS;
      2. be treated as confidential and held in strict confidence;
      3. not be used for any purpose other than for the purpose of replying to this RFP and the performance of any subsequent agreement;
      4. not be disclosed without the prior written authorization of AHS;
      5. be returned to AHS by the Proponent immediately upon the request of AHS, with no copies made or retained by the Proponent; and
      6. become subject to a request by AHS to have the Proponent execute a non-disclosure agreement.
    1. After a Proponent has submitted a Proposal the Proponent must not, directly or indirectly, communicate with the media or other third parties in relation to this RFP (including in respect of any AHS RFP Information as well as any non-public information regarding the details of the conduct and management of the RFP process) or the negotiation or execution of an agreement, without first obtaining the written permission of the AHS Contact.
  1. **Intellectual Property Rights**

A Proponent shall not use or incorporate into its Proposal any concepts, product or processes that are subject to copyright, patents, trademarks, or other intellectual property rights of third parties unless such Proponent has the right to use and employ such concepts, products and processes in respect of the Proposal and the Deliverables.

* 1. **Freedom of Information and Protection of Privacy Act (Alberta) (“FOIPP”)**

Information provided by a Proponent may be released in accordance with the requirements of the FOIPP. Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by AHS and, in such case, the confidentiality of such information will be maintained by AHS, except where FOIPP provision or processes, an order by the Information and Privacy Commission or court requires AHS to do otherwise.

* 1. **Proponent’s Costs & Liability**

AHS shall not be liable for any expenses, costs, losses, or any direct or indirect damages of any nature whatsoever incurred or suffered by any Proponent or any third party resulting from AHS exercising any of its rights under this RFP or exercising any rights which may be implied in the circumstances, and each Proponent shall solely bear all costs and expenses incurred by it relating to any aspect of its participation in the RFP process, including all costs and expenses related to the Proponent’s involvement in:

* + 1. the preparation, presentation and submission of its Proposal;
    2. attendance at any meeting with AHS;
    3. due diligence and information gathering processes;
    4. preparation of responses to questions or requests for information from AHS; and
    5. concluding an agreement.

AHS shall not be liable to pay any costs or expenses of any Proponent or to reimburse or compensate a Proponent under any circumstances, regardless of the outcome of this RFP and the associated procurement process. The Proponent agrees that any exercise of discretion or anything else done on the part of AHS in the procurement process shall not constitute a breach in contract, tort or otherwise, or result in a breach of any duty imposed by statute, common law or equity and owed by AHS to the Proponent and AHS shall have no liability whatsoever arising with respect thereto.

* 1. **Limitation of Liability**

Notwithstanding Section 4.7, in the event that AHS is found to be liable in any respect under this RFP or with respect to the related procurement process, the Proponent agrees that AHS’ liability to the Proponent and the aggregate amount of damages recoverable against AHS for any liability of AHS related to or arising out of this procurement process whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of AHS, shall be the lesser of:

* + 1. the Proposal preparation costs that the Proponent seeking damages from AHS can demonstrate; or
    2. Five Thousand Dollars ($5,000.00).
  1. **Governing Law and Jurisdiction**

The Proponent agrees that this RFP and the RFP process shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (excluding any conflict of law rule or principal of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) and the Proponent hereby irrevocably submits to the exclusive jurisdiction of the Alberta courts with respect to any matter arising out of or related to this RFP.

* 1. **Compliance with Applicable Laws**

It will be a condition of any agreement that the Pre-qualified Proponent agrees to comply with all of the applicable laws of Alberta and Canada, including the Occupational Health and Safety Act (Alberta), the Human Rights, Citizenship and Multiculturalism Act (Alberta) and the privacy statutes applicable in the Province of Alberta.

* 1. **Negotiated Procurement**

This procurement process is not intended to create and shall not create a formal legally binding bidding process whereby AHS is required to award a contract to the lowest bidder. Instead, any contract award shall be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any obligation on the part of AHS to enter into “Contract B” or any other legal obligations arising out of any contract or collateral contract; and (b) no Proponent shall have the right to make any claims against AHS with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP. No legal relationship or obligation with respect to the provision of the Deliverables shall be created between any Proponent and AHS until the successful conclusion and execution of an agreement.

* 1. **Extension of Contract to other Healthcare Agencies, Entities and Facilities**

By submitting a Proposal the Proponent agrees and acknowledges that it must, at the request of AHS, agree to extend the same price, terms and conditions in an agreement to any present or future:

* + 1. health care agency, facility or entity for which AHS is or may in the future be responsible for or which is funded or reimbursed by AHS;
    2. affiliates or subsidiaries of AHS,
    3. health care agency, facility or entity which performs medical services to AHS patients where AHS is responsible for the cost of such services,
    4. health care agency, facility or entity which are third party contracted health care providers to AHS and for whom AHS arranges for products or services to be provided to or for the benefit of such entities, or
    5. public or private body to whom any of AHS’ responsibilities may be delegated in the event of a restructuring of, or change made to, all or a part of AHS or the provincial health care system by Alberta Health,

(each a “**Third Party Operator**”) in each case irrespective of whether such entities have participated in this RFP process. Alternatively, all or part of Deliverables shall, at the option of AHS, be required to be provided by the Pre-qualified Proponent to and for the benefit of a Third Party Operator(s) and, in such case, AHS shall assigns its’ rights and benefits under an agreement to such Third Party Operator(s) for purposes of permitting the Deliverables to be provided to or for the benefit of such Third Party Operators including, but not limited to, warranties. By submitting a Proposal, the Proponent consents to AHS disclosing the information in its Proposal or subsequent agreement to any of the Third Party Operators.

* 1. **Removal from the List**

Notwithstanding anything else in this RFP, AHS reserves the right, in its sole and absolute discretion, to immediately remove, upon written notice, a Pre-qualified Proponent from the List (or from parts of the List):

1. if the Pre-qualified Proponent is insolvent, otherwise unable to pay its lawful debts as they come due, is adjudged bankrupt, or otherwise commits or threatens to do any act of bankruptcy, or if the Pre-qualified Proponent commences a bankruptcy action or liquidation action or reorganization action or insolvency action or an assignment of or by the Pre-qualified Proponent for the benefit of creditors;
2. if the Pre-qualified Proponent fails to comply with site safety requirements or any applicable law or otherwise breaches an agreement with AHS, has engaged in conduct prohibited by this RFP or where AHS has terminated an agreement with the Pre-qualified Proponent;
3. if AHS determines, in its sole and absolute discretion, that the services being provided by the Pre-qualified Proponent are not of a standard satisfactory to AHS or in the event that AHS determines that the Pre-qualified Proponent no longer has the capability to perform its obligations under this RFP or any agreement;
4. if there is a material change in the Pre-qualified Proponent’s financial or business operations including, without limitation, in the services it provides; or
5. if AHS determines, in its sole and absolute discretion, after conducting any post project evaluation that a Pre-qualified Proponent’s performance does not meet the requirements of the Class or Category or if the Pre-qualified Proponent’s performance of the Deliverables failed to meet contractual expectations or if the Pre-qualified Proponent otherwise performs poorly as evidenced by, among other things, fails to manage delays or acts in such a manner as to cause delays, etc. is pre-qualified within or if performance does not meet the contractual commitments.

In the event a Pre-qualified Proponent is removed from the List, the Pre-qualified Proponent will not be eligible to receive directed bid opportunities but may apply to subsequent procurement opportunities where AHS makes such opportunities public.

In the event of a company name change or other material change to a Pre-qualified Proponent’s business or financial operations including a change to the services it provides, such Pre-qualified Proponent must immediately provide written notification to AHS of the change. AHS will seek to clarify the nature of the change and if AHS determines, in its sole and absolute discretion, that any changes are material, a Pre-qualified Proponent will be required to submit a new Proposal so AHS can determine if the Pre-qualified Proponent is still entitled to be retained on the List (or any part thereof). If AHS determines that the new Proposal does not meet the criteria of the RFP the Pre-qualified Proponent will be removed from the List.

**Article 5****Definitions**

1. 1. **Definitions**

Unless otherwise specified in this RFP, capitalized words and phrases have the following meanings:

1. “**Additional RFP Data**” has the meaning given to it in section 3.2(b);
2. “**AHS**” has the meaning given to it in Article 1;
3. “**AHS Contact**” has the meaning given to it in Section 2.3 and is the person designated by AHS to be the contact person for this RFP process;
4. “**APC**” means the website of the Alberta Purchasing Connection <http://www.purchasingconnection.ca/>;
5. **“BuildWorks Canada**” (formerly COOLNet Alberta) means the procurement platform located at the following website; https://buildworkscanada.com/
6. “**Business Days**” means every day except Saturdays, Sundays and any statutory holiday in the Province of Alberta;
7. **“Categories or Category”** has the meaning given to it in Article 1;
8. **“Class I” has the meaning given to it in Schedule A and Schedule C;**
9. **“Class II” has the meaning given to it in Schedule A and Schedule C;**
10. **“Class III” has the meaning given to it in Schedule A and Schedule C;**
11. “**Deliverables**” has the meaning given to it in Article 1;
12. “**E-mail Submission**” – Intentionally Deleted.
13. “**Evaluation Team**” means the individuals who have been selected by AHS to evaluate the Proposals;
14. “**FOIPP**” has the meaning given to it in Section 4.6;
15. “**Hardcopy Submission**” **–** Intentionally Deleted.
16. “**Issue Date of RFP**” means that date identified as such in the table in Section 3.3;
17. “**Mountain Time**” means local time in Edmonton, Alberta;
18. **“Pre-qualification Term”** has the meaning given to it in Article 1;
19. **“Pre-qualified Proponent”** means a Proponent selected to go on the List pursuant to this RFP;
20. “**Proponent**” means an entity that submits a Proposal in response to this RFP;
21. “**Proposal**” means all of the documentation submitted by the Proponent in response to the RFP, which has been accepted by AHS. The terms ‘response’ and ‘submission’ may also be used to mean “Proposal”;
22. “**Proposal Submission Deadline**” means that date identified as such in the table in Section 3.3;
23. “**Proponents’ Deadline for Questions**” means that date identified as such in the table in Section 3.3;
24. “**Rated Criteria**” means the criteria described as rated criteria in Schedule B;
25. “**RFP**” has the meaning given to it in Article 1 and shall include any associated Schedules, Appendices and Attachments;
26. “**RFP Issue**” has the meaning given to it in Section 3.2(a)(iv)(B);
27. “**Technical Response Workbook**” means the workbook document entitled “Technical Response Workbook” forming part of this RFP attached hereto as Appendix 2; and
28. “**Third Party Operator**” has the meaning given to it in Section 4.12.

Schedule A  
Deliverables

**Background**

AHS is responsible for overseeing the planning and delivery of quality health care and services to the 4.1 million residents of the province of Alberta, Canada. As the provincial health authority, AHS’ mission is to provide a patient-focused health system that is accessible and sustainable for all Albertans. We offer programs and services at public healthcare facilities throughout the province, which include Hospitals, Clinics, Continuing Care, Ambulatory, Laboratory, Alcohol and Drug, Mental Health, in owned and leased public healthcare facilities, and Community Health Centers.

AHS has a need for contractor services providers related to construction of capital projects across the province of Alberta. AHS intends to pre-qualify contractors in various categories and subsequently engage such companies in the manner set out in this document. Further, the pre-qualification process described below may also be used for contractor services required at AHS subsidiary and at Covenant Health Sites.

**Clarifications of Service Categories – Class I and Class II (Refer to Schedule C)**

When referencing Active Treatment Hospital and Extended Care Centre, this shall mean Active Treatment Hospital and Extended Care Centre or any building which is currently (or has previously been) registered as an Approved Hospital, Auxiliary Hospital, General (Active Treatment/Acute Care) Hospital, Nursing Home or a Community Ambulatory Care Centre are as defined in legislation, regulations and/or Ministerial Orders.

AHS’ Active Treatment/Acute Care Hospitals are our most complex and technical facilities that include building systems and configurations that serve tertiary, acute or ambulatory secondary care services. These facilities are designed and designated to enable treatment for brief but serious illness, injury or other health condition. Within AHS Active Treatment hospitals there are different levels of complexity associated with the care and support service requirements necessary to address the varying degrees of acuity of our patients.

These differ from Extended Care Centres which traditionally have been auxiliary hospitals or institutional nursing homes. Long Term Care and Extended Care Centres provide continual long term care to seniors and those with persistent mental illnesses or physical disabilities. These facilities usually are set in a less clinical environment though not quite reduced to the level of residential facilities.

Green-Field sites are undeveloped lands that are not impeded or hindered by the presence of non-construction related activities. Experience with Active Treatment Hospitals and Heliports in a Green-Field site are considered relevant even though most of the work undertaken by AHS is on brown-field or developed campuses or facilities that remain occupied and in full service while construction activities are underway.

The Class I classification outlined in this RFP is established for the most complex areas within AHS’ treatment facilities with Class II still recognizing the hospital environment but the treatment areas are not as specialized and technical in nature. Given that Extended Care Facilities are still clinical settings but not as complex in their design and construct as Operating Theatres and Intensive Care Units for example, these are considered as Class II classifications. Class I, Class II, and Class III are further defined in Schedule C.

**Pre-Qualification Process**

Pre-qualified Proponents will receive notification of procurement opportunities via email for their respective categories within their respective zone(s) that is applicable to the project. Notwithstanding the foregoing, being placed on the List does not guarantee that a Pre-qualified Proponent will receive procurement opportunities. This is contingent on, among other things, what projects are available for the categories and zones.

Details relating to the specific projects will be described within the procurement documents. The procurement opportunities may vary and they may be in any number of formats including a Request for Quotes, Request for Proposal or a Request for Tender, etc. Value of work is dependent on the project as well. Submission requirements will be identified with the individual opportunity.

**Insurance Requirements**

The Proponent shall submit the following insurance documents prior to the start of any agreement. AHS will require the following insurances at a minimum; Commercial General Liability, Automobile Insurance, and Worker Compensation Insurance with the laws of Alberta. The amount of each insurance required, will be indicated in the procurement opportunities and associated agreements.

At the request of AHS’s project team, additional insurance may be required for a project with respect to operations performed under the applicable procurement opportunity.

**Safety Plan**

Proponents shall submit safety plan/policy prior to the contract start date **upon the request of the project team**, in form and content acceptable to AHS (or Covenant health of the applicable subsidiary), which demonstrates:

1. Personal Protection Equipment (PPE) policies;
2. Safety Officer roles and responsibilities;
3. Occupational Health and Safety Act Prime Contractor, Employer and Worker orientation and obligation overview; and
4. Safety Plan orientation and ongoing monitoring processes.

Certificate of Recognition (COR) or Actively Seeking to Obtain.

Please Note: If applicable, Proponents must be able to submit COR upon the request of the project team prior to contract award.

Schedule B

Criteria and Evaluation of Proposals

The evaluation of Proposals will be conducted by AHS as described below. A Proposal must meet the requirements of each stage to proceed to the next stage. The evaluation of Proposals by AHS will be conducted on the basis of the members of the Evaluation Team arriving at a consensus. In addition to AHS personnel, the Evaluation Team may include external consultants and advisors to AHS.

The criteria to be used by the Evaluation Team in the scoring of each eligible Proposal are as follows:

|  |  |  |
| --- | --- | --- |
| **Rated Criteria** | | **Weighting** |
| **Technical Response** | | |
| Mandatory Requirements | Pass/Fail | |
| Company Overview | **20** points available | |
| Experience within Category | **60** points available | |
| Scheduling and Account Management | **20** points available | |
| **Total** | 1. **points available** | |

**Evaluation Methodology**

The evaluation of Proposals will be conducted by AHS in stages as described below. For each Category a Proposal must meet the requirements of each stage to proceed to the next stage.

* + 1. **Stage I – Mandatory Requirements –** This stagewill consist of a review by the AHS Contact or Evaluation Team to determine which Proposals comply with all of the Mandatory Requirements. Proponents are asked to replicate and complete Section 2.1 of **Appendix 2** for the purposes of replying to the Mandatory Requirements. Proposals must comply with all of the Mandatory Requirements in order to proceed to the next evaluation stage and those that do not comply with all of the Mandatory Requirements shall be disqualified.
    2. **Stage II - Technical Evaluation –** This stage will consist of scoring by the Evaluation Team of each eligible Proposal on the basis of the Technical Response rated criteria of the written Proposals. Proponents are asked to complete all parts of Appendix 2 – Technical Response Workbook for such purpose. All responses will be evaluated according to the predetermined methodology and criteria detailed in Appendix 2 – Technical Response Workbook.

Where it is deemed necessary or desirable at this **Stage II**, the Evaluation Team may choose to (but shall not be obligated to) seek clarification in respect the elements of the written Proposals being evaluated by way of additional due diligence exercise via reference checks.

References may be contacted to confirm experience and qualifications and that additional information may be taken into account for evaluation and scoring of the Technical Response rated criteria. Proponents are advised that AHS, in its sole discretion, may elect to forego this step if, in AHS’ estimation, it deems the reference checks are not required. Proponents are also advised that additional reference checks may be carried out at the sole discretion of AHS.

Note: Proponents will not contact AHS references provided in Appendix 2 while this RFP is open.  Should it be determined that a Proponent has contacted AHS references, those references will be disqualified from providing a response.  If the AHS reference provided by a Proponent hereunder is on the evaluation committee the reference will not be considered.  AHS reserves the right to request additional references.  AHS may or may not contact references.

(c) **Stage III – Final Selection -** Only Proponents that score **60 points** in total or more in the technical evaluation for a Category will be pre-qualified and placed on the applicable List. Proponents that are successful for inclusion on the List based on the criteria and requirements described in this RFP and associated documents will be notified. The contact e-mail address provided in the Workbook will be used to notify successful Proponents of their status. Failure to provide accurate contact e-mail address will prevent AHS from including your firm in the notification process.

Schedule C

Service Category Requirements For Contractor Services (As attached)

Schedule D

AHS Zone Map (As attached)