



Service Alberta
Sourcing and Vendor Services
Access Building
3720 – 76 Street
Edmonton, Alberta T6B 2N9

REQUEST FOR PROPOSALS (“RFP”) NUMBER SA-OCCIO-ER-003-2020

Point of Sales Solution

Service Alberta on behalf of Alberta Environment and Parks

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Contracting Manager:	Leanne Heuman
Telephone:	780-415-9453
Email:	leanne.heuman@gov.ab.ca

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1. INTRODUCTION

1.1 Preamble

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

This competitive process will be conducted in accordance with one fundamental objective: to maximize the benefit to the Province, while offering Proponents a fair and equitable opportunity to participate.

Proponents are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term, condition or mandatory requirement of this RFP may result in rejection of the Proposal.

1.2 RFP Definitions

Terminology used throughout this RFP is defined as follows and in Appendix “A” (Contract):

“**Acceptance**” means that the Province has tested POS Solution in the Province’s production environment, and has deemed the POS Solution to be in an Operable State.

“**Alberta Purchasing Connection (“APC”)**” means the Government of Alberta’s electronic tendering system.

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

“**Authorized Reseller**” means an entity authorized by a Manufacturer to act on its behalf for the Software.

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

“**Configuration**” means any change, enhancement, etc. to the Software not requiring source code changes to provide the specified functionality.

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

“**Contracting Manager**” means the individual referenced on the cover page of this RFP.

“**Contractor**” means the legal entity that will enter into the Contract with the Province.

“Customization” means any change, enhancement, etc. to the Software requiring source code changes completed by the Proponent to provide the specified functionality.

“Documentation” means all materials, whether supplied in printed form or other media, furnished with a product that explains or facilitates the use of the product, including without limitation, system user’s manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, systems manuals, programming manuals and modification manuals.

“Evaluation Team” means the individuals who will evaluate the Proposals on behalf of the Province.

“Facilities” means adequate office space and equipment including desk and chair, personal computer, telephone and office supplies and access to printer and facsimile, as are determined to be necessary by the Province for the performance of the Services by the Contractor.

“Fixed Price” means a definite and predetermined price charged for the Materials and performance of the Services by the successful Proponent.

“Hardware” means physical components of the Solution to process the transaction such as the computer terminal, receipt printer, bar code scanner, card swipe device and cash drawer.

“Manufacturer” means an entity that:

- a) uses components from one or more sources to assemble the Software that it sells under its brand or name;
- b) has a third party, on its behalf, use components from one or more sources to assemble the Software that it sells under its brand or name; or
- c) develops the Software.

“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, 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 be compliant.

“Operable State” means free of defects and operating in accordance with the Manufacturer’s published specifications and/or diagnostic tests, industry standards, the RFP and the Proposal.

“Personal Information” means “personal information” as defined in the *Freedom of Information and Protection of Privacy Act* (Alberta) (*FOIP*).

“Point of Sales Solution” or **“POS Solution”** means the Software and Hardware necessary to process transactions online, via the contact centre, and at field locations.

“Prime Proponent” means the Proponent in a Proponent Team that is responsible for the provision of the Materials and Services, and with whom the Province will enter into the Contract when a Proponent Team is to be awarded the Contract.

“Project” means the project outlined in Section 2 of this RFP.

“Proponent” means an individual, business entity, organization or Proponent Team responding to this RFP with a Proposal.

“Proponent Team” means a consortium or other arrangement among two or more individuals, business entities, or organizations that respond to this RFP with one Proposal.

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

“Province” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Service Alberta.

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

“RFP Closing Date and Time” means the date and time as stated on the cover page of this RFP.

“Services” means the work, duties, functions, and deliverables to be provided by the Contractor as specified in this RFP.

“should”, “desirable” means that a provision so described has a significant degree of importance to the Province and will be evaluated.

“Software” means the commercial off-the-shelf Software that underpins the Solution.

“Solution” means the Software plus Configuration and/or Customization that meets or exceeds all of the requirements specified in this RFP.

“User” means any person making use of the POS Solution.

“User Acceptance Testing” means testing of the Solution by the Province to confirm that the Solution meets the RFP requirements and provisions, and as proposed by the Contractor in its Proposal, prior to implementation into the Province’s production environment.

1.3 Interpretation

- a) Headings are used for convenience only, and they do not affect the meaning or interpretation of the sections.
- b) Words in the singular include the plural and vice versa.
- c) References to “Department”, “Government of Alberta”, “Her Majesty”, “Province”, ”Service Alberta” mean “Her Majesty the Queen in right of Alberta” and are only used for administrative purposes.

2. PROJECT INFORMATION

2.1 Project Overview

a) Project Background

The Alberta Parks system has been in existence for more than 90 years, and is an extensive network of 473 parks and protected areas governed under three pieces of legislation. Alberta Parks’ vision is to inspire people to discover, value, protect and enjoy the natural world.

Alberta Parks sells a full suite of products and services in person and/or over the phone. Alberta Parks is seeking a province-wide, proven Point of Sales (“POS”) Solution that will not require extensive Configuration, to streamline these services.

Some examples of the retail products and services are bike/canoe rentals, tours, educational programs, facility rentals, ski lessons, lift tickets, concession services, and visitor information centre/park centre offerings such as chips, pop, toiletries, maps, bear spray, firewood, ice, first aid, beach toys. **The POS Solution will not include camping reservations.**

Alberta Parks employs a variety of systems to sell its retail products and services. Larger sites use the Advanced Ticket Management System (ATMS) to power both on-site and online sales. They rely on the system to run point-of-sales terminals, support online stores and over-the-phone sales that are Payment Card Industry (PCI) compliant, and to produce reports on visitor attendance and sales.

Some parks are cash-only with stand-alone cash registers or cash boxes (no software application used on site). Other parks have various POS systems for their in park transactions. The following POS systems are used at multiple sites (visitor/park centres, concessions, campground booths):

- Vantix Advanced Ticket Management System (ATMS) Patron Management Software (multiple deployments with POS onsite and online)
- PARCS Reservation Software
- Revel Systems (multiple deployments with POS)
- Loyverse Point of Sales System
- Ivynet Telephony Integrated Payment System (TIPS) (integrated with ATMS and contact centre)
- GoA Payment Application Service (GPAS) with TIPS (parks)
- MyAlberta eServices (online purchase)

(b) Project Objectives

- A web-based online store to allow Alberta Parks to promote and sell specific retail opportunities, tours, events, ticketing and equipment rentals;
- Touchless, user-friendly transactions that reduce or eliminate cash handling;
- Data/inventory linkages and reconciliation that will help Alberta Parks develop a retail strategy and will simplify financial data gathering, and maintain the Province's payment card industry (PCI) compliance;
- Improved inventory management and revenue transfer;
- Standardized software experience across all Alberta Parks will enhance customer service, modernize in park sales and make staff more efficient;
- The ability to offer additional products and services across all sites; and
- Integrate retail, web, mobile and contact centre touchpoints for visitors.*

***The Province operates its own contact centre for Provincial services, and as such, provision of a customer contact centre is not in scope of the RFP.**

2.2 Project Duration

The initial Contract shall be a firm/Fixed Price Contract with a five (5) year term after its Effective Date. Thereafter, the Contract may be renewed on an annual basis for up to five (5) renewal years under existing terms and conditions.

2.3 Project Scope

Alberta Parks is looking for an integrated POS Solution for all Parks retail sites, across the province of Alberta. The Contractor will be responsible for the setup of the core system, including any necessary data migration; global database inventory; the provision and setup of necessary Hardware (cash drawer, barcode scanner, receipt printer, card swipes) in park sites (remote set-up is acceptable);. and maintenance of the POS Solution, including any Software and Hardware upgrades and the provision of help-desk services.

Alberta Parks currently provides all CPUs and technical support for its own equipment. However, there may be select cases where the Contractor will be required to provide tablets or portable devices.

Other business areas of the Province may acquire the Contractor's POS Solution on the same terms and conditions as the Contract, if any, resulting from this RFP.

3. MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS

3.1 POS Solution

The POS Solution's technical and functional mandatory requirements and desirable provisions are identified in Appendix "B" (POS Solution Functionality) to this RFP.

Accounting Environment

Alberta Parks accounting structure is broken down into elements, which can be used in any combination to identify a transaction. The Software must have the functionality to provide revenue breakdown in output reports using Alberta Parks accounting structure. Appendix "C" (Alberta Parks Accounting Environment) details the elements of this accounting structure.

Payment Processing and Revenue

The Contractor must use the Province's payment processor, TD Bambora, for processing of all payments, and must deposit all revenue in a financial institution specified by the Province.

3.2 Licensing

The Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, provincial, or federal agency for the Project, and for maintaining them throughout the duration of this Contract.

The Province requires a minimum of 75 "seats" (field locations/sites/subscription) of the POS Solution. During the term of the Contract, the Province may acquire from the Contractor, additional seats of the selected POS Solution on the same terms and conditions as the 5-year Contract.

3.3 Standards and Policies

- a) The Contractor must adhere to the Province's specific security policies, procedures, guidelines and standards, as well as data security procedures, and be in compliance with the relevant legislative acts and regulations when installing the Hardware and Software and performing the Services.

- b) The Contractor must comply with the Province’s Information Security Management Directives, IT Security Risk Management Practice, and Security Incident Reporting and Management Policy Advisory Guide while providing the Materials and performing the Services. For access to these security directives and standards, please visit <https://imtpolicy.sp.alberta.ca/SitePages/Home.aspx>.
- c) The Contractor should adhere to the Information Technology Infrastructure Library (ITIL) framework Change Management.
- d) The Contractor should adopt and follow industry standard best practices of project delivery for managing project deliverables and project control logs including, but not limited to: issues, risks, project Change Requests, decision requests, and status reporting, as defined by the Project Management Book of Knowledge (PMBOK), published by the Project Management Institute.
- e) The Contractor’s POS Solution must be Payment Card Industry (PCI) compliant.

3.4 Implementation

Appendix “D” (Alberta Parks Locations and Number of Seats) details the park locations where the Province would like to implement the POS Solution. However, the Province has budgeted for 75 seats, which represent the first two phases outlined below. The Province will purchase additional seats if budget permits and the initial phases have been successful.

The phased option outlined below is preferred and is divided by site types, POS system currently utilized (if any), and priority of site to have a new POS Solution.

Phase 1 – High Priority Sites, All ATMS Sites: 6 Locations and 38 Seats

The first phase includes the setup of the core system, global database inventory and the setup of necessary hardware in our parks that currently have ATMS as their existing POS system, to be operational by April 2021. This will include training staff to administer the POS Solution, as well as staff using the terminals and related hardware for daily in-park sales.

Phase 1 sites:

Park	Total Seats
1. Bow Habitat Station (ATMS)	3
2. Canmore Nordic Centre Provincial Park (ATMS)	9
3. Dinosaur Provincial Park (ATMS and Revel)	6
4. Fish Creek Provincial Park (ATMS)	12
5. Lesser Slave Lake Provincial Park (ATMS)	2
6. Writing-on-Stone Provincial Park (ATMS)	6

Phase 2 – Next Priority sites, mix of POS types: 9 Locations and 37 Seats

The second phase is to onboard locations that include all remaining REVEL POS system sites, along with miscellaneous or no POS system sites. Ideally, these sites would be operational as early as possible in the Alberta Parks summer season, starting May 1, 2021.

Phase 2 sites:

Park	Total Seats
1. Aspen Beach Provincial Park (N/A)	6
2. Crimson Lake Provincial Park (Revel)	3
3. Cypress Hills Provincial Park (Revel)	14
4. Dillberry Lake Provincial Park (N/A)	1
5. Long Lake Provincial Park (Loyverse)	2
6. Miquelon Lake Provincial Park (Revel)	3
7. Pigeon Lake Provincial Park (Revel)	4
8. Sir Winston Churchill Provincial Park (N/A)	2
9. William A. Switzer Provincial Park (Revel)	2

Phase 3 – All Other Sites: 18 Locations and 24 Seats

The third phase is to onboard additional locations without a POS system, but with onsite cash handling operations. Implementation will be based on available time and budget, and the success of previous phases.

Phase 3 sites:

Park	Total Seats
1. Beaver Lake Provincial Recreation Area (N/A)	1
2. Bow Valley Provincial Park (N/A)	1
3. Calling Lake Provincial Park (N/A)	1
4. Carson Pegasus Provincial Park (N/A)	2
5. Cold Lake Provincial Park (N/A)	1
6. Cooking Lake-Blackfoot Provincial Recreation Area (N/A)	1
7. Cross Lake Provincial Park (N/A)	1
8. Elbow Valley Provincial Park (N/A)	1
9. Hilliard's Bay Provincial Park (N/A)	1
10. Jarvis Bay Provincial Park (N/A)	2
11. Kinbrook Island Provincial Park (N/A)	2
12. Pembina River Provincial Park (N/A)	1
13. Peter Lougheed Provincial Park (N/A)	1
14. Pierre Grey's Lakes Provincial Park (N/A)	1
15. Red Lodge Provincial Park (N/A)	2
16. Tillebrook Provincial Park (N/A)	2
17. Whitney Lakes Provincial Park (N/A)	1
18. William Watson Lodge (N/A)	2

3.5 Interface Development

Required and desirable integrations are detailed in Appendix “B” (POS Solution Functionality).

3.6 Configuration

The Province would like a highly configurable Solution (e.g. Alberta Parks policies and procedures, business rules, ad-hoc reports), within the existing database structure of the proposed Solution. The Province desires minimal Configuration to the Software (as required to be performed by the Contractor) to meet the mandatory requirements in this RFP. Configuration of the proposed Solution will be evaluated by deducting points in accordance with the Province’s preference for minimal Configuration.

3.7 Customization

The Province desires a POS Solution with minimal or no Customization to meet the mandatory requirements in this RFP. The amount of Customization of the proposed POS Solution will be evaluated, by deducting points, in accordance with the Province’s preference for minimal or no Customization.

The Contractor must be responsible for providing, maintaining and supporting the environments necessary to customize and test the POS Solution. Any necessary Customization and/or Configuration of the Solution (as required to be performed by the Contractor) must be completed as part of the initial deployment of the POS Solution.

3.8 Data Migration

The Proponent must provide a data conversion plan. The proposed data conversion plan should:

- Include a process and strategy for converting data from the legacy systems into the new POS Solution;
- Provide detailed data conversion Documentation including data conversion rules, issues that may be encountered, and proposed actions to be taken during conversion;
- Establish rules to resolve data issues;
- Create methods to correct erroneous data;
- Include detailed specifications for conversion; and
- Include conversion programs required for converting all required data.

Prior to converting the data, the Province must accept the data conversion plan. The Contractor must execute the data conversion plan and perform all conversion activities. This will include running conversion programs; performing manual functions; performing quality control; identifying and correcting all errors, reporting on outcomes and converting data in preparation for system operation.

The Contractor must perform a pre-conversion test designed to verify that the conversion program is reliable and accurately reflect the source data through the review of random batches, and ensures that the data conversion process completely imports the converted historical data. The Contractor must track pre-conversion test results in a document that contains the statistics and outcomes from converting data. Once the Contractor certifies that the test is successful, and Alberta Parks reviews and accepts the test results and instructs the Contractor to proceed with data conversion, the Contractor may perform the full conversion.

The Contractor must convert the historical data required by Alberta Parks to the new POS Solution and ensure minimal disruption to the work efforts of Alberta Parks. This data conversion effort must include:

- Extracting and cleansing data from legacy systems; and
- Verifying that the data imported completely and accurately reflects the source data.

The Contractor must convert legacy system data electronically. Where legacy system data cannot be electronically converted, the Contractor must provide manual entry.

Data Provided by Alberta Parks:

Alberta Parks shall provide initial information about financial and accounting codes, existing POS items, tour and ticketing details, and other necessary data such as legacy financial data where no POS system. The Contractor may specify the data elements required, formats (existing flat files, spreadsheets, entry into the Contractor's systems, etc.), and expected dates when Alberta Parks should provide the information for a successful implementation.

3.9 User Acceptance Testing (UAT)

Alberta Parks will require appropriate access and timeframes to test the Solution's synchronization, reporting, interface functionality and documentation. The tests will determine whether the following acceptance criteria are met:

- Solution meets the specifications, performs the functions, and is capable of meeting the performance expectations as contained in this RFP;
- Solution operates in conformance with Contractor's technical specifications and functional descriptions;
- Solution is capable of running on a repetitive basis on a variety of actual live data without failure.

3.10 Training

The Contractor will be required to provide training to Alberta Parks' staff. It is preferred that field staff training take place at the time the Solution is implemented at the site. In any case, field staff training shall not require out-of-province travel for field staff. Virtual training sessions are acceptable as an appropriate form of training.

The Contractor's costs related to training and training materials are included in the costs of setting up the site. Alberta Parks shall pay for the cost of Alberta Parks' employee wages, travel expenses, meals and lodging.

The training shall include easy-to-use electronic manuals and should allow new staff to access a tutorial on various aspects of the Solution from their normal workstations, with successful completion required before staff may use the Solution for transactions. The Contractor shall keep a standard set of training data continuously available, so that staff may perform a standard set of training transactions without affecting the production data.

The Contractor will be required to provide "train-the-trainer" training to select Alberta Parks staff, which includes a system administrator role, on an annual basis, starting with the initial implementation.

Subsequent training materials for enhancements or changes to the Solution, and training for refresher courses will be managed through the "train the trainer" approach.

3.11 Documentation

The Contractor will provide all necessary Documentation, such as User manuals, project plans and implementation schedules, at no additional cost to the Province.

3.12 Service Levels

The successful Proponent will be measured by performance standards monitored on a monthly basis and enforced by specified, cumulative financial penalties and incentives that are assessed on a monthly basis. Service Levels and associated financial penalties are outlined in the Contract's Schedule 3 – Service Levels.

3.13 Security

The Contractor will be required to:

- a) Assist the Province on the completion of a Security Threat and Risk Assessment (STRA) before any data is stored in the Solution, which may include:
 - i. Providing Documentation of all security controls in place to protect the confidentiality, integrity, and availability of the Province's Information.

- ii. Providing copies of SOC 2, ISO 27001, or similar third party audit or certification reports.
 - iii. Providing evidence of recent (i.e. within the last year) network penetration tests or vulnerability assessments conducted on its service. For any risks identified, the Contractor will work with the Province to provide mitigations and implement additional security controls where reasonable.
- b) Encrypt all data both 'in transit' and 'at rest'.
- c) Provide listings of all geographic locations where the Province's Information may be stored 'at rest'. The preference is for Personal Information to be stored in Canada.
- d) Have or put into place a Disaster Recovery Plan or service level agreement (SLA) to meet the Province's desired recovery time objective (RTO) of 24 hours and recovery point objective (RPO) of 1 hour.
- e) Meet the Province's minimum security login restrictions, which is made up of the following provisions (integration with Active Directory would address this requirement):
 - i. Passwords are a minimum of 12 characters long.
 - ii. Passwords contain three of uppercase, lowercase, numbers, or special characters.
 - iii. The User account is locked for 30 minutes after 10 failed authentication attempts.
 - iv. Passwords must be changed at least yearly.
- f) Provide a listing of all Contractor Personnel (including their role) that may have access to the Province's Information.

The Proponent should:

- g) Have portability mechanisms in the event the Province wishes to discontinue using the Services.
- h) Have processes to ensure the Province's Information is securely erased/wiped after termination of Services.
- i) Have a process to add capacity while ensuring the Services perform in accordance with agreed-upon Service Levels.
- j) provide investigative support to the Province for e-discovery and legal holds to meet investigative needs and judicial requests.

3.14 Maintenance and Support

The Contractor will be responsible for the maintenance of all components of the POS Solution and the provision of help desk services for User support.

The Contractor must provide maintenance and support, including Hardware replacements, version upgrades, updates, bug fixes, patches, new releases, help desk support and any other attributes of the Manufacturer's or Contractor's maintenance and support program considered to be standard, for the Term of the Contract.

3.15 Proponent Corporate

The Proponent must have capability, capacity, and experience in the industry in meeting the requirements of this RFP, especially the mandatory provisions in Appendix "B" (POS Solution Functionality). Appendix "F" (Proponent Corporate) includes a template for the Proponent to complete, demonstrating through previous projects and references, the Proponent's experience.

3.16 Proposed Resources

The Proponent will provide qualified resources, including subcontractors, to meet the requirements of the Project.

4. PRICING

4.1 Form of Pricing

The Proposal must provide a Fixed Price based on per seat (or location) pricing model, inclusive of all travel, subsistence and expenses to provide the Materials and Services as set out in this RFP.

4.2 Calculations

If the Proponent's Total Fixed Price as proposed in the Pricing Form, which is Appendix "G" (Pricing Form) to this RFP, is miscalculated, then the Province will use the individual Fixed Price components comprising the Total Fixed Price to calculate the correct Total Fixed Price.

5. PROPOSAL

5.1 Proposal Format

To assist evaluation by the Evaluation Team, Proposals should be organized in the following format using the section titles and sequence:

- a) Table of Contents
- b) Proponent Profile
- c) RFP Requirements
- d) Appendices, if any.

5.2 What to Put in the Proposal

It is mandatory that Proposals include responses to requirements described with a “must”, “mandatory” or “shall” in this RFP. Failure to provide a response to requirements described with a “must”, “mandatory” or “shall” will result in rejection of the Proposal.

It is highly desirable that Proposals also respond to “should” provisions. Proponents should ensure that all supporting information is included so that the Province can evaluate the Proponent’s ability and suitability to supply the Solution and Materials and perform the Services.

The Proposal response to all mandatory requirements will be screened to determine if the mandatory requirements have been met. Only Proposals meeting the mandatory requirements will be evaluated. Proposal scoring will be based on the Proposal response to the desirable provisions. Scoring for exceeding mandatory requirements, if any, will be applied where indicated in the RFP. In addition, the Proponent should provide cross references to any parts of the Proposal that contain information that the Proponent wishes to be considered in the evaluation of any given requirement or provision.

5.2.1 Response to RFP Requirements

Proposal Submission

Submission of the Proposal shall be deemed agreement by the Proponent that if awarded the Contract, the Proponent will deliver the Materials and/or perform the Services in accordance with the Contract.

5.2.2 Proponent Profile

a) The Proposal must include the following:

- i. The legal name of the Proponent; and
- ii. Details of any subcontracting arrangements proposed by the Proponent.

b) The Proposal should include:

- i. The location of the Proponent’s head office and, if applicable, service centres;
- ii. A Proponent contact for all questions and clarifications arising from the Proposal, including the person’s title, address, email, and telephone numbers;
- iii. A brief corporate background, especially pertaining to experience on similar projects;
- iv. The legal name and address of any proposed subcontractors;
- v. A management approach that will ensure, for the duration of the Contract, clear lines of communication between the Contractor and subcontractors for the delivery of the Solution/Services.

5.2.3 RFP Requirements

- a) In their Proposal, Proponents must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in this Section.
- b) Each of the following subsections set out if scoring is available for exceeding certain mandatory requirements. Proposals that exceed those stated requirements will receive additional points. The Proposal should demonstrate how the Proponent exceeds the Mandatory requirement.

5.2.3.1 Technical

- a) Reference RFP Section 3.1 – POS Solution

The POS Solution technical and functional Mandatory requirements and Desirable provisions are identified in Appendix “B” (POS Solution Functionality) to this RFP.

- i. The Proposal must demonstrate that the POS Solution meets each of the mandatory requirements as set out in Appendix “B” (POS Solution Functionality) to this RFP. Failure to provide a response for each mandatory requirement will result in the Proposal being found to be non-compliant and rejected.
- ii. The Proposal should demonstrate how the POS Solution meets or exceeds the desirable provisions set out in Appendix “B” (POS Solution Functionality) to this RFP by including a response to each desirable provision in Appendix “B” (POS Solution Functionality).

- b) Reference RFP Section 3.2 – Licensing

The Proposal must:

- i. describe the license or access model (e.g. license/subscription per seat, etc.) and include all required costs in the form of, or a similar representation of the same information in Appendix “G” (Pricing Form), to this RFP.

The Proposal should:

- ii. include any proposed license or maintenance or support agreement that the Proponent will require.

Where the information requested in 5.2.3.1 b) ii above is not included with the Proposal, the information must be provided within two Business Days of a request by the Province to do so.

c) Reference RFP section 3.3 – Standards and Policies

The Proposal must include in the detailed project plan, how the standards and policies detailed in section 3.3 of this RFP are incorporated into the Project.

d) Reference RFP Section 3.4 – Implementation

The POS Solution will be implemented in accordance with pre-determined “Go Live” date(s). The Proposal must include a detailed Project plan that should describe how the objectives in Section 2.1 b) of this RFP will be achieved and how the Proponent will:

- i. manage the Project;
- ii. guide Project execution;
- iii. document planning assumption and decisions;
- iv. facilitate communication among stakeholders;
- v. formal Acceptance test sign-offs
- vi. define key management review as to content, scope, and schedule; and prove a baseline for progress measurement and project control.

The Project plan should provide an overview of the implementation strategy and timing, including proposed UAT timeframes in accordance with the proposed set-up and Customization of the Solution. Timelines should include, but not limited to, research, development, testing, approvals and live implementation.

Once the Project plan is finalized with the Province, any modifications must be accepted in writing by the Province.

e) Reference Section 3.6 – Configuration

The Province desires a POS Solution with minimal Configuration to meet the mandatory requirements in this RFP.

f) Reference Section 3.7 – Customization

The Province desires a POS Solution with minimal or no Customization to meet the mandatory requirements in this RFP.

g) Reference Section 3.8 – Data Migration

The Proposal must provide a data conversion plan, which may form part of the detailed Project plan. The data conversion plan should:

- i. include a process and strategy for converting data from the legacy systems into the POS Solution;
 - ii. specify preferred file formats for conversion;
 - iii. provide detailed data conversion Documentation including data conversion rules, issues that may be encountered, and proposed actions to be taken during conversion;
 - iv. establish rules to resolve data issues;
 - v. detail methods to correct erroneous data;
 - vi. include detailed specifications for conversion; and
 - vii. include conversion programs required for converting all required data.
- h) Reference Section 3.9 – User Acceptance Testing

The Proposal should include UAT timeframes for the Province to test the Solution’s synchronization, reporting, interface functionality and documentation against the acceptance criteria.

- i) Reference Section 3.13 – Security

The Proposal must:

- i. Detail how the Solution meets the Province’s security login restrictions.

The Proposal should:

- ii. Include copies of SOC 2, ISO 27001, or similar third party audit or certification reports.
- iii. Provide evidence of recent (i.e. within the last year) network penetration tests or vulnerability assessments conducted on its service.
- iv. Include a copy of any disaster recovery plan that addresses the Province’s desired recovery time objective (RTO) of 24 hours and recovery point objective (RPO) of 1 hour.
- v. Provide details of portability mechanisms in the event the Province wishes to discontinue using the Services.
- vi. Provide details about how the Province’s Information is securely erased/wiped after termination of Services.
- vii. Provide details about how capacity is added so that the Services perform in accordance with agreed-upon Service Levels.

5.2.3.2 Training

a) Reference Section 3.10 – Training

The Proposal must include details of training that will be available as well as the methodology to be used to ensure that, prior to the POS Solution implementation and thereafter, all Alberta Parks Users have the knowledge and capabilities necessary to effectively use the POS Solution.

b) Reference Section 3.11 – Documentation

The Proposal should include sample Documentation that is illustrative of the Documentation that will be provided during the Contract.

5.2.3.3 Maintenance/Support

a) Reference Section 3.12 – Service Levels and Section 3.14 Maintenance and Support

The Proposal should include a maintenance and support plan with the Proponent’s approach to Hardware replacements, version upgrades, updates, bug fixes, patches, new releases, and help desk support, while ensuring availability of the POS Solution and meeting Service Levels. Proponents may propose additional Service Levels, or Service Levels at a higher standard than those outlined in the Contract’s Schedule 3 – Service Levels.

5.2.3.4 Proponent Qualifications

Reference Section 3.15 – Proponent Corporate

The Proposal must include a completed Appendix “F” (Proponent Corporate), or a similar representation of the same information.

5.2.3.5 Resource Qualifications

Reference Section 3.16 – Proposed Resources

The Proposal should include a staffing plan that identifies all Contractor Personnel assigned to the Project by position, showing each individual’s responsibilities on the Project. The staffing plan should include the following key personnel:

- 1) Project Manager;
- 2) Operations Manager;
- 3) Software Engineer,
- 4) Chief Information Security Officer, and
- 5) Account Manager.

In addition, the plan must have the following information:

- i. An organizational chart including any subcontractors and key management and administrative personnel assigned to this Project;
- ii. For each identified individual include: the length of time the individual has been employed with the Proponent, any certifications held and the individual's total years' experience in the assigned role;
- iii. Contingency plans to add more staff or effort to ensure meeting the Project's due date(s);
- iv. A chart that clearly indicates the time commitment of the proposed key personnel outlined above, during each phase of the Project.

5.2.3.6 Pricing

In their Proposals, Proponents must use the Pricing Form, which is Appendix "G" (Pricing Form) to this RFP, or a similar representation of the same information, to submit their pricing for the Materials and Services described in this RFP.

5.2.4 Appendices

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

5.2.5 Contract

Proponents, by submitting a Proposal, are deemed to have accepted each of the provisions of the Contract in Appendix "A" (Contract) exactly as drafted. Any blank items will be completed by the Province when preparing the Contract to be entered into with the successful Proponent.

5.2.6 Proponent's Proposed Contract

Proponents should include in the Proposal any proposed license or maintenance or support agreement that the Proponent will require. If it is not included with the Proposal, it must be provided to the Province within 3 Business Days of a request. The successful Proponent's licensing and/or maintenance will be incorporated into the Contract as a Schedule to the Contract. In the case of conflicts, discrepancies, errors or omissions among the proposed license, maintenance or support agreements and the Contract, the Contract will take precedence and govern.

6. EVALUATION

6.1 Screening

After receiving the Proposals, the Evaluation Team will screen each to determine if the Proponent met the mandatory requirements of this RFP. A Proponent must provide sufficient detail in its Proposal to demonstrate that it has met the mandatory requirements in this RFP.

The Evaluation Team will then evaluate Proposals that have passed the initial screening.

6.2 Scoring

The Evaluation Team will use the following criteria to evaluate Proposals. Subject to the requirements of FOIP, the evaluation is confidential, and not released to any party.

6.3 Proposal Evaluation Criteria

The RFP evaluation categories and associated weighting will be as follows:

Category	Reference	Weighting	Sub-weighting
1) POS Solution Functionality	Appendix B	50%	
a) Mandatory Requirements			10%
b) Desirable provisions			40%
2) RFP Requirements	5.2.3.1 c, d, g, h	20%	
a) Implementation	3.4, 3.8, 3.9		15%
i. Project plan, objectives, integrations, project management, standards			
ii. Data migration			
iii. UAT			
b) Security	5.2.3.1 i)/3.13		5%
3) Pricing	Appendix G	20%	
a) POS Base Price (75 seats)			12%
b) Additional POS Seat Price			3%
c) Tours and Ticketing Transaction Fees			5%
4) Training	5.2.3.2 (Section 3.10)	3%	5%
5) Maintenance/Support	5.2.3.3 (Section 3.12, 3.14)	4%	5%
6) Proponent Corporate/Resources	Appendix F/ 3.15, 3.16	3%	5%
Total		100%	100%

6.4 Short Listing

The Province may establish a shortlist of Proponents who may be asked to make formal presentations regarding their Proposals to the Evaluation Team. The formal presentation of the Proposal may include a demonstration of the proposed Software. The Software used for this demonstration must be identical in its name and version to the one in the Proposal. Key Proponent management and technical resources will be expected to participate in such presentations. These shortlist presentations must be made at no cost to the Province. Proposal scoring may be adjusted based on the shortlist presentations.

6.5 Evaluation Testing

The Province may request the Software for Evaluation Testing to confirm that the Software meets the requirements in this RFP in accordance with the following testing requirements:

Upon request, the Proponent must, supply the Software for Evaluation Testing at no additional cost to the Province:

- a) within two Business Days of a request to do so; and
- b) for a minimum of ten Business Days.

If the Software supplied for Evaluation Testing is not in an Operable State, the Proponent must, at the Proponent's expense, make the necessary adjustments, repairs or replacements within ten (10) Business Days. Failure to provide the Software for Evaluation Testing, or failure of the Software to be in an Operate State during Evaluation Testing, will result in rejection of the Proposal.

6.6 Reference Checks

The Province may conduct reference checks of Proponents and/or their proposed resources. The Province may contact references, including references other than those submitted by the Proponent. The Proposal may be rejected if, in the opinion of the Province, the Proponent or any proposed resource receives unsatisfactory references.

6.7 Selection

Proposals will be evaluated and scored based on the quality of response to the requirements and provisions of this RFP. The Evaluation Team will make the final selection, if any, based on the highest scoring compliant Proposal from evaluation scoring, shortlist presentation (if applicable), Evaluation Testing, and if applicable reference checks.

6.8 Resource Replacement

Replacement of proposed resources is not encouraged, however, there could be circumstances following the RFP Closing Date and Time and prior to Contract execution that a Proponent may request in writing that a proposed resource be replaced. Any proposed resource replacement must have, in the opinion of the Province, equivalent or better qualifications than the resource originally proposed. Proponents will not receive additional credit in the evaluation process if the qualifications of the replacement resource exceed that of the originally proposed resource. The Province reserves the right to deny any request for replacement and reject any proposed resource replacement.

6.9 Proposal Clarifications

At any time during the evaluation process, the Province may ask the Proponent to clarify statements made in its Proposal.

7. RFP TERMS AND CONDITIONS

7.1 Access to RFP Documents

The Province uses APC to post procurement opportunities. Obtaining the RFP directly from APC facilitates receipt of any RFP updates or amendments issued by the Province. The Province will reject Proposals that do not comply with the RFP requirements, including RFP requirements that have been updated or amended by the Province through APC.

7.2 Schedule of Events

RFP Issue Date:	December 23, 2020
RFP Closing Date and Time:	January 20, 2021 at 14:00:59 Alberta Time
Evaluation of Proposals:	January 21 – February 8, 2021
Shortlist Presentations:	TBD – 1 week’s notice provided
Selection of Preferred Proponent:	February 19, 2021

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

7.3 Proponent Information Session

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7.4 Proposal Submissions

Proposals must be submitted electronically, via email, in Microsoft Word or Adobe Acrobat format by the RFP Closing Date and Time to the following email address: sa.eimtcontracts@gov.ab.ca. The email subject line should indicate that it is a Proposal and include the RFP number and title.

The complete Proposal should be in one (1) email, including attachments, and should not be larger than 25MB to facilitate receipt by the Province. If multiple emails are required to accommodate attachment sizes, the emails should provide clear instructions on how the Proposal is to be integrated (e.g. 1 of 3, 2 of 3, 3 of 3). The Proposal should be secured against accidental modification by the Province, and should have the ability to search and print the document in its entirety.

Proposals must be received before 14:01:00 Alberta Time on the RFP Closing Date, or the Proposal will be rejected. The official time and date of receipt of the Proposal will be determined by the email received time as recorded by the Government of Alberta's email server. Proponents should be aware that, prior to such electronic delivery, incoming emails are subject to consistency checks and antivirus scans, which process can take several minutes or longer to complete. The Province will not be responsible for failures (technical or otherwise) that may result in a Proposal not being received prior to the RFP Closing Date and Time.

If the Proposal cannot be opened after reasonable efforts are made by the Province, the Proposal will be rejected.

7.5 Proposal Public Opening

Proposals will not be opened publicly.

7.6 Multiple Proposals

If a Proponent submits more than one Proposal, the Proponent must submit each Proposal separately in the same format as outlined in this RFP. Each Proposal submitted by the same Proponent must meet the mandatory requirements of this RFP. The Evaluation Team will decide the acceptability of each Proposal separately.

7.7 Proponent Team Proposals

In the case of a Proponent Team Proposal, the Province requires that the Prime Proponent has responsibility for all terms and conditions of the Contract. If a Proponent Team is selected as the successful Proponent, only the Prime Proponent will be identified as the Contractor in the Contract.

7.8 Price

Prices proposed should be in Canadian funds and must be exclusive of the Goods and Services Tax and the Harmonized Sales Tax. Where applicable, Proposals in foreign currency will be converted to Canadian funds by the Province and evaluated on the converted amount. This conversion will be based on the daily average exchange rate per currency pair appearing on the Bank of Canada's website

<http://www.bankofcanada.ca/rates/exchange/daily-exchange-rates/> on the RFP closing date. The Contract will be issued in the converted Canadian funds and payment will be made in this amount. If all compliant Proposals received are quoted in the same foreign currency, the Contract will be issued and payment will be made in that foreign currency.

In the event of any inconsistency between words and numbers, words shall govern.

7.9 Proponent Questions

Unless otherwise advised by the Contracting Manager, all questions and any form of communication between the Proponents and the Province in relation to this RFP must be submitted in writing to the Contracting Manager. All questions and responses will be documented.

The Province intends to disseminate all questions and their corresponding responses to all Proponents. If a Proponent considers a question to be confidential, and requests that the question and the response not be disseminated to all Proponents, then the Proponent must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

If the Province, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Proponent that has asked the confidential question, and not to the other Proponents. If the Province determines that the question and the response ought not to be kept confidential, it will advise the Proponent and the Proponent will have the opportunity to withdraw the question.

The Proponent has the responsibility to notify the Province, 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 necessary to prepare the Proposal.

Questions or concerns must be communicated in writing to the Contracting Manager at least five Business Days prior to the RFP's Closing Date and Time. Questions received after this time will be answered if, in the opinion of the Province, time permits.

Verbal responses to enquiries are not binding on any party.

7.10 Proposal Alterations and Irrevocability

Proponents may only amend or rescind their Proposal before the RFP Closing Date and Time by submitting a clear and detailed written notice to the email address stated in section 7.4. Subject to section 7.11, all Proposals become irrevocable after the RFP Closing Date and Time. In either of the following circumstances:

- a) the Proponent has rescinded a Proposal before the RFP Closing Date and Time; or
- b) the Province has received the Proposal after the RFP Closing Date and Time;

such a Proposal will be deleted.

7.11 Period of Commitment

Proposals shall be final and binding on the Proponent for ninety (90) days from the RFP's Closing Date and Time and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is asked to do so by the Province.

7.12 Proposal Irregularity or Non-Compliance

The Province reserves the right to waive an irregularity or non-compliance with the requirements of this RFP 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.

7.13 Proposal Return

Subject to section 7.10, Proposals and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province.

7.14 Confidentiality and Security of Information

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

- a) keep strictly confidential all information concerning the Province or third parties, or any of the business or activities of the Province 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 the Province.

The Proponent 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 shall be issued without the prior written consent of the Province.

7.15 Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)

The Proponent acknowledges that:

- a) FOIP applies 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 under the control of the Province. FOIP 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 FOIP; and
- b) The Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal 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 under FOIP.

7.16 Consent to Use of Personal Information

The purpose of collecting Personal Information for this RFP is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Proposal, 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 33 (c) of FOIP. The Proponent may contact the Contracting Manager identified in this RFP regarding any questions about collection of Personal Information pursuant to this RFP.

The Proponent 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 the Province, the Province's employees, subcontractors and agents, to enable the Province to evaluate the Proposal and for other program purposes of the Province. The Proponent must provide those written consents within two Business Days of a request by the Province to do so.

7.17 Conflict of Interest

On or before the Closing Date and Time of this RFP, Proponents must fully disclose to the Contracting Manager, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Proponent, all Proponent Team members or any employee, subcontractor or agent, if the Proponent were to become the Contractor pursuant to this RFP. The Province will review any submissions by Proponents under this provision and may reject any Proposal where, in the opinion of the Province, the Proponent, any Proponent Team member, employee, subcontractor or agent, is, could be or could be perceived to be, in a conflict of interest if the Proponent were to become the Contractor pursuant to this RFP.

7.18 Lobbyist Act

The Proponent acknowledges that:

- a) the *Lobbyists Act, SA 2007, c. L-20.5*, as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyists Act, SA 2007, c. L-20.5*; and
- b) it is responsible for complying with the *Lobbyists Act, SA 2007, c. L-20.5* during the RFP process, and if the successful Proponent, during the Contract.

7.19 Trade Agreements

This RFP is covered by existing trade agreements as follows:

- a) Canadian Free Trade Agreement (Chapter 5 Government Procurement);
- b) New West Partnership Trade Agreement;
- c) Comprehensive and Economic Trade Agreement (Chapter 19);
- d) World Trade Organization's Agreement on Government Procurement Agreement; and
- e) Comprehensive and Progressive Agreement for Trans-Pacific Partnership.

7.20 Modified RFP Process

If no compliant Proposals are submitted in response to this RFP, the Province reserves the right to undertake a modified RFP process in order to select a successful Proponent. The modified RFP process, if used, will be conducted as follows:

- a) All Proponents submitting non-compliant Proposals, other than those who submitted Proposals after the RFP Closing Date and Time, will be asked to prepare a "Modified Proposal". The necessity, scope and the timing of such a modified RFP process will be solely at the Province's discretion;
- b) 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 Proponents who submitted a non-compliant Proposal;
- c) Modified Proposals and accompanying documentation, upon receipt by the Province, will become the property of and be retained by the Province;
- d) Proponents submitting Modified Proposals must meet the mandatory requirements identified in the modified RFP process; and
- e) At the conclusion of the modified RFP process, following the Proponents' submission of the Modified Proposals, the Evaluation Team will evaluate the Modified Proposals in accordance with an evaluation plan developed for the modified RFP process.

7.21 RFP Terms and Conditions

By submitting a Proposal, the “RFP Terms and Conditions” contained in this section 7 of this RFP are deemed to be accepted by the Proponent in their entirety and without any changes.

7.22 Extension, Amendment to or Cancellation of RFP

The Province may extend the RFP Closing Date and Time, or the Province may amend, suspend, postpone or cancel this RFP.

7.23 Costs of the Proposal

The Province of Alberta shall not be liable for any cost incurred by Proponents in replying to this RFP.

7.24 Contract Award

Following the final selection, if any, the Province and the successful Proponent will enter into the Contract containing the terms and conditions in Appendix “A” (Contract). If, in the opinion of the Province, it appears that a Contract will not be entered into with the successful Proponent within 30 days, the Province may contract with the Proponent that submitted the next highest scoring compliant Proposal.

7.25 Representations and Warranties

Statements made in a Proposal may be incorporated into, attached to, or otherwise included in the Contract, and shall constitute representations and warranties of the successful Proponent and shall form part of the Contract.

7.26 Release of Proposal Information

The Province reserves the right to disclose the names of responding Proponents and any summary cost information deemed appropriate by the Province.

7.27 Proponent Debriefing

At the written request of an unsuccessful Proponent, the Province will conduct a debriefing to tell the Proponent why its Proposal was not selected. The unsuccessful Proponent’s written request for a debriefing must be received by the Province within ten (10) Business Days of notification to the Proponent that it was unsuccessful.

7.28 Claims for Damages or Compensation

Notwithstanding any other provision in this RFP, a Proponent who responds to this RFP agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:

- a) the RFP process;
- b) the evaluation of Proposals;
- c) the awarding of the Contract; or
- d) a decision by the Province not to award the Contract

shall be limited to the Proponent's actual Proposal preparation costs. "Proposal preparation costs" are the actual costs borne by a Proponent to prepare and submit its Proposal. By submitting a Proposal, a Proponent acknowledges and accepts this limitation.

7.29 Proposal Acceptance/Rejection

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

7.30 Authorization

The Proponent, if other than the Manufacturer, must:

- a) be an Authorized Reseller for the Software prior to the RFP Closing Date and Time and, upon request, provide written confirmation to the Province of such authorization from the Manufacturer.
- b) upon request, provide written confirmation to the Province, from the Manufacturer that all rights granted in relation to the Software are agreed to by the Manufacturer.

7.31 Specifications

The POS Solution must:

- a) be operational in a verifiable production environment. "Operational in a verifiable production environment" shall mean: the version of the software proposed by the Proponent is being used; the software is used by an organization other than the Proponent in the normal course of such organization's business; the software is not used in a testing or otherwise reduced capacity;
- b) be the most current production and proven technology; and
- c) comply with the RFP requirements.

Software that, as of the RFP Closing Date and Time, has:

- a) not commenced full production or does not meet RFP requirements, will be rejected by the Province;
- b) been or is scheduled to be discontinued or replaced with new versions may be rejected by the Province.

APPENDIX A – CONTRACT

Contract Number:

BETWEEN:

HER MAJESTY THE QUEEN in right of Alberta,

as represented by the Minister of Service Alberta

(“Province”)

- and -

[insert name of Contractor]

(“Contractor”)

BACKGROUND

The Province requires specific services to be provided and has issued a Request for Proposals dated _____, 202x (“Request for Proposals”) which forms part of this Contract.

The Contractor has presented a proposal dated _____, 202x (“Proposal”), which forms part of this Contract.

The Contractor is in the business of providing information technology services and is ready and willing and possesses the knowledge, experience and ability to deliver the Services.

The Contractor has agreed to provide the Services upon the terms and conditions set forth below.

The parties agree as follows:

1. INTERPRETATION

1.1 The Background as described above is part of this Contract.

Definitions

1.2 The definitions set out in Schedule “1” (Contract Terminology) to this Contract shall govern the meaning of the defined terms when used in this Contract unless there is something in the subject matter or context which is inconsistent.

Accounting Terms

1.3 All accounting terms not specifically defined shall be construed in accordance with Canadian Generally Accepted Accounting Principles (“GAAP”).

Currency

1.4 All references to currency are deemed to mean lawful money of Canada.

Incorporation of Schedules

1.5 The following attached Schedules are incorporated into this Contract:

Schedule "1"	Glossary of Terms
Schedule "2"	Services
Schedule "3"	Service Levels
Schedule "4"	Pricing and Payment
Schedule "5"	Contractor's Licensing/Maintenance/Support Agreement

Order of Precedence

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

- a) this document excluding the Schedules;
- b) the Schedules;
- c) Request for Proposals;
- d) Proposal.

Singular, Plural, Gender and Person

1.7 Wherever in this Contract the context so requires, singular shall include plural and vice versa and "person" shall mean an individual, partnership, corporation (including a business trust), joint stock company, trust un-incorporated association, joint venture, or other entity or a government or any agency, department or instrumentality thereof and vice versa.

Headings

1.8 The headings in this document have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this document or any part of it.

Severability

1.9 Each provision of this Contract is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such provision shall be severed from this Contract and shall not affect the legality, validity or enforceability of the remainder or any other provision of this Contract.

Governing Law

1.10 This Contract shall be interpreted and applied in the courts, and according to the laws in force, in the Province of Alberta. The Contractor must 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 Contractor in performing the Services.

When the Workers' Compensation Act (Alberta), as amended from time to time, applies, and upon request from the Province, the Contractor shall deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

Time is of the Essence

1.11 Time is of the essence of this Contract.

2. SERVICES**Implementation Services**

2.1 Commencing on the Effective Date, the Contractor shall begin performing implementation services to the Province, with respect to the Solution.

Services

2.2 The Contractor shall, by (*insert date from Project plan*), complete the performance of the implementation services for the Solution, and commence performing all other Services.

2.3 The Contractor shall:

- a) provide all services, which were requested in the Request for Proposal, as part of the Services; and
- b) implement and operate all measuring tools and procedures required to measure and report to the Province the Contractor's performance relative to the applicable Service Levels, as specified in Schedule "3" – Service Levels.

2.4 The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services, shall perform the Services with reasonable skill, care and diligence and in accordance with the standards of care practiced by leading national and international suppliers of services similar to or the same as the Services. Statements regarding the performance of Services made by the Contractor in its Proposal are representations and warranties of the Contractor and form part of this Contract.

2.5 Should any services or materials be reasonably required in and for the proper performance and provision of the Services which:

- a) are not expressly or completely described in this Contract, and
- b) are required for the proper performance and provision of the Services,
- c) such services or material shall be deemed to be implied and required by this Contract, and the Contractor shall, at its expense, furnish such materials and perform such services as if they were specifically described in this Contract.

2.6 The Contractor shall provide the Province with reasonable advance written notice of:

- a) any material change to the delivery of the Services; or
- b) any material change that may affect the delivery of the Services.

Interfaces

- 2.7 The Contractor is responsible for the development, testing, implementation and maintenance of interfaces and of the standards with which the interfaces must comply. The Contractor shall not make changes to interfaces or to these standards without prior written approval of the Province, which approval shall not be unreasonably withheld.

Service Levels

- 2.8 The Contractor shall comply with the Service Level requirements specified in Schedule “3” (Service Levels).

Access to the Province’s Premises

- 2.9 Subject to security considerations within the Province’s premises, the Province grants to the Contractor access to the premises at all reasonable times for the purpose of installing, testing, servicing, repairing, replacing, removing, collecting from, and inspecting the Hardware and generally to do such other acts and things as necessary, incidental, or convenient in connection with the presence of the Hardware on the premises.

The Contractor, its employees, subcontractors, and agents when using any of the Province’s buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Each person who attends such premises shall be registered with the party responsible for the Province’s security, where applicable, and shall display such security identification materials as the Province may require from time-to-time. The Province reserves the right to deny access:

- a) to any of the Contractor’s Personnel who does not satisfy the security clearance procedures employed by the Province; or
- b) to any of the Contractor’s Personnel who do not satisfy the security clearance procedures employed by the Province at the time access is requested.

A denial of access based on either a) or b) above shall not excuse the Contractor from performing its obligations under this Contract. The Province shall provide timely notice of any changes in its security procedures, and shall promptly process all applications for security clearances for the Contractor’s Personnel.

Installation of Hardware

- 2.10
- a) Except as otherwise provided in this Contract, the Contractor shall be responsible for the cost of installation and operation of the Hardware. Any alterations to a location’s physical structure shall be coordinated and approved by the Province. The Contractor shall provide the Province with drawings indicating the locations of any additional conduit. Any additional telecom lines shall be run within existing or new electrical conduit and will be subject to approval by the Province.
 - b) The Province shall notify the Contractor of any alterations or construction to the Province’s premises that will necessitate the movement, replacement, modification, removal or relocation of the Hardware. Costs incurred for such movement, replacement, modifications, removal or relocation of the Hardware shall be borne by the Province.

Hardware Ownership

- 2.11 a) Title to and ownership of the Hardware shall at all times remain with the Contractor notwithstanding that some of the Hardware may be affixed to a park location (e.g. wiring).
- b) The Contractor will upgrade, repair and replace the devices forming part of the Hardware as necessary during the Term of this Contract.

Maintenance and Repair of Hardware

- 2.12 a) Notwithstanding any other provision of this Contract, the Province is not responsible for the Hardware or other property of the Contractor. The service, maintenance and repair of the Hardware and other Contractor property is the responsibility of the Contractor. Any loss or damage to the Hardware due to any negligent or willful act or omission by the Province, or by members of the public attending a park, shall result in the Hardware being repaired or replaced at the expense of the Province.
- b) The Contractor shall, upon written approval of the Province, provide technological enhancements when such enhancements become available.

Responsibilities of the Province

- 2.13 The Province shall:
- a) keep the area surrounding the Hardware readily accessible and free of obstructions;
 - b) ensure that exterior cleanliness of the Hardware is maintained;
 - c) supply electrical power for use of the Hardware;
 - d) discourage abuse of the Hardware;
 - e) by following its standard policies and procedures regarding security, take commercially reasonable steps to secure the Hardware against vandalism or theft;
 - f) promptly report to the Contractor any incidents of robbery, pilferage, or vandalism to the Hardware; and
 - g) promptly report to the Contractor any damage or out of order conditions relating to the Hardware.

Project Status Reporting

- 2.14 The Contractor shall submit a written status report to the Province every two weeks during any implementation, indicating on a per-location basis:
- a) the Services completed during that reporting period;
 - b) the time schedule for those portions of the Services which are not completed; and
 - c) any other information requested by the Province in relation to implementation.

3. PAYMENTS**Payments to Contractor**

- 3.1 a) The Province will pay the Contractor the amounts specified in Schedule "4" (Pricing and Payment).

- b) The Province agrees to pay the Contractor the Fixed Price sum of \$_____ (Canadian funds), including all expenses incurred by the Contractor, for 75 seats of the Solution. The Contractor shall be paid:
 - i) the amounts specified in Schedule “4” (Pricing and Payment) for installation and operation of the Solution in accordance with this Contract; and
 - ii) upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.
- c) The Province shall pay the Contractor in accordance with Schedule “4” (Pricing and Payment), within 30 days of receipt of an invoice, provided the requirements of Article 3(b) have been met.
- d) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable by the Province under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the Excise Tax Act (Canada) as amended. The Government of Alberta’s GST Registration Number is 1240 72513 RT0001.
- e) The Province may deduct from all payments to the Contractor such amounts as are required by the Income Tax Act (Canada).
- f) The Province may order the re-execution of any Services or Materials that are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor’s expense in accordance with this Contract.

4. RECORDS AND REPORTING

The Contractor shall:

- a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and
- b) keep the documents referred to in Article 4a) for three years following the completion or termination of this Contract.

5. NON-ASSIGNABILITY AND SUBCONTRACTING

Contractor Assignment

- 5.1 a) The Contractor shall not:
 - i) assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii) subcontract the Services (other than as specified in the Proposal and accepted by the Province)

without the prior written consent of the Province, which shall not be unreasonably withheld.

- b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - i) be responsible for remunerating the subcontractor(s);
 - ii) be responsible for the performance and activities of the subcontractor(s); and
 - iii) contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

Personnel Replacement

- 5.2 a) The Contractor shall not replace any employee, subcontractor or agent, or add any employee, subcontractor or agent to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.
- b) The Contractor shall:
 - i) remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province, within the time limit indicated in such request; and
 - ii) only replace such removed employee, subcontractor or agent of the Contractor upon getting the written approval of the Province, which approval shall not be unreasonably withheld.

6. DISPUTE RESOLUTION

Resolution by Negotiation

- 6.1 a) The parties shall use reasonable efforts to resolve any dispute arising between them as efficiently and cost effectively as possible, whether arising during the Term or at any time after the expiration or termination of this Contract, which touches upon the validity, construction, meaning, performance or effect of this Contract or the rights and liabilities of the parties or any matter arising out of or connected with this Contract, promptly and in an amiable manner by negotiation between the parties.
- b) At all relevant times, the parties shall:
 - i. try to resolve all disputes by negotiations, in good faith and acting reasonably,
 - ii. ensure their representatives shall meet, negotiate in good faith and try to resolve disputes without litigation, controversy or any claim arising from this Contract, or breach of it, and
 - iii. provide frank, candid and timely disclosure of all relevant and non-privileged facts, information and documents to facilitate those negotiations.
- c) If a dispute cannot be resolved through negotiations under paragraph b), the parties may refer the dispute to arbitration as provided in Article 6.2.
- d) The parties agree that any efforts to resolve their dispute by negotiations in good faith or by arbitration at any time during or after the Term, does not suspend the expiration of any time limitation for taking any act under this Contract unless the parties have specifically agreed in writing to waive or vary that time requirement.

Resolution by Arbitration

- 6.2 Either party may refer the dispute to arbitration in accordance with the following:
- a) The party desiring arbitration shall notify the other party in writing with a brief description of the matter including, if appropriate, the Article of this Contract under which the matter is submitted. The parties will act reasonably and in good faith to select an arbitrator who is objective and suitably qualified by education or professional experience to deal with the matter of the arbitration.
 - i) If the parties are unable to agree on the selection of an arbitrator within ten (10) Business Days after notification of submitting the matter for arbitration, the parties or either one of them may apply to a Justice of the Court of Queen's Bench of Alberta to have an arbitrator appointed.
 - ii) All arbitration shall take place in the jurisdiction of the City of Edmonton. The City of Edmonton arbitrator shall fix the time and place/meeting method to hear such evidence and representations as either of the parties may present. The parties shall, within ten (10) Business Days after the appointment of the arbitrator, present evidence. The arbitrator shall, after hearing any evidence and representations that the parties may submit, make a written decision within twenty (20) Business Days after the arbitrator is appointed. The arbitrator shall deliver to each party a copy of the arbitrator's decision. Subject to the provisions of this Contract, the decision of the arbitrator shall be final and binding upon the parties in respect of procedure, the conduct of the parties during the proceedings and the final determination of the issues.
 - b) Each party shall bear its own costs of the arbitration.
 - c) Except as modified in this Contract, the provisions of the *Arbitration Act*, RSA 2000, c. A-43 shall govern the arbitration process.

Performance During Dispute

- 6.3 The parties shall continue to perform their respective obligations under this Contract during the resolution of any dispute or disagreement, including during any period of arbitration, unless and until this Contract is terminated or expires.

Conduct of Arbitration

- 6.4 Subject to Article 6.5, any dispute that has proceeded through the processes set out in Article 6.1 without resolution may be submitted for arbitration.

Matters Excluded from Arbitration

- 6.5 The following matters shall be excluded from arbitration:
- a) a decision by the Province to allow this Contract to expire;
 - b) any claims involving third parties;
 - c) intellectual property claims whether initiated by third parties or by the parties to this Contract;
 - d) a decision by the Province not to approve a subcontractor;

- e) a decision by the Province not to approve a Contractor Personnel replacement; and
- f) a decision by a party to terminate this Contract pursuant to Article 16.

7. MATERIAL OWNERSHIP

Data Ownership

- 7.1 a) The Province's Information shall be and remain the property of the Province. Any of the Province's Information that is resident in the POS Solution shall be backed up and delivered to the Province upon request by the Province, upon the Contractor ceasing operations for any reason, or upon termination or expiry of this Contract.
- b) Data stored in the POS Solution may not be sold, shared, or otherwise provided to third parties without the written approval of the Province, which may be withheld at the Province's sole discretion.

Material Rights

- 7.2 a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trademark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
- b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.
- c) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.
- d) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.
- e) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

8. CONFIDENTIALITY

Confidentiality/Privacy Requirements

- 8.1 a) The Contractor and the Contractor's employees, subcontractors and agents shall, subject to any Confidentiality or Privacy Legislation requirement:

- i) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of the Province, any Confidential Information of the Province; and
 - ii) adhere to security standards for Confidential Information, including control of access to data and other information, using the same care and discretion the Province follows for its own Confidential Information, as specified in this Contract. The Province shall provide the Contractor with notice of any changes to these standards.
- b) Prior to allowing any third party, other than Contractor's subcontractors or agents, access to hardware, including loaner or replacement hardware, used by the Province, the Province's employees, subcontractors or agents, the Contractor shall:
- i) determine whether the hardware contains any information or software because of such use; and
 - ii) contact and follow the instructions of the Province if such information or software is present.
- c) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.

Maintaining Confidentiality

- 8.2 a) Confidential Information must be kept confidential the longer of six years, the Confidentiality or Privacy Legislation requirement, if any, to keep Confidential Information confidential, or so long as the party retains Confidential Information of the other party.
- b) The Contractor shall return to the Province or destroy the Province's Confidential Information within thirty (30) days of this Contract being completed or terminated. Further, if such information is in electronic format in hardware of the Contractor or of its employees, subcontractors or agents, that information shall be dealt with in accordance with this Contract.

Disclosure of Information

- 8.3 The Contractor may disclose the Province's Confidential Information:
- a) to employees of the Contractor and any corporation, company or other entity that it controls or controls it who have a need to know;
 - b) to the Contractor's subcontractors and agents who have a need to know provided that the Contractor has a similar confidentiality agreement with them as required of the parties by this Article 8;
 - c) to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure. and
 - d) to anyone else with the Province's prior written consent.
- 8.4 The Province and the Province's employees, subcontractors and agents shall, subject to any Confidentiality or Privacy Legislation requirement:

- a) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of the Contractor, any of the Contractor's Confidential Information; and
 - b) maintain security standards for the Contractor's Confidential Information, including control of access to data and other information, using the same care and discretion it follows for its own Confidential Information, as of the date of execution of this Contract. The Province shall provide the Contractor with notice of any material changes to these standards.
- 8.5 Subject to any Confidentiality Legislation requirement, the Province may disclose the Contractor's Confidential Information:
- a) to employees of the Province who have a need to know;
 - b) to the Province's subcontractors and agents who have a need to know provided that the Province has a similar confidentiality agreement with them as required of the parties by this Article 8;
 - c) to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure; and
 - d) to anyone else with the Contractor's, the Contractor's subcontractor's or agent's prior written consent for their own Confidential Information.

Waiver of Obligation

- 8.6 With respect to Confidential Information that is not Personal Information, the parties' obligations in this Article 8 do not apply to information or documents which:
- a) are or become publicly available through no act or omission of the receiving party;
 - b) are independently developed without benefit of the other party's Confidential Information; or
 - c) are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- 8.7 A party has no obligation under this Article 8 with respect to any ideas, concepts, know-how or techniques contained in the Confidential Information of the other party that are related to the first mentioned party's business activities ("Knowledge"). This, does not however, give such party the right to disclose, unless described elsewhere in this Contract:
- a) the source of the Knowledge;
 - b) any financial, statistical, or personal data; or
 - c) the other party's business plans.

Disclosure to Legal Counsel

- 8.8 Each party may disclose Confidential Information of the other party to their legal counsel who has an obligation to keep that information confidential.

No License Granted

- 8.9 The disclosure of a party's Confidential Information does not grant to the other party any license under any patents or copyrights.

Public Announcements

- 8.10 No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

9. RECORDS OF PERSONAL INFORMATION**Collection of Personal Information**

- 9.1 The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.

The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

Disclosure

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

10. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY (FOIP)**FOIP Disclosure**

- 10.1 The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the FOIP Act. The Contractor further acknowledges that the FOIP Act applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the FOIP Act in its collection, use and disclosure of any Personal Information.

Access Request

- 10.2 Upon request, the Contractor shall, at the Contractor's expense, and within five (5) calendar days, provide to the Province any records that are requested under the access provisions of the FOIP Act that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the FOIP Act, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.

Use of Personal Information

- 10.3 In providing the Services, the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five (5) Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

Security of Personal Information

- 10.4 The Contractor shall:

- a) immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
- b) provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the FOIP Act.

11. SECURITY AND ACCESS

Security Reviews

- 11.1 The Province shall have the right, at any time, subject to the Contractor's reasonable security and confidentiality requirements, to visit the Contractor Facility or alternative locations as applicable, or the Contractor's off-site storage, if any, to review security measures respecting the Province's Data, or Confidential or Personal Information. If deficiencies are identified by the Province as a result of such security reviews and a mutually agreed upon reviewer agrees such deficiencies should be rectified or that reviewer independently states changes should occur, the Contractor shall, at the Contractor's cost, implement such additional security practices. At the Province's request, the Contractor will provide all reasonable assistance in identifying, tracking and closing security loopholes.

Reporting a Privacy or Security Breach

- 11.2 The Contractor shall adhere to the Province's processes regarding Security Incidents. In the event that the Contractor becomes aware of any Security Incident that affects (or may affect) the confidentiality, integrity, or availability of the Province's Information, the Contractor shall:
- a) immediately advise the Province of any Security Incident upon the Contractor becoming aware of such Security Incident; and
 - b) provide all commercially reasonable assistance in identifying the source of the Security Incident, rectifying the Security Incident and preventing any further Security Incidents. This includes working with the Province to take corrective action, provide mitigations, and implement additional security controls where reasonable.

Unauthorized Destruction of Records

- 11.3 In the event that the Contractor becomes aware of any deliberate or inadvertent unauthorized destruction of records under this Contract (excluding deliberate or inadvertent deletion of records by the Province where such deletion is fully recovered through backups or other means), the Contractor shall:
- a) immediately notify the Province; and
 - b) provide all commercially reasonable assistance in stopping any further destruction of records and restoring records if possible.

Safe, Secure and Respectful Workplace

- 11.4 The Contractor, its employees, subcontractors and agents shall comply with the requirements and provisions of the Province's Respectful Workplace Policy. Copies of the policy, as amended from time to time, are available from the Province's representative as designated in Article 21(a).

12. AUDITS

Province May Perform Audits

12.1 Subject to the Contractor's reasonable confidentiality requirements, the Province shall have the right to perform audits on the Contractor relative to the Services.

External Audit Assurances and Access

- 12.2
- a) The Province requires the ability to access or arrange for external audit assurances, including SysTrust, WebTrust and Section 5970 of the CICA Handbook, auditor's report on controls at a service organization with respect to compliance with internal controls, processes and procedures.
 - b) the Contractor shall make available to the Province any relevant CICA Section 5970, SysTrust, WebTrust or other audit assurances that may be performed in relation to the provision of Services by the Contractor.
 - c) the Province shall have the right to independently arrange for such audit assurances as described in this Article 12.2. The Contractor shall provide all reasonable assistance to the external auditors in performing such audits as is deemed necessary by said auditors in order to satisfactorily complete the audits for which they have been engaged.
- 12.3 The Province shall have the right to appoint auditors, who may or may not be employees of the Province, who shall have access, at all reasonable times, and be able to make copies, upon ten (10) Business Days written notice, subject to signing an appropriate confidentiality agreement, to the Facilities, books, statements, accounts and records of the Contractor relating to this Contract. Such access shall include the ability to make copies of such books, statements, accounts and records and, be for the purposes of determining the Contractor's compliance with the terms and conditions of this Contract, and for verification of all the Service performed and all reimbursable costs and other charges paid or payable under this Contract.
- 12.4
- a) During this Contract and for a period of three (3) years after the expiry or termination of this Contract, the Province and the Office of the Auditor General for the Province of Alberta have the right to access, review and copy:
 - i) operational, administrative and programmed controls in effect;
 - ii) Services under any Transition Plan in progress and completed;
 - iii) post implementation reviews;
 - iv) Service Levels;
 - v) security controls;
 - vi) contractor Disaster Recovery Plan;
 - vii) billing Records;
 - viii) time and task recording Records;
 - ix) audit reports and the associated audit programs and papers on the control and system reviews which are performed by the Contractor's own auditors, as they relate to this Contract; and
 - x) any other records, related to the provision of Service under this Contract.

- b) The Province and the Office of the Auditor General for the Province of Alberta have the right to conduct:
 - i) any level of quality assurance deemed necessary to determine value received for money;
 - ii) audits on the Contractor to ensure that Service Level reporting is accurate; and
 - iii) reviews with respect to the quality of Services including attending meetings related to the Services.
- c) Despite any term or condition to the contrary, the audit rights of the Province in relation to this Contract are limited as follows:
 - i) the Province shall be responsible for the costs of audits conducted by or on behalf of the Province under this Contract, except that the Contractor shall participate in audits conducted by or on behalf of the Province at no cost to the Province;
 - ii) information about the Contractor's other customers is not available to the Province;
 - iii) the Contractor's costs of providing the Services (other than costs for pass-through expenses) are not available to the Province;
 - iv) photographs of the Contractor's premises or equipment or copies of floor plans, wiring, network or are not available to the Province; and
 - v) the internal and external auditors, inspectors and other representatives who are entitled to exercise the audit rights will not include competitors of the Contractor.

Records

- 12.5 The Contractor will keep and maintain complete and accurate books, statements, accounts and records of all costs, expenditures and commitments relating to this Contract in accordance with Canadian GAAP, for a period of seven (7) years after the expiry or termination of this Contract.

13. THIRD PARTY CLAIMS

- a) The Contractor shall indemnify and hold harmless the Province from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees, subcontractors, or agents.
- b) The Contractor agrees to hold harmless the Province from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) based upon the Services or Materials infringing upon or violating or a claim of infringement or violation of any patent, copyright, trade secret, industrial design, trade mark or any other proprietary right.

14. INDEMNITY AND LIABILITY

- a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
 - i) that party's breach of this Contract, or

- ii) the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

15. INSURANCE

- a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.
- c) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.
- d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in Article 15(a).
- e) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days' advance written notice of cancellation of insurance coverage.

16. TERM, TERMINATION AND RENEWAL

Term

- 16.1 This Contract shall commence on the Effective Date and shall continue until (date, 20xx) unless it is extended or terminated in accordance with the provisions of this Contract. This Contract may be extended for up to a total of two (2) years.
- 16.2 This Contract may be terminated:
 - a) at any time by either party in the event of a Material Breach by the other party; or
 - b) by the Province any time following the Effective Date, for any reason, upon one hundred and twenty (120) days' written notice.

In the event of termination under Article 16.2b), the Province shall only have to pay the Contractor for the Services completed and Materials delivered in accordance with this Contract up to the effective date of termination, and the provisions of Article 17.1 shall apply.

In the event of termination by the Province as a result of Material Breach by the Contractor, the provisions in Article 17.2 shall apply. In the event of termination by the Contractor as a result of Material Breach by the Province, the provisions in Article 17.3 shall apply.

- 16.3 The Province may, subject to Article 16.2 b), terminate any portion of the Services under this Contract. The Province shall only have to pay the Contractor for the terminated portion of the Services completed and Materials delivered in accordance with this Contract up to the effective date of termination. The provisions of Article 17.1, as applicable, shall apply to such termination. The parties shall mutually agree upon the reduced pricing for the remaining Services.
- 16.4 Unless by 90 days prior to the expiry date of this Contract the Province has provided written notice of its intention to extend this Contract, this Contract shall expire on the expiry date, and a period up to 90 days prior to the expiry date shall be deemed to be the transition period.
- 16.5 Termination of this Contract by either party shall not deprive the other party of any of its rights, remedies or actions against the other in law or in equity, including damages.

17. ORDERLY TRANSITION ON TERMINATION OR EXPIRY

Orderly Transition – General

- 17.1 If this Contract is terminated or expires then the following Services shall be provided during the transition period:
- a) the Contractor and the Province shall continue to carry out their obligations pursuant to this Contract during the transition period;
 - b) the Province shall be responsible for ensuring payment of all charges for the Services during the transition period, in accordance with this Contract;
 - c) the Contractor and the Province shall cooperate in good faith to bring about a smooth and orderly transition;
 - d) the Province shall prepare a transition plan, with assistance as required from the Contractor, that shall plan the termination of the Services and implementation of Replacement Services;
 - e) The Contractor shall within fourteen (14) days of expiration or termination, or in accordance with the transition plan, remove any and all Hardware and related documentation that is the property of the Contractor relating to this Contract in the possession of the Province. Subject to security considerations the Contractor may enter the premises and remove the Hardware. The Contractor shall be responsible to repair all damages and ensure proper termination of the Services upon removal of the Hardware from the premises.
 - f) the Province shall be responsible for managing the transition plan and each party shall carry out its obligations as described in the transition plan;
 - g) within thirty (30) days of the tabling of the transition plan, the party initiating termination may decide not to proceed with termination;
 - h) the Contractor and the Province shall utilize reasonable efforts to minimize the cost associated with the transition plan;
 - i) each party shall provide reasonable assistance to the other party, at no additional cost, during the transition period, unless specifically provided for elsewhere in this Contract;

- j) the Province shall have the option to acquire at fair market value or assume the lease of any or all dedicated Hardware used by the Contractor in providing the Services, providing that same is technically feasible, and the Province shall be responsible for the reasonable cost of physically moving Hardware and Facilities required by the Province for Replacement Services, if such a move is necessary;
- k) the Contractor shall be responsible for any cost of physically moving Contractor Hardware not required by the Province for Replacement Services;
- l) the Province shall have immediate access to, and the right to recover, the Province's Information and the Contractor shall delete the Province's Information from its Hardware as and when directed to do so by the Province.

Orderly Transition – Material Breach by the Contractor

17.2 If this Contract is terminated because of Material Breach by the Contractor, in addition to the provisions of Article 17.1, the following provisions shall apply:

- a) the Province may acquire at fair market value, or assume the lease of, any or all-existing Hardware used in providing the Services, provided that it is technically feasible. The Contractor shall be responsible for re-licensing and assignment costs and the cost of terminating licenses, leases or contracts that are not acquired or assumed by the Province or the replacement service provider;
- b) the Contractor shall be responsible for all costs incurred by the Province relating to displacement or re-deployment of assets, floor space or premises and personnel, which result from termination of this Contract;
- c) the Contractor shall be responsible for the reasonable additional costs incurred by the Province, acting reasonably, related to termination of this Contract. If either party disputes any such additional costs or their allocation in any given situation, the matter may be submitted for dispute resolution in accordance with Article 6.

Orderly Transition – Material Breach by the Province

17.3 If this Contract is terminated because of Material Breach by the Province, in addition to the provisions of Article 17.1, the following provision shall apply:

- a) the Province may acquire at fair market value, or assume the lease of, any or all existing Hardware used in providing the Services, provided that it is technically feasible. If the Province does not acquire such Hardware or assume such leases, the Province shall be responsible for the Contractor's reasonable out-of-pocket costs for either (i) disposing of or (ii) terminating the lease of all hardware which at the time of termination is being used in providing the Services.
- b) the Province shall be responsible for the reasonable out-of-pocket costs incurred by the Contractor relating to displacement or re-deployment of assets, floor space or premises which result from termination of this Contract;
- c) the Province shall be responsible for the reasonable additional costs incurred by the Contractor, acting reasonably, related to the termination of this Contract. If either party disputes any such additional cost or their allocation, then the matter may be submitted for dispute resolution in accordance with Article 6; and

- d) subject to Article 7.b), all Materials made, prepared, developed, generated, produced or acquired by the Contractor, the Contractor's Personnel under this Contract, up to and including the completion date of the transition period, are the property of the Province.

Orderly Transition – Other

- 17.4 Despite any other provision of this Contract, the Province may compel the Contractor to fulfill its obligations in Articles 17.1 and 17.2 through injunctive relief, it being acknowledged and agreed by both parties that specific performance is an appropriate remedy.

18. RELATIONSHIP OF PARTIES

- a) The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.
- b) The Contractor shall not be an agent of the Province for any purpose and has no authority to bind the Province in any manner. The Province shall not be an agent of the Contractor for any purpose and it has no authority to bind the Contractor in any manner.

19. CONFLICT OF INTEREST AND ETHICAL CONDUCT

- a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i) the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests
 - ii) where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii) except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv) the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v) the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi) the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act*, SA 2007, c. L-20.5, as amended from time to time.

- b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

20. NOTICES

- a) Any notice to be made under this Contract that is to be made in writing is effective when personally delivered or by e-mail to the e-mail address identified below (provided that the email addressee specifically confirms receipt of such email notice by return email to the sender). For clarity, confirmation of email receipt does not include automatic email system-generated receipts.

The Province: _____
 Address: _____

 Email: _____
 Attention: _____
 The Contractor: _____
 Address: _____

 Email: _____
 Attention: _____

The parties respectively designate for the time being, the individuals identified in this Article as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- b) Either party may change its information in Article 20(a) by giving notice to the other in the manner described in Article 20(a).
- c) Any notice personally served or sent by electronic means shall be deemed received when actually delivered or received, if delivery or transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

21. PARTIES' REPRESENTATIVES

- a) The Province designates _____ of the Department of _____ as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to Article 20(a).
- b) The Contractor designates _____ as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to Article 20(a).

- c) Either party may change its designated representative above by sending written notice to the other party of such change.

22. SURVIVAL OF TERMS

Notwithstanding any other provision of this Contract, those Articles which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- a) Article 4 Records and Reporting;
- b) Article 7 Material Ownership;
- c) Article 8 Confidentiality;
- d) Article 10 Freedom of Information and Protection of Privacy; and
- e) Article 14 Indemnity and Liability.

23. GENERAL

- 23.1 This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- 23.2 Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- 23.3 The parties may amend this Contract only by mutual written agreement signed by the parties.
- 23.4 The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
- 23.5 This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- 23.6 Each party warrants it has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
- 23.7 This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The Parties have made this Contract by the representatives authorized to do so.

Her Majesty the Queen
in Right of Alberta, as represented by the
Minister of Service Alberta

(Name of Contractor)

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Schedule 1 – Glossary of Terms

1. Overview

This Schedule contains defined terms that are used throughout the attached documents.

2. Definitions

“**Acceptance**” means that the Province has tested POS Solution in the Province’s production environment, and has deemed the POS Solution to be in an Operable State.

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

“**Auditor General**” means the Auditor General of Alberta and the Auditor General’s employees, subcontractors or delegates.

“**Availability**” means the proportion of time the POS Solution, component or service is in a functioning condition over a stated period of time.

“**Business Day**” means 08:15 to 16:30, in Alberta, Monday to Friday, excluding holidays observed by the Province.

“**Confidential Information**” means information of the parties of the Contract, supplied in confidence, and which is acquired by the Province as a result of participation in the Contract and must be kept confidential.

“**Confidentiality Legislation**” means any statutory or regulatory requirement, as amended, revised or substituted from time to time, to keep information confidential including the Freedom of Information and Protection of Privacy Act of Alberta.

“**Contract**” means the written agreement for the Services between the Contractor and the Province to provide the Services, which includes the Schedules to the Contract.

“**Contractor**” means the legal entity identified on the first page of this Contract, which has entered into the Contract with the Province.

“**Contractor’s Personnel**” means any employee, agent or subcontractor of the Contractor and any persons working under the direction or control of the Contractor who provides Materials or performs services as part of the Services.

“**Disaster**” means any unplanned event that causes significant disruption to the Services and typically involves widespread damage to or results in the inaccessibility of Facilities delivering the Services and leads to the invocation of a Disaster Recovery Plan.

“**Disaster Recovery**” means the specific activities related to continued provisioning of the Services in the event of a Disaster.

“**Disaster Recovery Plan (DRP)**” means the plan that defines the actions, resources, tasks and responsibilities, and provides or specifies the location of information and other resources required to: mitigate further disruption of the Services; manage the recovery of the Services at recovery Facilities and sites; manage the restoration of the Services to original or new Facilities and sites; and deal with other impacts of a Disaster.

“**Documentation**” means all materials, whether supplied in printed form or other media, furnished with a product that explains or facilitates the use of the product, including without limitation, system user’s manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, systems manuals, programming manuals and modification manuals.

“**Effective Date**” means the date on which the Contract is executed.

“**Fixed Price**” means a definite and predetermined price charged for the Materials and performance of the Services by the Contractor.

“**Freedom of Information and Protection of Privacy Act (FOIP)**” means the *Freedom of Information and Protection of Privacy Act* RSA 2000, as amended, revised or substituted from time to time.

“**Hardware**” means any Contractor equipment required for the delivery of the Services, which includes User devices and peripherals, communications and telecommunications equipment, cables, and any firmware necessary for the equipment’s proper functioning.

“**Incident**” means an unplanned operational event that is not part of the standard operation of a system, which causes, or may cause an interruption to, or reduction in the quality of Service.

“**Materials**” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services.

“**Material Breach**” means the occurrence of any one (1) or more of the following:

- a) A failure on the part of the Contractor or the Contractor’s Personnel to maintain the confidentiality of the Province Confidential Information, including any unauthorized access, use, disclosure or loss;
- b) A failure on the part of the Contractor or the Contractor’s Personnel to notify the Province of a Security Incident or destruction of records;
- c) A failure on the part of the Contractor or the Contractor’s Personnel, which failure is not remedied within 10 Business Days of a notice from the Province describing the failure, to comply with the Province’s security standards, including without limitation security policies and procedures, for the Province’s Confidential Information which the Province has communicated to the Contractor;
- d) A failure by the Province to pay an invoice within thirty (30) days of receiving a second notice from the Contractor;
- e) The Contractor making an assignment for the benefit of its creditors generally;
- f) The Contractor filing a petition or making a proposal under the Bankruptcy and Insolvency Act, Canada, or similar equivalent legislation of any applicable jurisdiction;
- g) The Contractor is the subject of a receiving order or a petition filed under the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, or such similar equivalent legislation of any applicable jurisdiction and where the Contractor does not contest such receiving order or petition in good faith;
- h) The Contractor making an application under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36 or similar or equivalent legislation of any applicable jurisdiction;

- i) The Contractor is subject to any distress or execution levied on its rights under the Contract;
- j) In the reasonable opinion of the Province, the Contractor ceases to carry on business;
- k) The Contractor is subject to appointment of any receiver, manager, receiver-manager, liquidator or trustee of the property, assets or undertaking of the Contractor pursuant to the terms of a court order or security agreement or similar instrument and such appointment is not revoked or withdrawn within thirty (30) days of the appointment, provided that such period of thirty (30) days shall be extended to one hundred and twenty (120) days after such appointment where the Contractor demonstrates to the reasonable satisfaction of the Province that it is contesting such appointment in good faith.

“Personal Information” means both ‘personal information’ as defined in FOIP, and Health Information to which the Contractor has access pursuant to this Contract.

“Point of Sales Solution” or **“POS Solution”** means the Software and Hardware necessary to process transactions online, via the contact centre, and at field locations.

“Privacy Legislation” means any statutory or regulatory requirement to keep information confidential as amended, revised, or substituted from time to time, including FOIP and Health Information Act.

“Proposal” means the Proposal submitted by the Contractor, which forms part of the Contract.

“Province” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Service Alberta.

“Province’s Information” means all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services.

“Replacement Services” means services equivalent to the Services required to be provided to the Province under the Contract whether internally, externally or any combination thereof, upon termination or expiry of the Contract.

“Request for Proposals (RFP)” means the RFP issued by the Province for the Services, which forms part of this Contract.

“Security Incident” means a potential or actual breach, threat, weakness or malfunction affecting security, which jeopardizes the confidentiality, integrity, authenticity, availability, or reliability of the Province’s Information, or the Solution, including without limitation:

- a) any potential or actual unauthorized collection, access, use, disclosure, loss, destruction or alteration of the Province’s Information (which includes, without limitation, Personal Information); or
- b) any action by a person, process or technology that violates the Province’s security policies or procedures, or acceptable use policies.

“Service Level” means Availability, response times or other performance standards for the Services as specified in Schedule “3” (Service Levels).

“Services” means the functions, duties, tasks, and responsibilities of the Contractor as described in the Contract.

“**SysTrust**” means the explicit standard established by the Canadian Institute of Chartered Accountants (CICA), designed to evaluate the availability, processing integrity, confidentiality and privacy of systems including people, procedures, data, software and infrastructure.

“**Term**” means the period during which the Contract is in force, including any extensions, as specified in article 16.1 of the Contract.

“**Year**” means each twelve (12) month period of the Term beginning with the Effective Date.

Schedule 2 – Services

1. Installation and Implementation

1.1 Contractor Personnel

- a) The Contractor shall provide personnel who are fully trained, manufacturer certified, and qualified on the Hardware and software to be serviced, in accordance with manufacturer or industry standards, as appropriate.
- b) The Contractor and the Contractor's employees, subcontractors or agents performing the Services may be required to undergo a criminal record check by the Province. Contractor Personnel who have an unacceptable criminal record, in the opinion of the Province, shall be rejected. The Contractor's Personnel and subcontractors are required to identify to the Province within 1 Business Day any situation that may affect their reported criminal record check status.

1.2 Solution Implementation

- a) The Contractor must provide a POS Solution that meets the requirements of this Contract.
- b) The Contractor must implement the POS Solution in a phased approach, in accordance with the finalized Project plan.
- c) The Contractor is responsible for the provision of Software, Hardware and all components of the POS Solution.
- d) The Contractor is responsible for all Software development, integrations, data conversion, hosting, assisting with UAT and training staff.

1.3 Rights and Responsibilities of the Province and Contractor

- a) The Province and the Contractor each have a role in the Acceptance of the POS Solution. The Contractor completes the systems integration testing and sets up the Solution in the appropriate environment. The Province tests the Solution to ensure it meets the requirements the functional specifications. The Contractor addresses and resolves any defects found.
- b) The Province reserves the right to test the POS Solution for satisfactory performance, for a period of thirty (30) days. After the test, in the event that the POS Solution is not acceptable, the Province will notify the Contractor in writing and give the Contractor (30) days to bring the POS Solution to a satisfactory level. If the POS Solution remains unsatisfactory, the Province reserves the right to terminate the Contract. The Contractor shall commit to continuing to provide any Services already in place until Replacement Services are in place.
- c) If the Solution has achieved Acceptance, it shall be deemed to have met the Province's standard of performance, which standard of performance shall not be reduced during the Term of the Contract.
- d) Costs to provide any Hardware, equipment, parts, or systems required for the Solution operationally shall be the responsibility of the Contractor. The Contractor shall pay all costs associated with upgrading and providing new Hardware during the Term of the Contract.

- e) If changes are required to the Hardware for any reason whatsoever, including changes that modify the functionality of the Hardware, the Province and the Contractor agree to utilize reasonable efforts to accommodate requests of the other party for changes to the Hardware.
- f) Neither party shall be obligated to incorporate modifications to the Hardware except where such modifications relate to a direction by a court, government agency, or regulatory body.
- g) The Contractor will not be responsible for the support, maintenance, or replacement of any equipment provided by the Province for the purpose of receiving the Services.

2. Training

The Contractor shall provide training in POS Solution administration, operation, and report generation to Province administrative and operational staff. The Contractor shall provide “train-the-trainer” training at the request of the Province.

- a) The Contractor must provide the Province’s administrative personnel with relevant professional training, at no additional cost to the Province. This will include verbal instruction and written Documentation provided to staff regarding the use and management of control and reporting functions, usage procedures, and complete Solution training.
- b) The Contractor must provide refresher courses, as required due to system upgrades or changes, to ensure all persons engaged in administering the Solution are able to effectively manage the system without service interruption.
- c) The Contractor must provide system administration and operating manuals, and any reference documents, tip sheets, frequently asked questions, or a web-based information page, with links to this Documentation.

3. Reporting

The Solution must enable the Province to search for and retrieve live data on a real-time basis, as well as for the previous five (5) year period. The Contractor will be responsible for retaining all the information contained in the central database for a minimum of five (5) years.

If the Province cannot directly run reports from the Solution, the following mandatory reports shall be accessible and provided to the Province by the Contractor at no additional cost:

- a) Inventory Report
- b) Barcode Report
- c) Inventory Transaction Report
- d) Shift Report
- e) POS Report
- f) POS Detail Report
- g) Deferred Revenue Report
- h) Collection Report
- i) Gross Margins Report
- j) Refund Report
- k) Check Refund Report
- l) Tour Listing Report

4. Service and Maintenance Requirements

- a) The Contractor must provide installation and maintenance, which includes any wiring at the park locations.
- b) All Software patches and upgrades (major and minor version upgrades) must be provided by the Contractor under the terms of their proposed support agreement.
- c) The Contractor is responsible for all maintenance, repairs, service and replacement of the POS Solution, including Software and Hardware.
- d) The Contractor is responsible for ensuring that at all times the POS Solution cannot be accessed by unauthorized Users. The Contractor must periodically update the POS Solution, including Software and Hardware, with all operating system updates and security patches.
- e) The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Hardware in good working order and in compliance with the equipment manufacturer's specifications throughout the term of the Contract. No charge shall be made to the Province for maintenance of the POS Solution.

Maintenance response times are detailed in Schedule 3 – Service Levels.

5. Additional Contractor Responsibilities

- a) The Contractor is responsible for coordinating with local service providers and other third parties (e.g. property management), the installation of all power lines and electrical hookups, installation of equipment, operation and maintenance of equipment, equipment removal, and all charges and fees associated with providing the Solution. This includes, but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.
- b) All planned or anticipated changes to the Services must be coordinated with the Province to ensure that there will be no negative impact to the installation. All operational maintenance will be coordinated with the Province, but will be provided by the Contractor.

6. General System Management

- a) The Contractor must provide the systems and Hardware required to establish secure communication paths for the POS Solution, and reporting and control systems to ensure security of information is maintained. The Contractor shall, at the Contractor's expense, process, store, and transfer information including the setup, management, and maintenance of databases and secure communications systems.
- b) There will be interfaces between the POS Solution and other systems belonging to the Province. The Contractor must configure and enable these interfaces as part of implementation, and is solely responsible to maintain and ensure the interface at the point that it connects to the POS Solution.

Schedule 3 – Service Levels

(to be updated as necessary based on the successful Proposal)

1 Introduction

This Schedule sets out the performance standards and measures the Contractor must meet, and any penalties assessed for non-performance.

2 Help Desk

The Contractor is required to provide a toll-free number for Alberta Parks' staff to call for the purpose of troubleshooting and resolving all Software and Hardware issues. Help Desk hours will be a minimum of eight (8) hours per day, excluding negotiated holidays.

The peak time periods that Alberta Parks' staff will be processing transactions and will require support are:

- Monday 9:00 a.m. – 5:00 p.m. Mountain Time
- Tuesday 9:00 a.m. – 5:00 p.m. Mountain Time
- Wednesday 9:00 a.m. – 5:00 p.m. Mountain Time
- Thursday 9:00 a.m. – 8:00 p.m. Mountain Time
- Friday 9:00 a.m. – 8:00 p.m. Mountain Time
- Saturday 9:00 a.m. – 5:00 p.m. Mountain Time
- Sunday 9:00 a.m. – 5:00 p.m. Mountain Time

3 Solution Maintenance

- a) The Contractor must provide installation and maintenance, which includes any wiring required for the POS Solution at the park locations.
- b) All software patches and upgrades (major and minor version upgrades) must be provided by the Contractor under the terms of their proposed support agreement.
- c) The Contractor is responsible for all maintenance, repairs, service and replacement of the Solution components, including wiring, Software and Hardware.
- d) The Contractor is responsible for ensuring at all times that unauthorized Users cannot access the POS Solution. The Contractor must periodically update the POS Solution, including Software and Hardware, with all operating system updates and security patches.
- e) The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all Hardware in good working order and in compliance with the manufacturer's specifications throughout the term of the Contract. No additional charge shall be made to the Province for maintenance of the system.

3.1 Maintenance Response Times

- a) The Contractor must resolve (repair/replace) any critical Hardware issues identified by the Province within five (5) Business Days from the time of notification by the Province.
 - i) In the event that the critical Hardware issue cannot be resolved within the five (5) Business Day period, the Contractor must contact the Province's delegate, and propose a plan to correct the problem.
 - ii) The proposed plan must be approved by the Province.
- b) The Contractor shall resolve problems arising with the Hardware or Services that disables a park location or website, within three (3) Business Days from the time of the Province's notification.
- c) The Contractor must provide, at Solution implementation, a complete and current list of business and cellular numbers for the Contractor's maintenance team, including emergency contacts. This list must be updated and provided to the Province whenever the information changes.

4 Service Level Penalties

The following standards and financial consequences shall be applied commencing with the second full month after POS Solution's initial system launch (phase 1). Financial consequences will not be levied for any performance judged below standard due to factors beyond the control of the Proponent, such as natural disasters, electrical service interruptions, telephone service failures, or other natural or outside factors.

The Proponent shall provide monthly reports to Alberta Parks demonstrating compliance with these requirements.

Performance Measure	Standard	Financial Consequence
Customer Service Help Desk Hours	The Help Desk must be open at minimum 9 a.m.–5 p.m. Alberta Time.	\$10 per minute less than the standard.
Internet System Downtime	No more than a total of 8 hours during a calendar month. Mutually agreed-upon maintenance windows not included in this calculation.	\$10 per minute in excess of the standard between 6am and 1am “unless greater than 24 hours per month”.
In-Park-System Downtime	No more than 24 hours total per park per calendar month for system downtime, or more than 48 hours per park per calendar month for system problems affecting the efficiency or quality of in-park operations.	\$10 per hour for each park not meeting the standard.
Delivery of Revenue Detail to Alberta Parks	No late or inaccurate revenue detail submissions each calendar month.	\$100 first occurrence, \$500 second occurrence, \$1,000 third and subsequent occurrences during the month the standard is not met.
Erroneous Payment Card Processing Customer Overcharges	No payment card overcharges allowed due to contractor negligence, application error, or agent error	Contractor shall refund all charges made to customer for the transaction in question, compensate the customer for any penalties assessed by the customer’s financial institution including overdraft and credit limit fees.
Erroneous Payment Card Processing Refunds	No payment card erroneous refunds allowed due to Contractor negligence, application error, or agent error	Refunds must be recovered within 30 days from the date of issue and only after the customer is notified of the error. Refunds uncollected beyond 30 days shall remain uncollected with no further customer contact allowed. Contractor will pay to Alberta Parks a sum equal to twice the amount of any erroneous refund not recovered within 30 days.
Help Desk Response Time	Call answered immediately or call returned within 2 hours to acknowledge problem	\$100 per call not meeting standard.
Help Desk Resolution time for User questions	Resolution within 2 Business Days.	\$100 per call not meeting the standard.
Maintenance Response Times	Resolution within 5 Business Days for critical Hardware issues (section 3.1 a) above) and 3 Business Days for a disabled park location or website (section 3.1 b) above).	\$100 first occurrence, \$500 second occurrence, \$1,000 third and subsequent occurrences, for each occurrence not meeting standard.
Errors caused by new programs	Any “bug” caused by the loading of a new program version will be fixed within 5 Business Days.	\$100 per park not meeting standard

Schedule 4 – Pricing and Payment

(This Schedule will be completed during Contract finalization, based on the Proposal submitted by the lead Proponent)

1. Overview

Contract#

Schedule 5 – Contractor’s License/Maintenance/Support Agreement

Schedule 5 – Contractor’s License/Maintenance/Support Agreement

(any license/maintenance/support agreement required by the Contractor will be incorporated into this Schedule)

**APPENDIX B – POS SOLUTION FUNCTIONALITY
MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS**

Mandatory Requirements

Mandatory requirements are essential to the POS Solution. The Proponent must acknowledge each mandatory requirement (numbered item) by indicating how the proposed POS Solution complies (“Not Met”, “Met”, or “Exceeded”). A response of “Not Met” for a Mandatory requirement will result in rejection of the Proposal.

The Comments column is to be used to support the Proponent’s claims, and should indicate whether Configuration or Customization is required to achieve POS Solution functionality, and if so, the effort level and approach to the work. The Comments column may include any other pertinent information, including attachments or references to Proposal sections that the Proponent believes will assist the Province in understanding its Proposal.

Proposals that exceed the mandatory requirements and add value for the Province will receive one (1) point. To receive points for exceeding mandatory requirements, the Proposal must demonstrate how the Solution exceeds the mandatory requirements.

Item	Mandatory Requirements	Not Met/Met/Exceeded	Comments
A	General POS Requirements		
A1	The Point of Sale Solution must have a Point of Sale (POS) function that allows for the sale of merchandise and features cash management controls, including day, shift, and cash drawer close out features.		

A2	<p>The POS Solution must include public-facing web pages/sites, developed, maintained and hosted by the Contractor, to facilitate online purchases and public information exchange.</p> <p>This branded park store would allow Alberta Parks to sell items of their choosing directly to customers who have purchased POS products (i.e. inventory items, equipment rentals, facility rentals), tickets, tours, passes, etc. online. The online store would allow for the fulfillment of products, and the ability to process and reconcile revenue.</p>		
A3	<p>The Point of Sale Solution must use a designated GoA brand to skin the online sales website/pages. The skin design must be an approved design, so customers shall not know they have left the government website.</p>		
A4	<p>The Point of Sale Solution must use real time technology to transmit data between Alberta Parks, contact centre, website and any other sales channels and the Contractor's data storage system so that Users can see continuously up to date information.</p>		

A5	<p>The POS Solution must have the ability to set up Users based on roles and permissions.</p> <p>Most tasks completed in the POS Solution must be configurable by authorized Users, rather than requiring the Contractor to perform the Configuration.</p>		
A6	<p>The POS Solution must be able to accommodate varying fee structures for each transaction type. Fees can vary depending on transaction type, day of the week, holidays, and season.</p>		
A7	<p>The Point of Sale Solution must direct deposit Alberta Parks funds into a designated Alberta Parks bank accounts using TD Bambora for processing of all payments.</p>		
A8	<p>The POS Solution must allow Alberta Parks staff to access the system both at its primary location and at times while in remote status (the administrator tools would remain available from various locations, based on User role).</p>		

A9	The Point of Sale Solution will default every POS transaction to a generic customer, with the ability to change to a “real” customers with a name, address, postal code, phone number, email, etc.		
A10	The Point of Sale Solution must allow multiple sales agents to use one cash register. The POS Solution shall require each agent/staff to log onto the register with a unique identifier (e.g., PIN or key card) so that each transaction can be traced to a specific User.		
A11	The Point of Sale Solution must display the POS products on-screen. Descriptor fields must allow a minimum of 25 alphanumeric characters.		
A12	The Point of Sale Solution must be able to manage the rental of items such as boats, bicycles, facilities, staff housing, or other equipment rentals in various time increments (30 minutes, 1 hour, half-day, full day, multi-day, etc.).		
A13	The Point of Sale Solution must allow for the collection and refund of deposits.		
A14	The Point of Sale Solution must allow advanced reservations of equipment rentals prior to arrival at a park or location.		

A15	The Point of Sale Solution must have the ability to attach manufacturer's UPC codes on retail items as a means to scan products for sale.		
A16	The Solution must allow a minimum of 25 UPC codes to be associated with a single product.		
A17	The Point of Sale Solution must allow the auto-creation of barcodes if a product does not come with a manufacturer's UPC code.		
A18	The Point of Sale Solution must allow field Users with proper security levels to change prices on items, add UPC codes, delete/archive POS items from park list.		
A19	The POS Solution must allow for the return of merchandise for a refund or exchange, with or without a receipt, subject to the business rules of Alberta Parks. Any returns must be reflected in the inventory for that location.		
A20	The Point of Sale Solution must be able to apply a percentage or whole dollar discount on a specific item(s).		

A21	The POS Solution must allow for the categorization of POS products as directed by Alberta Parks. For example, some products may be services that Alberta Parks sells, and are not associated with tangible products.		
A22	The Point of Sale Solution must allow for point of sale functionality to take place if connectivity is lost temporarily. Transaction data must be transferred to the system database when connectivity is restored.		
A23	The POS Solution must be capable of supporting both tax-inclusive, non-taxable grocery items and taxable products.		
A24	The Point of Sale Solution must allow multiple tax schedules to be set up, but not limited to GST and PST.		
A25	The POS Solution must prevent system administrators from assigning the same UPC code to more than one item.		
A26	The POS Solution must allow products to be associated with suppliers and the cost of goods.		
A27	The POS Solution must allow authorized Users to set up suppliers in the Solution that can be associated with each product.		

A28	The POS Solution must have the ability for administrative staff to edit the receipt header and receipt footer for customized messaging.		
A29	The POS Solution must display all payment methods used to pay for the transaction, date/time stamp, product name(s), product prices, total price, tax, amount tendered and any change.		
A30	The POS Solution must have the ability to reprint sales receipts on current or past transactions.		
A31	The POS Solution must allow authorized Alberta Parks staff to adjust prices on both physical and non- physical products that are damaged, not selling well, in response to fee increases, or as a courtesy to customers who have been inconvenienced.		
A32	The POS Solution must accommodate fixed pricing for some items and the ability to enter a variable price in a blank field (e.g. different park locations sell different sized bundles of firewood for different prices from one another).		

A33	The POS Solution must have the ability to calculate and distribute any refunds. Refunds will default to the original form of payment or to a cheque in the case of a cash payment. Authorized Park staff must have the option to override the default refund method.		
A34	The POS Solution must record and report sales transactions in a manner that supports Alberta Parks' automated processing requirements. It must provide sufficient data in a format (format to be determined at Project plan finalization) that can be utilized by Alberta Parks' accounting system that will then: <ul style="list-style-type: none"> • Electronically reconcile the sum total of sales to each deposit collected and recorded; • Record revenue in Alberta Parks' Accounting and Reporting system, to the appropriate accounting structure in a 'batch' process using an Alberta Parks interface application. 		
B	POS Inventory Requirements		
B1	The POS Solution must have a complete inventory component to track product inventories.		
B2	The POS Solution must allow products to sell into the negative and restrict to only quantity on hand.		
B3	The POS Solution must be able to update current inventory levels after doing physical inventory counts.		

B4	The POS Solution must be able to update inventory levels by creating purchase orders from suppliers.		
B5	The POS Solution must accommodate revenue collection on Service items (e.g. lease fees, damage deposits, admission fees etc.) that cannot be inventoried and are not a POS product. For this type of activity the POS Solution must not require inventory levels nor include them in inventory values.		
B6	The POS Solution must allow for administrative staff to create new products into the database. The Solution must also allow park staff to assign products created in the database to their specific locations. This will help in the reduction of duplicate POS items.		
C	Tours and Ticketing Requirements		
C1	The POS Solution must be able to sell tour tickets and event registrations online, through the contact centre and in park locations.		
C2	The POS Solution must allow the park to add, edit or delete tour times and events based on demand.		

C3	The POS Solution must allow the field to determine the number of people on each tour or in each event, create age limits, and place hold on specific tour times or events.		
C4	The POS Solution must generate a confirmation of sale email for ticket or event registration purchase.		
C5	The POS Solution must generate an email confirmation for ticket or event registrations with unique identifier number for participant reference. The confirmation must include specific information about the event/tour.		
C6	The POS Solution must generate a report listing all attendees for each tour or event for a given day.		
C7	The Point of Sale Solution must have the ability to complete price changes, price reductions, promotional pricing on certain tours tickets.		
C8	The POS Solution must allow the field to set maximum capacity for each tour/event and to place holds on specific tour times. Authorized park staff need ability to override holds, capacity, and other limits to sell tickets to those tours/events.		

C9	The POS Solution must allow for specific information or restrictions/conditions about each event to be placed on the branded park store site.		
C10	The POS Solution must have fees configured on different price points and customer type. Tour/event prices could consist of, but not limited to, child, youth, adult and senior pricing.		
D	Payment Requirements		
D1	The POS Solution must meet the Government of Alberta Payment Card Industry (PCI) requirements and standards.		
D2	The POS Solution must be capable of handling credit card payments at the contact centre, field locations, and website. The Solution must utilize real-time, online verification process to avoid customer callbacks and chargebacks.		
D3	The POS Solution must accept a variety of payment methods including cash, debit cards, various credit cards, and standard cheques.		
D4	The POS Solution must not store any credit card information. Only the retrieval ID of each transaction should be stored for payment information.		
D5	The POS Solution must automatically round cash transaction to the nearest \$0.05.		

D6	The POS Solution must allow the ability to split a payment in the cart between multiple payment types.		
D7	The POS Solution must be secured so that personal information of customers is protected and encrypted.		
D8	To address credit card disputes, the POS Solution must include a component that will allow authorized Alberta Parks staff to research all transactions that originate from any location in the system, based on date of transaction. The search must return, at a minimum, receipt/transaction number for the transaction, terminal number, date and location where the transaction occurred.		
D9	The POS Solution must track actual revenue versus deferred revenue to maintain an accurate balance sheet for auditing purposes. The Solution shall account for sales where associated revenue spans fiscal years.		

D10	The POS Solution must allow for all revenue deposited or transferred, Alberta Parks will require an agreed upon file format which will associate Alberta Parks revenue accounts to the funds being credited. The revenues processed will be assigned structured Alberta Parks' codes depending on the location to which the revenue is being attributed.		
D11	The POS Solution must be able to disallow certain payment types by sales channel.		
E	Reporting Requirements		
E1	All reports must have the ability to be printed and exported as a common file such as .CSV, Excel, txt (actual file formats to be determined as part of project plan finalization). All printed reports must include report title, column headings, date and time of report generation.		
E2	For reports that are needed on a regular basis, the POS Solution must allow for the scheduling of these reports so they run on a daily, weekly, or monthly basis as required by Alberta Parks.		
E3	Reports must report for a single location or multiple locations.		
E4	The ability to report on products by product grouping, product name, bar code, unique product id, product supplier.		

E5	All inventory transactions must be recorded and tracked for auditing purposes. Authorized Users must be able to view and print these details in order to audit the inventory.		
E6	Inventory Report: This is a report of all inventories on hand at a retail location. This report must be able to print a complete inventory. This report must also include average cost price for each item and the total value of each of the items remaining in the inventory.		
E7	Barcode Report: The Solution must be able to generate a unique barcode that is printable on a label sheet, so that the barcodes can be placed on items with no barcodes. Must be able to print barcodes of varying sizes to place on POS products.		
E8	Inventory Transaction Report: Will show all inventory transactions including type of transaction (add products, sale of products, returns, write-offs, etc.), product information, what changes were made, date and time of transaction, value of the transaction (cost of goods entered), User name and any comments. The report must be filtered for certain types of transactions such as orders received, transfers, sales, and write-offs for a User specified date range, and/or specific products.		

E9	The POS Solution must provide a shift report showing a breakout by payment type (cash, check, credit card, debit card, gift card) at the end of a shift for balancing and reconciliation purposes.		
E10	POS Report: This report must provide a summary of all sales transactions by category and sub-category for a specified location/all locations and date range.		
E11	POS Detail Report: This report will provide all sales transactions by category, sub-category and product for a specified location/all location for a specified date range.		
E12	Deferred Revenue Report: This report must show revenue taken during one fiscal year for transactions set to occur in the next fiscal year.		
E13	Collection Report: Shows total amount collected in the location, with a breakdown of total payments by type (Cash, Cheque, Credit Card, etc.).		
E14	Revenue Report: This report must produce a total of all revenue, excluding transaction fees. This report must be configurable to produce for a specified date and date range.		

E15	<p>Gross Margin Report: This report must be produced for each location of retail sales on a park. This report must be configurable for a specified date range. This report must produce the dollar value of: the cost of the beginning inventory, the cost of added inventory, the cost of goods available for sale, the cost of the ending inventory, the cost of goods sold, the gross sales, and the gross margin.</p>		
E16	<p>Alberta Export File: This report will be run by Alberta Parks for a specified date range that will list all revenue collected for Alberta Parks by account code to assist to reconcile revenue in Alberta Parks' revenue system.</p>		
E17	<p>Refund Report: Shows all refunds for a location, and details the operator, type of refund including price changes, amount of refund, and any comments associated with the refund.</p>		
E18	<p>Check Refund Report: A detailed report by location and date range listing the names and address of customers owed a refund via a cheque. This report must contain refund amount, name of customers, address, any refund comment, location.</p>		
E19	<p>Tour Listing Report: This report would show all attendees for each tour for a specified date range.</p>		

F	Compatibility and Security		
F1	POS Solution must be functional on various computer types including desktop computers, laptops and mobile devices (tablets, smartphones) of various screen sizes.		
F2	POS Solution, including Software and Hardware must be compatible with the Windows 10 operating system, and any updated versions thereof.		
F3	The POS Solution must fully integrate and communicate with the debit/credit machine.		
F4	<p>The Province's Information must be secure and kept separate from other customers. If other Departments of the Province adopt the POS Solution, each Department's data must be logically separated from any other Department.</p> <p>Use Comments to detail the Proponent's encryption policies and practices. This includes how encryption keys are managed, who has access, any role the Province might have in key management, or the ability to revoke keys.</p> <p>Detail encryption strength for data in transit: AES 128 recommended (TLS 1.2+, etc.) and data at rest: AES 256 recommended.</p>		

Desirable Functionality

Desirable functionality is important to the POS Solution. The Proponent should acknowledge each desirable function (numbered item) by indicating whether the POS Solution complies (Not Met, Partially Met, Met, or Exceeded).

The Comments column is to be used to support the Proponent’s claims and describe whether Customization or Configuration (that the Contractor must perform) is required to meet the desirable provision, and if so, the estimated effort level and the Proponent’s approach to the work. The Comments column may include any other pertinent information, including attachments that the Proponent believes will assist the Province in evaluating its Proposal.

Item	Desirable POS Solution Functionality	Not Met/Partially Met/Met/Exceeded	Comments
A	General POS Requirements		
A1	<p>The Solution should have an Identity and Access Management System (IAMS) that is able to provide multiple access levels (roles), and that integrates with the Province’s IAMS. The Province uses Active Directory Federated Services using SAML 2 tokens.</p> <p>The POS Solution should integrate with Government of Alberta’s Active Directory for authentication.</p> <p>Use Comments to describe multi-factor authentication capabilities.</p>		
A2	The POS Solution should allow any events or programs that are entered into the Solution to be fed to the Alberta parks website using an API.		

A3	The POS Solution should allow for web analytics to be gathered and shared with Alberta Parks. The web analytics should consist of web sales, views, time on page, etc.		
A4	The POS Solution must create an output file / data export to assist Alberta Parks in the reconciliation of revenue.		
A5	The POS Solution should allow for equipment rental waivers to be signed and stored in the Solution.		
A6	The POS Solution should be able to handle the sale of items that can be sold in varying quantities, such as gallons, pounds, kilograms, etc.		
A7	The POS Solution should allow for a minimum of 20 quick sale buttons for the most frequently sold POS items to quickly add these items to a cart.		
A8	The POS Solution should allow the ability to waive taxes in the cart if the customer or organization is tax-exempt.		
A9	The POS Solution should be capable of accepting US dollars and applying the current US exchange rate to transactions where the customer pays using this currency.		

A10	The POS Solution must should the ability to utilize promo codes for specific parks, POS type, and date ranges. The promo code feature should be able to process promo codes that are unique codes good for only one use by one customer, and global promo codes that can be used by all customers. Discounts on the promo codes will include a percentage discount, specific dollar amount discount, and Buy x, Get y promotions.		
A11	The POS Solution should allow the same product to be assigned to multiple suppliers at a park location. The Solution should be able to set up new products based on apparel grids, toddler sizes, youth sizes, etc.		
A12	The POS Solution should break out products by merchandising categories set up by Alberta Parks. For example: beverages, shirts, outerwear, snacks, frozen goods.		
A13	The POS Solution should have the ability to email sales receipts to customers.		
A14	The POS Solution should allow Administrative staff to bundle and price products in combinations and packages over time to accommodate agency needs (e.g. seasonal demand, sales campaigns, etc.).		

A15	The POS Solution should allow Parks staff to create and download distribution lists of their customers in support of email campaigns.		
A16	The POS Solution should allow customers to opt-in to marketing offers provided by Alberta Parks. The customer must be able to opt-in when completing transactions through the contact center or in the field application.		
A17	The POS Solution should have the ability to include a park donation (specific or non-specific) online during the purchase of a POS product or at a field location.		
A18	Ability to add park specific tours or ticketed event web bulletins or alerts to the website to communicate to visitors.		
A19	The POS Solution should provide Alberta Parks with marketing support services, which may include, but are not limited to, development of email blasts, photo contests, social media posts, and other marketing elements.		
A20	The POS Solution should allow for the collection of customer information such as: name, phone number, email address, home address, postal code, city, province/state, city, license plate number, model and make of vehicle, and other attributes Alberta Parks might request.		

A21	The POS Solution should include logs or audit trails that are sufficiently detailed to determine “who” did “what” and “when”, for the life cycle of the Contract.		
B	POS Inventory Requirements		
B1	The POS Solution should be capable of generating “low inventory” warnings when inventory levels reach a set restocking level.		
B2	The POS Solution should allow Users to conduct physical inventories on a routine basis. The system should provide a report that lists current on-hands quantities and the ability to input accurate counts after an inventory.		
B3	The POS Solution should allow for a partial physical inventory to be completed without impacting the entire inventory. This might be used to reduce inventory levels for spoilage, donations, damage, etc.		
B4	The Solution should allow the inventory to be viewed in multiple sortable columns such as: by item number, by purchase date, by supplier, by groupings of like items.		
B5	The POS Solution should allow inventories to be recorded and tracked for auditing purposes. Users with appropriate permission levels can view and print these details in order to conduct an audit of the inventory.		

C	Tours and Ticketing Requirements		
C1	The POS Solution should have an attachment option so additional information and details about program and requirements can be attached to confirmation email.		
C2	The POS Solution should be able to reprint a ticket in the field for a customer who purchased a ticket or registration, but lost or did not receive a confirmation.		
C3	The POS Solution should allow Alberta Parks to have a Tour Availability API that displays availability of tours for the upcoming 48 hours. This real-time availability will display on a monitor or TV.		
C4	The POS Solution should have the ability to create and maintain a wait list for tours. This would allow customers to sign up for a wait and list be emailed or SMS text if their time slot becomes available.		
C5	The POS Solution should allow for a combination tour/event ticket that involves multiple tours/events at a reduced rate. For combination tours/events, the ticket purchaser could select the times for the individual tours/events that make up the combination tour/event.		

D	Reporting Requirements		
D1	In addition to the reports listed below, the Point of Sale Solution should have an ad hoc reporting feature that will allow authorized staff the ability to construct and run reports to meet operations and reporting needs. The reporting tool should allow report templates to be saved for multiple uses and must have the ability to schedule reports to run at designated intervals.		
D2	Inventory Discrepancy Report: This report shows any discrepancies between a physical inventory count and the amounts recorded in the POS Solution.		
D3	Shift Reconciliation Report: A report to determine shift reconciliation errors.		

APPENDIX C – ALBERTA PARKS ACCOUNTING ENVIRONMENT

Alberta Parks' accounting classification structure categorizes individual accounting transactions for subsequent reporting, tracking, and budgetary control. Additionally, the accounting classification structure is hierarchical, or multi-level. Accounting information is entered at the most detailed level of the hierarchy, facilitating subsequent reporting on the financial balances as delineated by various accounting codes.

The program goals and objectives of the agency are reflected in its accounting structure. All Alberta Parks revenue should be reported under Business Unit 069 and Fund Code 01. All revenue must be reported specifically for each Department ID/location with their unique identifier. Individual programs defined within the structure are identified with both an Account and Program Code.

Project Codes (with both Sub-object and Sub-object Detail codes) are used to identify revenue generated by specific types of activity. Every revenue collection transaction is associated with both a Project Sub-object code and a Project sub-object detail code. The same Project Sub-object code may be used for multiple different products/items whereas the Sub-object detail code is more specific. For example, bus tours are Project Code PPMF with Sub-object detail code BUST whereas Guiding and Instructing permits are Project Code PPMF as well but Sub-object detail code GUID.

Alberta Parks' uses project structures to manage revenue collected across multiple fiscal years. Specific project codes are considered earned revenue upon payment (e.g. tour booking fee) whereas others as not considered earned revenue until the activity (e.g. tour) has occurred.

Some, but not all of the revenue generating activities within Alberta Parks involve the sale of goods or services and are therefore subject to the collection of GST. The functional computation of the sales tax and the processing of the tax using a unique set of transaction codes are included in scope of this RFP.

Alberta Parks will retain its present structure of accounting codes in their financial systems. The Alberta Parks accounting structure contains nine key elements that can be used in any combination to identify a transaction. Codes required to post revenue in the accounting system after it is reconciled are as follows:

- Business Unit: 3 characters (E.G. 069)
- Fund Code: 2 characters (E.G. 01)
- Dept. ID: 4 characters (E.G. 1114)
- Account Code: 6 characters (E.G. 446425)
- Program Code: 5 characters (E.G. 00553)
- Project Code: Up to 25 characters; most with a dash (E.G. PPHA-EDUC)
- Dollar Amount
- Payment Type
- Transaction Date/Time

Reconciling Sales Data to Deposits

To avoid duplicate data entry, Alberta Parks creates interface files (batch files) that are uploaded to the Alberta Parks accounting system. All of Alberta Parks' accounting systems are considered the "system of record," which means the data in these systems is accepted as being correct for auditing and reporting. The "system of record" and Parks' systems maintaining duplicate information should always reconcile.

APPENDIX D – ALBERTA PARKS LOCATIONS AND NUMBER OF SEATS

In the initial two implementation phases of the Project, the POS Solution will be installed at 15 locations with 75 seats, in accordance section 3.4 of this RFP. Additional implementations depend on the success of those initial phases and available budget. The table below is based upon the Province’s best knowledge and lists all potential locations and seats required for Alberta Parks, and is subject to change.

Region	Park	Number of Seat(s)
Calgary (BHS)	Bow Habitat Station	3
Kananaskis	Canmore Nordic Centre PP	9
South	Dinosaur PP	6
Kananaskis	Fish Creek PP	12
Northwest	Lesser Slave Lake PP	2
South	Writing-on-Stone PP	6
Central	Aspen Beach PP	6
Central	Crimson Lake PP	3
South	Cypress Hills PP	14
Central	Dillberry Lake PP	1
Northeast	Long Lake PP	2
Central	Miquelon Lake PP	3
Central	Pigeon Lake PP	4
Northeast	Sir Winston Churchill PP	2
Central	William A. Switzer PP	2
Northeast	Beaver Lake PRA	1
Kananaskis	Bow Valley PP	1
Northeast	Calling Lake PP	1
Central	Carson Pegasus PP	2
Northeast	Cold Lake PP	1
Central	Cooking Lake-Blackfoot PRA	1
Northeast	Cross Lake PP	1
Kananaskis	Elbow Valley PP	1
Northwest	Hilliard’s Bay PP	1
Central	Jarvis Bay PP	2
South	Kinbrook Island PP	2
Central	Pembina River PP	1
Kananaskis	Peter Lougheed PP	1
Central	Pierre Grey’s Lakes PP	1
Central	Red Lodge PP	2
South	Tillebrook PP	2
Northeast	Whitney Lake PP	1
Kananaskis	William Watson Lodge	2
33 Possible Locations	Total:	99 Potential Seats

APPENDIX E – HISTORICAL POS / TOUR REVENUE

These revenue numbers are an accumulation of multiple POS systems in Alberta Parks. Not all POS revenue listed below will utilize the new POS Solution as revenue reported is for all Alberta Parks, not solely the locations where the POS Solution will be installed. This data is provided for information only, and Proponents may, in their own discretion, determine how best to consider it, if at all.

POS Revenue Description	2019-20	2018-19	2017-18	2016-17	2015-16
Heritage Appreciation - Donations	\$8,497.18	\$13,719.79	\$10,087.45	\$6,142.45	\$19,739.20
Heritage Appreciation - Misc. Items	\$84,157.94	\$189,320.12	\$182,807.62	\$115,671.76	\$42,248.20
Heritage Appreciation - Product	\$148,124.27	\$171,969.50	\$168,973.76	\$119,662.69	\$120,845.28
Day Use Base Fee	\$0.00	\$4,183.81	\$0.00	\$10,707.04	\$11,387.25
Camping Revenue - Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Seasonal Camping	\$0.00	\$5,539.04	\$10,726.66	\$11,558.10	\$0.00
Facility/Room Rentals	\$59,893.51	\$16,022.52	\$8,737.43	\$16,173.54	\$11,337.52
Employee Housing Rent	\$346,170.92	\$456,414.93	\$433,207.44	\$263,614.36	\$33,380.92
Any coin operated facility	\$23,057.15	\$52,785.24	\$131,052.73	\$89,582.32	\$166,667.54
Entry fee to interpretive centre	\$31,913.69	\$32,335.76	\$173.33	\$0.00	\$0.00
Guiding and Instructing permits	\$47,170.71	\$53,559.99	\$40,106.71	\$34,145.97	\$36,764.62
Marina	\$22,720.96	\$25,011.44	\$25,550.00	\$25,250.00	\$16,341.70
Bookstore Sales	\$194,340.03	\$171,373.92	\$207,511.32	\$217,865.41	\$209,042.56
Misc. Items - Non taxable	\$70,073.03	\$47,324.07	\$41,668.05	\$36,595.67	\$53,961.96
Misc. Items - Taxable	\$922,853.38	\$913,095.98	\$1,051,051.65	\$744,605.52	\$814,489.86
Special Events - Seasonal Ranger fees	\$87,952.16	\$86,290.68	\$0.00	\$0.00	\$24,581.47
Supervision fees for filming/special event	\$499,609.23	\$0.00	\$0.00	\$0.00	\$0.00
Special Events - Donations	\$10,000.00	\$0.00	\$0.00	\$45,000.00	\$0.00
Special Events - Filming	\$102,131.92	\$48,124.22	\$61,477.61	\$128,107.50	\$0.00
Accommodations-special facilities - Non taxable	\$8,657.25	\$10,340.29	\$4,594.75	\$6,697.20	\$7,307.21
Accommodations-special facilities - Taxable	\$14,085.00	\$5,723.81	\$14,101.51	\$9,145.50	\$0.00
Special User Facilities - Firewood	\$2,262.87	\$2,450.50	\$1,287.63	\$2,186.70	\$4,209.52
Special User Facilities - Facility/Room rentals	\$482,880.76	\$361,882.50	\$356,133.72	\$382,777.13	\$302,841.58

RFP#

Appendix E – Historical Tour and Ticketing Revenue

Total POS Revenue	\$3,166,551.96	\$2,667,468.11	\$2,749,249.37	\$2,292,957.40	\$1,875,146.39
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HISTORICAL TOUR AND TICKETING REVENUE

These revenue numbers are an accumulation of multiple tour and ticketing systems in Alberta Parks. Therefore, these numbers are estimates and should be used to look at general volume. Not all tour revenue listed below is guaranteed to utilize the new POS Solution. These numbers are meant to give overall Alberta Parks' tour and ticketing volumes. This data is provided for information only, and Proponents may, in their own discretion, determine how best to consider it, if at all.

Tours and Ticketing Revenue Description	2019-20	2018-19	2017-18	2016-17	2015-16
Heritage Appreciation - Education/Program Fees	\$301,004.80	\$329,400.77	\$357,896.11	\$241,931.40	\$269,207.21
Heritage Appreciation - Reservation Fee	\$15,774.29	\$16,256.88	\$16,788.57	\$13,638.54	\$13,287.92
Cypress Ski Hill-Web passes	\$159,520.68	\$84,497.34	\$60,933.85	\$55,455.08	\$10,000.00
Bus Tours	\$332,099.67	\$304,686.37	\$288,615.02	\$212,285.64	\$234,732.46
Sikome Swim Entry Fees	\$224,591.88	\$228,638.54	\$284,698.74	\$181,683.28	\$0.00
Special Event Fees	\$45,999.66	\$46,914.06	\$45,184.90	\$31,636.22	\$33,303.71
XC day tickets	\$681,040.82	\$734,296.73	\$776,867.23	\$944,398.66	\$683,170.59
XC seasons passes	\$386,310.85	\$380,506.96	\$398,903.90	\$474,110.23	\$429,113.13
Total Tour and Ticketing Revenue	\$2,146,342.65	\$2,125,197.65	\$2,229,888.32	\$2,155,139.05	\$1,672,815.02

The following is a sampling of the volume of sales and seats for select tours.

Park/Tour	2019-20			2018-19			2017-18			2016-17		
	Revenue	Sales	Seats	Revenue	Sales	Seats	Revenue	Sales	Seats	Revenue	Sales	Seats
Dinosaur PP Bus Tours	\$246,774.78	14,573	19,203	\$225,111.21	13,881	18,487	\$220,407.96	14,349	19,412	\$178,276.76	12,086	16,906
Writing on Stone Tours	\$59,626.90	3,168	3,808	\$53,502.36	2,694	3,462	\$55,356.16	3,260	4,082	\$51,796.23	3,920	4,379
Writing on Stone Education	\$6,919.25	1,945	1,955	\$6,304.00	1,648	1,567	\$5,381.00	1,245	1,344	\$5,368.99	1,531	1,682
Sikome Swim Day Pass	\$183,772.75	33,633	64,934	\$193,956.03	41,266	72,160	\$274,054.75	48,829	92,660	\$168,285.00	31,972	58,997
Sikome Swim Season Pass	\$10,216.00	1,799	1,722	\$16,491.00			\$18,421.00	3,008		\$12,581.32	2,781	2,644

APPENDIX F – PROPONENT CORPORATE

1. Overview

This Appendix sets out the Proponent qualifications and experience requirements, relative to the Proponent's experience in implementing a POS Solution that meets the mandatory requirements in Appendix "B" (POS Solution Functionality).

The Proponent must fill out the attached tables completely to provide the required information. Each table is a project reference for the experience listed. For each reference, the Proponent must provide the following information:

- a) **Contact Information.** The Proponent must provide a client contact name, title, phone number, email address, company name, and mailing address. The Proponent also should include the same information for an alternate client contact, in case Alberta Parks cannot reach the primary contact. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the Proponent's organization, subsidiaries, partnerships, subcontractors, etc. Failure to provide this information or providing information that is inaccurate or out of date may result in the Province not including the reference in the evaluation process.
- b) **Project Name.** The Proponent must provide the name of the project where it obtained the mandatory experience.
- c) **Dates of Experience.** The Proponent must complete this area with a beginning month and year and an ending month and year to show the length of time the Proponent performed the work, and not just the length of time the Proponent was engaged.
- d) **Description of the Related Services Provided.** Alberta Parks will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The Proponent must reiterate the experience being described, including the capacity in which the work was performed and the role of the Proponent on the referenced project. The description should clearly substantiate the qualification and demonstrate that the related service shows the Proponent's experience, capability, and capacity to develop the deliverables and to achieve this Project's milestones.

The Proponent must list each project experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages.

If the Proponent seeks to meet any of the qualifications and experience through a subcontractor, the Proponent must identify the subcontractor by name in the appropriate part of the table, for each reference.

APPENDIX G- PRICING FORM

Proponents are to propose in Canadian funds. Where applicable, Proposals in foreign currencies will be converted to Canadian funds by the Province and evaluated and paid on the converted amount. This conversion will be based on the daily average exchange rate per currency pair appearing on the Bank of Canada’s website <http://www.bankofcanada.ca/rates/exchange/daily-exchange-rates/> on the RFP closing date.

Pricing Component	Fixed Price				
	Year 1	Year 2	Year 3	Year 4	Year 5
1. Point of Sale Solution (Total Price for 75 Seats) (Pricing to include all Software, Hardware, implementation, User training, maintenance, support (help desk), and meeting Service Levels)	\$	\$	\$	\$	\$
2. Fee for additional seats during the 5-year Contract (Fixed Price per seat)	\$	\$	\$	\$	\$
3. Point of Sale Solution annual maximum escalation rate (expressed as a % or “CPI”) (per additional year beyond initial 5-year Contract). If expressed as a percentage, this cannot exceed 3% per year.	Annual Escalation Rate: _____%				
4. Tour Transaction Fee (Price per Transaction) This fee will apply to each tour or ticket sold online or through the contact centre. No additional fee will be charged for tickets or tours processed in the field locations.	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
5. Tour Transaction Fee (Price per Transaction) per additional year beyond initial 5-year Contract.	\$	\$	\$	\$	\$