



Technology Support and Operations
J.G.O' Donoghue Building
2nd floor 7000 – 113 Street
Edmonton, AB, T6H 5T6

PRE-QUALIFICATION REQUEST (PQR) Number : TI-ITP-PQR-08-2026

STANDING OFFER FOR IT MANAGEMENT CONSULTING SERVICES

TECHNOLOGY AND INNOVATION

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Contracting Manager:	James MacRae
Email:	GOA.ITProcurement@gov.ab.ca

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1. INTRODUCTION

1.1 PREAMBLE

The Government of Alberta is a \$50 billion per year organization that supports service delivery to over 4 million Albertans through a centralized Information Management & Technology (IMT) service delivery structure. Technology and Innovation is responsible for the procurement of all IMT goods and services to help maximize value of government's outsourcing arrangements, reduce duplication and ensure economies of scale can be achieved through centralized oversight and management.

The Province is committed to providing more modern, accessible services to Albertans using a "digital by default" approach based on best practices of global leaders. Digital transformation has become a key enabler for public sector organizations to respond to the needs of citizens. The need for cost effective, accessible online services is driving the Province to establish a digital government that provides improved services to Albertans while increasing efficiency and reducing costs.

The Province is looking to engage industry experts to inform development of related strategies, organizational review, stakeholder engagement, project management, process optimization and other IT-consulting services. The Province also requires access to world-class market research and analysis to understand emerging technologies, industry best practices and global technology trends. The Province is seeking a simple, efficient way to obtain consulting services to continue evolving and optimizing centralized IMT service delivery. This competitive procurement is structured into **two distinct Tiers** to offer a fair and equitable opportunity for both specialized firms (Tier 1) and broader strategic partners (Tier 2) to participate in Alberta's digital transformation.

This competitive procurement 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 PQR. Failure to satisfy any term, condition or mandatory requirement of this PQR may result in rejection of the Proposal.

STATEMENT ON PROHIBITIONS RELATED TO RUSSIAN ACTION IN UKRAINE

Sanctions related to the Russian invasion of Ukraine have been imposed by the Government of Canada under [*Special Economic Measures Act*](#). The Special Economic Measures Regulations applicable to Russia, Belarus and Ukraine under the *Special Economic Measures Act* impose an asset freeze and dealings prohibition on designated persons listed in Schedule 1 of the Regulations, which include both individuals and entities.

Consistent with the Regulations, the Province reserves the right to limit or prohibit Proposals from the designated persons and entities listed in Schedule 1 of the [Special Economic Measures \(Russia\) Regulations](#), the [Special Economic Measures \(Belarus\) Regulations](#), and the [Special Economic Measures \(Ukraine\) Regulations](#), as amended from time to time, or from entities that could benefit such individual or entities, directly or indirectly, if they were to enter a Contract with the Province.

Questions about these prohibitions can be directed to the Contracting Manager.

1.2 PQR DEFINITIONS

Terminology used throughout this PQR is defined as follows and in the Master Agreement, which is attached as Appendix A to this PQR:

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

“Alberta Time” means the permanent, year-round time zone equivalent to **Mountain Daylight Time (MDT)**, which is **UTC-6**.

“ATIA” means the *Access to Information Act* (Alberta), as amended from time to time.

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

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

“Contractor” means a Pre-Qualified Contractor that has entered into a SOW with the Province.

“Evaluation Team” means individuals who will evaluate 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.

“Master Agreement” means the written agreement, which includes the PQR and the Proposal, between a Pre-Qualified Contractor and the Province to provide the Services and Materials contemplated in a SOW.

“Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by a Pre-Qualified Contractor or its employees,

subcontractors or agents in the course of performing the Services.

“**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.

“**Personal Information**” means “personal information” as defined in ATIA or POPA, or ATIA and POPA, as the case may be.

“**POPA**” means the *Protection of Privacy Act* (Alberta), as amended from time to time.

“**Pre-Qualification Request**” or “**PQR**” means this solicitation including attached appendices for the opportunity to compete to provide the Services and Materials.

“**Pre-Qualified Contractor**” means a legal entity that has entered into a Master Agreement pursuant to this PQR.

“**Proponent**” means an individual or organization responding to this PQR with a Proposal.

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

“**Province**” means His Majesty in right of Alberta as represented by the Minister of Technology and Innovation.

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

“**Response**” means the Pre-Qualified Contractor’s response to a SOW, including all the Pre-Qualified Contractor’s attachments and including, if applicable, materials provided at a short list presentation.

“**Services**” means the work, duties, functions and deliverables to be provided by a Contractor as specified in a SOW issued pursuant to this PQR.

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

“**Standing Offer List**” means the pool of Pre-Qualified Contractors who have executed Master Agreements with the Province

“**Statement of Work**” or “**SOW**” means a document issued by the Province setting out the Services required by the Province and, when signed by both the Pre-Qualified Contractor and the Province, incorporates the terms and conditions of the Master Agreement and establishes a contract between the Pre-Qualified Contractor and the

Province for the delivery of the Services described in the SOW.

“**Tier**” means a specific category of pre-qualification (Tier 1 or Tier 2) based on the mandatory requirements for each tier set out under Appendix C.

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.

2. SERVICES INFORMATION

2.1 OVERVIEW

This PQR is issued by the Province to allow the Government of Alberta to access the Standing Offer List of Pre-Qualified Contractors capable of providing various IT management consulting services, including, but not limited to: strategic planning, organizational review & change management, process review & optimization, project management, stakeholder engagement, technology implementation & support, and market research & jurisdictional scanning.

- The Province has developed this PQR to establish a simple, efficient way to obtain management consulting services while ensuring a fair, open and transparent procurement process. The Province is seeking to improve the process for public IT-related procurements.
- The Province has a need for industry expertise and global perspectives on technology and innovation to deliver modernized, digital and AI-enabled services to Albertans while increasing efficiency and reducing costs.
- The Province has published a Ministry Business Plan for Technology and Innovation, which outlines government objectives around modernization and innovation. The Technology and Innovation Business Plan can be found at the following link:

<https://www.alberta.ca/government-and-ministry-business-plans.aspx#jumplinks-1>

2.1.1 PRE-QUALIFICATION STAGE

The pre-qualification stage evaluates the Proponent’s ability to provide the Services identified in section 3.1.2. In their Proposals, Proponents are asked to provide corporate information and relevant experience.

Pre-qualified Proponents shall provide Services in one, some or all of the Service categories identified in PQR Section 3.1.2 Scope at Commencement.

Proponents must submit Proposals for evaluation on or before the PQR Closing Date and Time.

The Province will enter into a Master Agreement with any Proponent that achieves a total score of at least 70%. Upon execution of a Master Agreement, the Proponent becomes a Pre-Qualified Contractor and will be added to the Standing Offer List.

2.1.2 VALUE, VOLUME AND NON-EXCLUSIVITY

The Province makes no guarantee of the value or volume of work. **Participation Limits:** Participation in the SOW process is governed by the Tier for which the Contractor has pre-qualified. The Province reserves the right to limit SOW invitations based on value thresholds defined in Section 2.1.3.

Master Agreements are not exclusive contracts for the provision of the Services. The Province is not required to use the Standing Offer List and SOW process. The Province may use other procurement methods to contract with vendors for the same or similar services to those described in this PQR.

2.1.3 REQUEST FOR SERVICES STAGE

The Province will issue SOWs based on Tier eligibility: Pre-Qualified Contractors who have pre-qualified for **Tier 1** are eligible for SOWs related to the service categories for that tier. Pre-Qualified Contractors who have qualified for **Tier 2** are eligible for **all SOW service categories**. For Services in the service categories only listed in Tier 2, the Province will restrict the SOW competition exclusively to Pre-Qualified Contractors who have pre-qualified for Tier 2. A SOW describes the Services and identifies the specific requirements. Such requirements may be in addition to the requirements described in this PQR.

Schedule A – “SOW Process” to the Master Agreement describes how the Province will issue SOWs and the obligations of Pre-Qualified Contractors in that process.

Depending on the size, complexity, and urgency of the services required, the Province may require Pre-Qualified Proponents to issue a Response to a SOW in a short period of time. The Province will give Pre-Qualified Proponents at least 5 Business Days to respond to a SOW.

2.1.4 ANNUAL MASTER AGREEMENT UPDATE

On an annual basis, if new, related service categories have been proposed by a Pre-Qualified Contractor and approved by the Province,

- a) the Province will execute an amendment to add the service categories to the Master Agreement; and
- b) Pre-Qualified Contractors will be given the opportunity to pre-qualify for the new service categories.

2.1.5 ANNUAL PQR REFRESH

- a) On an annual basis, the Province will post a refresh to the PQR to allow new Proponents to pre-qualify. During a refresh, existing Pre-Qualified Contractors who have only Pre-Qualified for Tier 1 may also apply to pre-qualify for Tier 2, provided they demonstrate and meet the mandatory requirements and enterprise-scale criteria for Tier 2.

3. SERVICES AND SERVICE CATEGORY RESPONSIBILITIES

3.1 SERVICES

The Province requires Pre-Qualified Contractors capable of providing at least one of the services listed in section 3.1.2 for various terms of engagement. Specific Services, resource requirements and anticipated duration will be identified in each SOW.

While the most common services are immediately in scope, this PQR makes allowance for the later addition of other related services at the agreement of the Parties.

3.1.1 MASTER AGREEMENT DURATION

Pre-Qualified Contractors will be eligible to provide the Services to fulfill SOW requests from the effective date of the Pre-Qualified Contractor's Master Agreement until **September 30, 2028**. The Province may extend the Master Agreement for one or more periods for up to two (2) additional years on the same terms and conditions.

3.1.2 SCOPE AT COMMENCEMENT

Service Categories (as further detailed in PQR Appendix A):

Tier 1 Service Categories

- a) process review and optimization;
- b) technology implementation and support.

Tier 2 Service Categories

- a) strategic planning;
- b) organizational review and change management;
- c) process review and optimization;
- d) technology implementation support;
- e) market research, jurisdictional scanning, and analysis;
- f) stakeholder engagement.

3.1.3 POTENTIAL FUTURE INCLUSIONS

The scope of the Master Agreement includes the potential for other related services. The Province may request from the Pre-Qualified Contractors any offered service that is related to IT management consulting services, even if such is not currently contemplated.

3.2 SERVICE CATEGORY AND RESOURCE RESPONSIBILITIES

The requirements for each of the service categories and resource roles are identified in Section 3.1.2 above. The service categories refer to the types of engagement the Province may require. The resource roles refer to skills, knowledge and duties required by the GoA or which are anticipated for potential future use by the GoA.

4. PRICING

4.1 PRICING

Pricing requirements will be specified in each SOW. Pre-Qualified Contractors will be required to submit pricing proposals as part of its Response to any SOW.

4.2 FACILITIES

Facilities requirements will be specified in each SOW.

The SOW will indicate whether the Province will provide all, some, or none of the Facilities for the Contractor's resource(s).

5. PROPOSAL REQUIREMENTS

It is mandatory that Proposals include responses to requirements described with a "must", "mandatory" or "shall" in this PQR. Failure to provide a response to such requirements will result in rejection of the Proposal. It is highly desirable that Proposals also respond to "should" provisions in this section. The Proposal response to all mandatory requirements and desirable provisions in this section will be utilized in evaluating each Proposal. In addition, a 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.

5.1 HOW TO ORGANIZE THE PROPOSAL

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

- a) Proposal Submission Form;
- b) Proponent Profile;
- c) Service Category Requirements;
- d) Appendices, if any.

5.1.1 PROPOSAL SUBMISSION

Submission of the Proposal shall be deemed agreement by the Proponent that if awarded a Master Agreement, the Proponent will perform the Services in accordance with the Master Agreement.

A Proposal should be submitted with:

- a) a cover letter or page in the form of a completed Proposal Submission Form found in Appendix C;
- b) responses in the layout provided in Appendix C, or a similar representation of the same information.
- c) Submissions will not exceed 30 pages in length, including appendices. Submissions will use a font of 10 pt or greater.

5.1.2 MANDATORY SUBMISSION CRITERIA

Responses to this PQR must meet the following mandatory submission criteria:

- a) The Response must be received by the Province prior to the PQR Closing Date and Time.
- b) The Response must include a completed Proposal Submission Form, which is attached to this PQR as Appendix C.

In addition to the mandatory submission criteria, Responses to this PQR must meet the mandatory criteria specified in Appendix C (Mandatory Requirements and Desirable Criteria).

5.1.3 DESIRABLE CRITERIA

Proponents should respond to all desirable questions contained in Appendix C (Mandatory Requirements and Desirable Criteria).

5.1.4 PROPONENT PROFILE

The Proposal must include the following:

- a) The legal name of the Proponent;
- b) A Proponent contact authorized to participate in Master Agreement finalization. The contact information should include the person's name, title, office address, mailing address (if different from office address), email address, telephone number and facsimile number;
- c) A Proponent contact for all questions and clarifications arising from the Proposal, if different from the contact person identified in 5.1.2b). The contact information should include the person's name, title, office address, mailing address (if different from

office address), email address, telephone number and facsimile number;

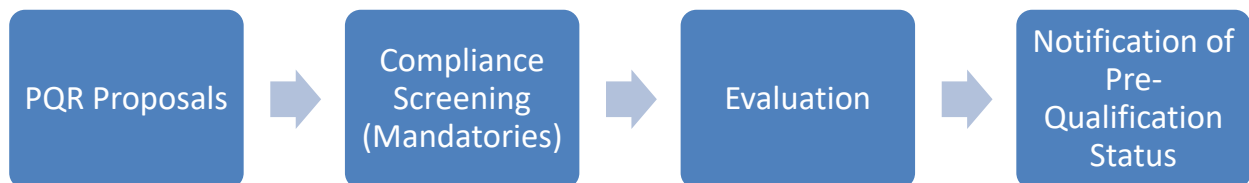
- d) Email address for SOW distribution; and
- e) Details of any subcontracting arrangements proposed by the Proponent including the legal name and address of any proposed subcontractors.
- f) **Tier Declaration:** Clear statement of selection between Tier 1 or Tier 2.
- g) **Corporate Size Attestation:** Brief attestation of corporate employee numbers.

5.1.5 MASTER AGREEMENT PROVISIONS

By submitting a Proposal, each of the provisions of the Master Agreement including its attached Schedules in Appendix A to this PQR are deemed to be accepted by the Proponent in their entirety and without any changes. Any blank items will be completed by the Province when preparing the Master Agreement to be entered into with a successful Proponent.

6. EVALUATION

The following outlines the general evaluation process for Proposals to this PQR. Further details of the evaluation and selection process are outlined in the following sections.



6.1 SCREENING

After the PQR Closing Date and Time, the Evaluation Team will screen Proposals to determine if the Proponent has met the mandatory requirements of this PQR. A Proponent must provide sufficient detail in its Proposal to demonstrate that it has met this PQR's mandatory requirements.

The Evaluation Team will further evaluate Proposals that have met the mandatory requirements.

6.2 PROPOSAL EVALUATION

The Province will evaluate each Response separately against the PQR's requirements.

6.2.1 MANDATORY REQUIREMENTS SCREENING

Proposals are evaluated against the mandatory requirements identified in Sections 5.1.2 (Mandatory Submission Criteria) and 5.1.4 (Proponent Profile).

The Proponent must demonstrate that it can provide at least one of the services outlined in Appendix A (Service Category) to this PQR.

6.2.2 CATEGORIES AND WEIGHTINGS

Tier 1

Category	Appendix C	Weighting
Corporate Experience	Section 2.1	60%
Collaboration	Section 2.2	20%
Results Management	Section 2.3	20%
Total		100%

Proponents must score a minimum of 70% to pre-qualify.

Tier 2

Category	Appendix C	Weighting
Corporate Experience - Base	Section 4.1	20%
Corporate Experience - Extended	Section 4.2	40%
Value Added Services	Section 4.3	10%
Collaboration	Section 4.4	10%
Results Management	Section 4.5	10%
Innovative Research and Analysis	Section 4.6	10%
Total		100%

Proponents must score a minimum of 70% to pre-qualify.

6.3 PROPOSAL CLARIFICATIONS

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

7. PQR TERMS AND CONDITIONS

7.1 ACCESS TO PQR DOCUMENTS

The Province uses APC to post procurement opportunities. The Proponent should, when submitting a Proposal, obtain the PQR directly from APC to facilitate receiving any PQR updates or amendments issued by the Province. The Province will reject Proposals that do not comply with the PQR requirements, including PQR requirements that have been updated or amended by the Province through APC.

7.2 PQR SCHEDULE OF EVENTS

Interested Proponents must submit Proposals on or before the PQR Closing Date and Time. The Province will evaluate all Proposals, communicating the results according to the following schedule:

PQR Issue Date:	As per the PQR cover page.
PQR Closing Date and Time:	As per the PQR cover page.
Evaluation of Proposals:	Within 2 weeks of receipt
Proponents Pre-Qualified:	Upon execution of the Master Agreement by the parties

The above dates are provided for information only and are subject to change by the Province.

7.3 PROPOSAL SUBMISSION

This opportunity uses APC E-submission. Suppliers must submit via the APC E-submissions platform. The APC system timestamp at successful submission is the official receipt time; late submissions are not accepted. For file and upload rules, see [APC E-submissions — How to Submit & Rules](#) on the APC Help Centre.

In responding to this PQR, the Proponent's attention is drawn to the following:

- a) Proposals received after the PQR Closing Date and Time will be rejected.
- b) The Proposal must be in English.
- c) Ambiguous, unclear or unreadable Proposals may be rejected.

- d) Each proposed resource must be legally able to work in Canada (e.g. be a Canadian citizen or permanent resident or have a valid work visa).

7.4 PROPOSAL PUBLIC OPENING

Proposals will not be opened publicly.

7.5 PROPONENT QUESTIONS

All questions and any form of communications with the Province regarding this PQR must be in writing and only be directed to the Contracting Manager, unless otherwise advised in writing by the Contracting Manager. All enquiries to and responses from the Contracting Manager will be recorded.

The Province intends to provide all questions and their corresponding responses to all Proponents. However, the Province reserves the right to provide a particular response only to the Proponent that has asked the question, depending on whether the question is confidential, or not to issue a response at all.

Should a Proponent wish to ask a question that it considers to be confidential (i.e., the response is to be directed only to the Proponent that asks the question), the Proponent may request such a question be kept confidential, provided the Proponent sets out an explanation as to why the Proponent believes the question to be confidential.

If the Province considers that the question is confidential, it will direct the response only to the Proponent that has asked the question, and not to the other Proponents.

If the Province considers that the question is not confidential, it will advise the Proponent of its view, and the Proponent can decide whether to withdraw the question. The Province reserves the right to solely determine whether a question is confidential and anticipates that only in exceptional circumstances will it determine a question to be confidential.

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 PQR, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

In order for the Province to deal effectively with Proponent questions or concerns about any terms, conditions or requirements of this PQR, including the Master Agreement provisions, such questions or concerns must be communicated in writing to the Province at least five (5) Business Days prior to the PQR Closing Date and Time. Questions received after this time may be answered by the Province if time permits.

Verbal responses to enquiries are not binding on any party.

7.6 PROPOSAL RECEIPT AND OWNERSHIP

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

7.7 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent, and 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 PQR; and
- b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization from 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 PQR shall be issued without the prior written consent of the Province.

7.8 ACCESS TO INFORMATION

The Proponent acknowledges that:

- a) ATIA applies to all information and records relating to, or obtained, generated, created, collected or provided under, the PQR or the Master Agreement and which are in the custody or under the control of the Province. ATIA allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in ATIA;
- b) POPA applies to the collection, use and disclosure of Personal Information for the purposes of this PQR or the Master Agreement; and
- c) 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 of the information under ATIA or the Personal Information in accordance with POPA.

7.9 CONSENT TO THE USE OF PERSONAL INFORMATION

The purpose of collecting Personal Information for this PQR 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 4 (c)

of POPA. The Proponent may contact the Contracting Manager identified in the PQR regarding any questions about collection of Personal Information pursuant to this PQR.

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, and 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 (2) Business Days of a request by the Province to do so.

7.10 CONFLICT OF INTEREST

On or before the PQR Closing Date and Time, 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 or any proposed subcontractor if the Proponent were to become a Pre-Qualified Contractor or Contractor pursuant to this PQR. The Province shall review any submissions by Proponents under this provision and may reject any Proposal where, in the opinion of the Province, the Proponent or any proposed subcontractor is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become a Pre-Qualified Contractor or Contractor pursuant to this PQR.

7.11 LOBBYISTS ACT

The Proponent acknowledges that:

- a) the *Lobbyists Act* (Alberta), 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*; and
- b) it is responsible for complying with the *Lobbyists Act* (Alberta) during the PQR process, and if the successful Proponent, during the Master Agreement.

7.12 TRADE AGREEMENTS

This PQR is subject to Chapter 5 (Government Procurement) of the Canadian Free Trade Agreement; the New West Partnership Trade Agreement; the Trade, Investment and Labour Mobility Agreement; and the World Trade Organization Agreement on Government Procurement.

7.13 PQR TERMS AND CONDITIONS

By submitting a Proposal, the "PQR Terms and Conditions" contained in this Section 7 of this PQR are deemed to be accepted by the Proponent in their entirety and without any changes.

7.14 EXTENSION, AMENDMENT TO OR CANCELLATION OF PQR

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

7.15 COSTS OF THE PROPOSAL

The Proponent is responsible for all costs of preparing and presenting its Proposal and, if applicable, entering into the Master Agreement.

7.16 REPRESENTATIONS AND WARRANTIES

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

7.17 RELEASE OF PROPOSAL INFORMATION

The Province reserves the right to disclose the names of responding Proponents

7.18 PROPONENT DEBRIEFING

At the written request of an unsuccessful Proponent, the Province will conduct a debriefing to tell the Proponent why its Proposal was rejected based on the evaluation criteria of their selected Tier. Feedback will focus on technical capacity gaps relative to the requirements of that specific Tier. 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.

7.19 PROPONENT CLAIMS FOR DAMAGES OR COMPENSATION

Notwithstanding any other provision in this PQR, a Proponent who responds to this PQR 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 participating in the PQR process 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.

PQR APPENDIX A – SERVICE CATEGORIES

Service Category Responsibilities

A general description for each service category is as follows:

1) Strategic Planning

Strategic planning services may include providing strategic advice to the Province, and directional and planning recommendations for various business areas. Contractors may be expected to develop strategies, reviews and recommendations, including but not limited to:

- Developing strategic advice and recommendations on various public sector topics such as operations, supply chain management, information technology, finance, risk management, etc;
- Providing advice and recommendations on the Province's strategic priorities based on industry best practices and knowledge; and
- Developing strategies and tactical plans on various topics including digital transformation and use of emerging technologies within the Province.

2) Organizational Review and Change Management

Organizational review and change management services may include providing strategic advice to the Province related to organizational structure, roles and skillsets required to ensure successful delivery of public sector services. Contractors may be expected to review, analyze and provide recommendations on the department organizational structure, in alignment with the Province's strategic direction and priorities. Contractors may also be expected to provide analysis and provide recommendations on the Province's approach to change management, including methodologies, principles, tools, and training to support organizational transformation.

Service requests may include engagements of varying size and complexity. Engagements may include smaller, focussed consultations related to specific branches or business areas, or may include large, complex engagements at a holistic, government-wide level.

3) Technology Implementation Support

Technology implementation support services may include supporting and providing consulting advice to the Province related to the successful implementation of technology in the public sector. Contractors may be expected to provide strategic, tactical and operational level services, including, but not limited to:

- Identifying, analyzing and implementing changes to policies, people and processes to support changes in technology within the Province;
- Investigating and recommending technologies to help solve business problems, including methodologies and recommended approach on how to implement successfully; and
- Providing resources and expertise to manage implementation projects, ensuring successful delivery in alignment with strategic direction and meeting client expectations.

4) Market Research and Jurisdictional Scanning

Market research and jurisdictional scanning services may be required to ensure the Province

is receiving value for services, and the Province's projects, programs and strategic direction are in alignment with industry best practices. As the Province adapts to the changing digital environment, the Province may also seek to understand global trends in technology, understand market conditions and economic impacts, to inform critical decisions and help shape Alberta's future. Services may include, but are not limited to:

- Conducting research on various public sector topics using a broad network of resources and tools;
- Scanning, analysis and reporting on comparable jurisdictions to inform the Province's strategic directions and decision making; and
- Analyzing and gathering information on emerging technologies, economic impacts and global trends across various public sectors such as Technology, Energy, Health, Education and Agriculture.

5) Process Review and Optimization

Process review and optimization involves the holistic review of processes, identifying opportunities for improvement and supporting GoA teams to successfully apply changes. Contractors may be expected to use industry best practices and technical knowledge to support GoA teams in implementing efficient, effective process changes through identification of issues and opportunities, and providing implementation recommendations that align to GoA's strategic priorities. Contractors may also be expected to review roles and responsibilities and to identify required staff, skills and resources to achieve process outcomes. Processes may be at a strategic, tactical or operational level.

6) Stakeholder Engagement

Stakeholder engagement is the process by which the GoA involves people, groups, or organizations that may affect or be affected by its decisions, activities, or policies. The primary objective is to build constructive, long-term relationships, gather valuable feedback, address concerns, and incorporate diverse perspectives into decision-making. Contractors may be expected to demonstrate experience in activities such as stakeholder identification and mapping, interviewing and targeted consultations, conducting workshops (focus groups, and co-design sessions), gathering feedback, and providing issue-resolution mechanisms.

The precise Services will be described in more specific detail upon issuing a SOW pursuant to the PQR.

PQR APPENDIX B – MASTER AGREEMENT

MASTER AGREEMENT NUMBER:

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA,
as represented by the Minister of Technology and Innovation
(the “**Province**”)

- and -

[NAME OF PRE-QUALIFIED CONTRACTOR]
(the “**Pre-Qualified Contractor**”)

BACKGROUND

The Province requires consultants to perform management consulting services for various entities of the Province.

The Province issued a Pre-Qualification Request, (“PQR”), which forms part of this Master Agreement, to pre-qualify consultants for periodic engagements on an as required basis for management consulting services.

In response to the PQR, the Pre-Qualified Contractor submitted a Proposal, which forms part of this Master Agreement, and the Pre-Qualified Contractor has been pre-qualified to provide resources for the performance of certain categories of management consulting services.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Master Agreement:

- a) “ATIA” means the *Access to Information Act*, (Alberta), as amended from time to time;
- b) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- c) “Effective Date” means the date on which this Master Agreement is last signed;

- d) “Master Agreement” consists of this document and all Schedules attached hereto, the PQR, and the Proposal;
- e) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Pre-Qualified Contractor or its employees, subcontractors or agents in the course of performing Services pursuant to a SOW;
- f) “Personal Information” means “personal information” as defined in ATIA or POPA, or ATIA and POPA, as the case may be;
- g) “POPA” means the *Protection of Privacy Act* (Alberta), as amended from time to time
- h) “Proposal” means the proposal submitted by the Pre-Qualified Contractor dated **[insert date]**, which is hereby incorporated into and forms part of this Master Agreement;
- i) “Province” means His Majesty in right of Alberta as represented by the Minister of Technology and Innovation;
- j) “Services” means the work, duties, functions and deliverables described in this Master Agreement and each SOW;
- k) “SOW” means a “Statement of Work” document issued by the Province setting out the Services required by the Province and, when signed by both the Pre-Qualified Contractor and the Province, incorporates the terms and conditions of this Master Agreement and establishes a contract between the Pre-Qualified Contractor and the Province for the delivery of the Services described in the SOW;
- l) “Standing Offer List” means the pool of Pre-Qualified Contractors who have executed Master Agreements with the Province;
- m) “Tier” means the classification (Tier 1 or Tier 2) assigned to the Pre-Qualified Contractor at the time of Master Agreement execution, which dictates eligibility for SOWs based on value thresholds; and
- n) “Term” means the Master Agreement period specified in Section 2.

TERM

2. This Master Agreement shall be effective from the Effective Date until [REDACTED] unless terminated in accordance with this Master Agreement. Each SOW shall be effective for the period set out in that SOW, and the terms and conditions of this Master Agreement shall continue to apply to the SOW until the completion or termination of that SOW.

The Province may extend the Master Agreement for one or more periods for up to an additional two (2) years on the same terms and conditions including pricing.

SERVICES

3. In accordance with the PQR, this Master Agreement and the process described in Schedule A, the Province will issue a SOW when it requires Services to be performed. Schedule B contains the form of a SOW, which may be updated from time to time by the Province.
4. When the Province accepts a response submitted by a Pre-Qualified Contractor to a SOW and both parties have executed the SOW, then the Province has, with the exception of terminating this Master Agreement, all the same rights and obligations as under this Master Agreement. The Province shall have the right to terminate a SOW as stated in this Master Agreement.
5. The Pre-Qualified Contractor agrees to perform the Services set out in each executed SOW in accordance with the provisions of this Master Agreement and the applicable SOW, and the Pre-Qualified Contractor shall follow any directions from the Province regarding the performance of the Services. The Pre-Qualified Contractor warrants that it has the qualifications and expertise to perform the Services set out in each SOW to which it responds, and statements regarding the performance of Services made by the Pre-Qualified Contractor in its Proposal are representations and warranties of the Pre-Qualified Contractor and form part of this Master Agreement.
6. The Province is not obligated to obtain any Services from the Pre-Qualified Contractor. Further, the Province reserves the right to acquire Services through arrangements other than from the Standing Offer List.
7. Prior to entering into a SOW, the Pre-Qualified Contractor shall provide the Province, on its request and at no cost to the Province, with criminal record checks and/or other security clearances of its resource(s) proposed for that SOW. Where any of the criminal record

checks or security clearances are not satisfactory the Province may reject the proposed resource(s) and/or the Pre-Qualified Contractor.

8. The Pre-Qualified Contractor resource(s) shall perform the Services set out in each SOW with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services.

PAYMENT

9. Payment to the Pre-Qualified Contractor for the Services provided by the Pre-Qualified Contractor shall be in accordance with the terms and conditions of a SOW.

RECORDS AND REPORTING

10. The Pre-Qualified Contractor shall:
 - a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Master Agreement and each SOW 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 Section 10(a) for three (3) years following the expiry or termination of this Master Agreement.
11. The Pre-Qualified Contractor shall comply with all reporting requirements which may be set out in a SOW.

NON-ASSIGNABILITY AND SUBCONTRACTING

12.
 - a) The Pre-Qualified Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Master Agreement or any SOW; or
 - ii. subcontract any Services set out in a SOW (other than as specified in the Proposal or a SOW Response),
- without the prior written consent of the Province, which shall not be unreasonably withheld.

- b) When the Pre-Qualified Contractor retains any subcontractor(s) in connection with performance of any Services set out in a SOW, the Pre-Qualified 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 Pre-Qualified Contractor to fulfill its obligations under this Master Agreement and the applicable SOW.

PERSONNEL QUALIFICATIONS AND REPLACEMENT

13.

- a) The Pre-Qualified Contractor warrants that any employee, subcontractor or agent of the Pre-Qualified Contractor identified in the Proposal who is selected to provide Services pursuant to a SOW has the qualifications and expertise as stated in the Proposal.
- b) The Pre-Qualified Contractor shall not replace any employee, subcontractor or agent, or add any employee, subcontractor or agent, to perform the Services set out in a SOW without the prior written approval of the Province, acting reasonably.
- c) The Pre-Qualified Contractor shall:
 - i. remove any employee, subcontractor or agent of the Pre-Qualified Contractor engaged in providing Services pursuant to a SOW 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 Pre-Qualified Contractor upon receiving the prior written approval of the Province, acting reasonably.

COMPLIANCE

14. The Pre-Qualified Contractor shall:

- a) comply with the provisions of all laws, now in force or in force after the signing of this Master Agreement, that expressly or by implication apply to the Pre-

Qualified Contractor, and its employees, subcontractors or agents in performing the Services set out in a SOW; and

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

MATERIAL OWNERSHIP

15.

- 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 Master Agreement or a SOW. The Materials shall be delivered to the Province upon the completion or termination of the applicable SOW, or otherwise 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 Pre-Qualified Contractor or a third party prior to the Pre-Qualified Contractor performing the applicable Services (or which are otherwise not made, generated, produced or acquired by the Pre-Qualified Contractor or its employees, subcontractors or agents in the course of performing any Services), remain the property of each party or the applicable party respectively.
- c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Pre-Qualified Contractor prior to performing the applicable Services pursuant to a SOW ("Pre-Qualified Contractor Materials") is reproduced or incorporated in the Materials, the Pre-Qualified Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Pre-Qualified Contractor Materials, for any purpose related to the particular SOW.
- d) The Pre-Qualified 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 Pre-Qualified Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

- e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Pre-Qualified 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.
- f) The Pre-Qualified Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

16.

- a) Except as provided in Sections 16 and 17, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Pre-Qualified Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Pre-Qualified Contractor without the prior written consent of the Province. The Pre-Qualified Contractor may disclose the Province's Information to employees, subcontractors or agents of the Pre-Qualified Contractor who have a need to know for the purpose of performing the Services.
- b) Subject to Section 17(b), the Pre-Qualified Contractor's obligations in Section 16(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Pre-Qualified Contractor;
 - ii. are independently developed without benefit of the Province's Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- c) The Pre-Qualified 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 Pre-Qualified 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.

- d) Upon completion or termination of a SOW, or otherwise upon the request of the Province, the Pre-Qualified Contractor shall return or deliver the Province's Information to the Province. Notwithstanding the foregoing, the Pre-Qualified Contractor shall be permitted to retain copies of the Province's Information as needed by the Pre-Qualified Contractor (and only so far as required) in order to comply with the standards or any other applicable professional standards applying to the Pre-Qualified Contractor, provided that the confidentiality obligations in this Section 16 shall continue to apply to any such retained copies of the Province's Information.
- e) The Province's Information may be disclosed 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.
- f) No press release, public announcement or other public commentary relating to this Master Agreement or any SOW shall be made by the Pre-Qualified Contractor without the prior written approval of the Province.
- g) The Pre-Qualified Contractor shall store only in Canada all records of the Province's Information which are disclosed to the Pre-Qualified Contractor under this Master Agreement or any SOW.

POPA AND ATIA

17.

(1) POPA

- (a) The Contractor acknowledges that POPA applies to the collection, use and disclosure of Personal Information in the course of performing the Services, and agrees that the Contractor shall adhere to POPA and the terms of this Contract in its collection, use and disclosure of any Personal Information.
- (b) 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.
- (c) 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 Business Days

of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

- (d) The Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - ii. 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
 - iii. provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with POPA.
- (e) The Contractor shall store only in Canada all records classified as Protected A and Protected B and only in Alberta records classified as Protected C, including Personal Information, which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.
- (f) 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.
- (g) The Contractor shall cooperate with the Province, as requested by the Province, in the preparation and modification of Privacy Impact Assessments, including providing the following information relating to the Services:
 - i. manner of collection of Personal Information under this Contract;
 - ii. types of Personal Information being collected under this Contract;
 - iii. notifications given related to the collection of Personal Information under this Contract;
 - iv. purpose for the collection of the Personal Information in accordance with this Contract;
 - v. processes to ensure accuracy of the Personal Information obtained or used in the performance of the Services;
 - vi. procedures to correct errors or deficiencies in Personal Information obtained or used in the performance of the Services;
 - vii. storage, retention and disposition procedures for Personal Information in the control of the Contractor under this Contract;
 - viii. administrative, technical and physical safeguards in place to protect Personal Information in the control of the Contractor under this Contract;
 - ix. risks to the protection of Personal Information in the control of the Contractor under this Contract and mitigation strategies for these risks;
 - x. plans and controls over data matching and linkage of Personal Information in the control of the Contractor under this Contract;

- xi. plans and controls over transmission of Personal Information in the control of the Contractor under this Contract;
- xii. controls over uses and consistent uses for Personal Information under this Contract;
- xiii. controls over disclosure of Personal Information under this Contract;
- xiv. overall protection of Personal Information from unauthorized access; and
- xv. any other information that may be reasonably requested by the Province.]

(2) ATIA

- (a) 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 ATIA or other legal obligation.
- (b) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under ATIA that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under ATIA, the Contractor shall not respond to it but shall immediately forward the access request to the Province for further handling.

RESPONSIBILITY AND LIMITATION OF LIABILITY

18. Each party must indemnify and hold harmless the other party, its employees, and agents against any and all third party claims, demands, actions, and costs (including legal costs on a solicitor-client basis) to the extent arising from:
- a) the breach of the indemnifying party's obligations under this Master Agreement and each SOW and or;
 - b) the negligence or other tortious conduct, or willful misconduct of the indemnifying party, or a person for whom it is legally responsible, and in case of the Pre-Qualified Contractor, its subcontractors.

This hold harmless provision shall survive this Contract.

19. If a third party claims that any Materials delivered to the Province by the Pre-Qualified Contractor, its subcontractors or agents under this Master Agreement or each SOW infringes any copyright, patent, trade secret, industrial design, trademark or any other proprietary right enforceable in Canada, the Pre-Qualified Contractor will defend the Province against that claim at the Pre-Qualified Contractor's expense. In this regard, the Pre-Qualified Contractor will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by the Pre-Qualified Contractor, provided that the Province:

- a) promptly notifies the Pre-Qualified Contractor in writing of the claim; and
 - b) cooperates with the Pre-Qualified Contractor, and allows the Pre-Qualified Contractor to control, with the Province's participation, the defense and any related settlement negotiations.
20. Despite clauses 18 and 19, where loss or damage is directly related to the Materials provided by or through the Pre-Qualified Contractor, the Pre-Qualified Contractor's liability shall not extend to loss or damage arising out of:
- a) modifications made to the Materials by the Province;
 - b) the Pre-Qualified Contractor having been required to conform to all or part of specific product designs of the Province;
 - c) the use by the Province of the Materials with programs, hardware or software supplied by other parties, unless the Pre-Qualified Contractor has represented to the Province that the Materials are designated for use with such other programs, hardware or software;
 - d) use of the Materials by the Province in a manner contrary to the Pre-Qualified Contractor's specifications and/or documentation provided by or through the Pre-Qualified Contractor and accepted by the Province;
 - e) use of the Materials by the Province on any hardware for which the software was not designed;
 - f) the Province not using corrections to the Materials made known and available by the Pre-Qualified Contractor. This exception only applies if the corrections made known and available by the Pre-Qualified Contractor do not diminish the Material's performance or functions as required by this Master Agreement or each SOW; or
 - g) infringement by anything provided first by the Province for use in creating the Materials.
21. Despite clauses 18 and 19, where loss or damage is directly related to the Materials provided by or through the Province under this Master Agreement or each SOW, the Province's liability shall not extend to loss or damage arising out of:
- a) modifications made to the Materials by the Pre-Qualified Contractor;
 - b) the use by the Pre-Qualified Contractor of the Materials with programs, hardware or software supplied by other parties, unless the Province has

represented to the Pre-Qualified Contractor that the Materials are designated for use with such other programs, hardware or software;

- c) use of the Materials by the Pre-Qualified Contractor in a manner contrary to the Province's specifications and/or documentation provided by or through the Province and accepted by the Pre-Qualified Contractor;
 - d) use of the Materials by the Pre-Qualified Contractor on any hardware for which the software was not designed;
 - e) the Pre-Qualified Contractor not using corrections to the Materials made known and available by the Province. This exception only applies if the corrections made known and available by the Province do not diminish the Material's performance or functions as required by this Master Agreement or each SOW; or
 - f) infringement by anything provided first by the Pre-Qualified Contractor for use in creating the Materials.
22. If a claim is made or appears likely to be made under clause 19, the Province agrees to permit the Pre-Qualified Contractor to enable the Province, at the Pre-Qualified Contractor's cost and with the Province's agreement, to continue to use the Materials or to provide the Province with a non-infringing replacement or modification which meets the specifications and functionality required for the Materials in this Master Agreement or each SOW. If the Pre-Qualified Contractor determines that none of these alternatives is reasonably available, the Province shall return the Materials to the Pre-Qualified Contractor on the Pre-Qualified Contractor's written request and the Pre-Qualified Contractor shall pay the Province, upon the Province's return of the Materials, the remaining unamortized amount based on a seven (7) year straight line amortization schedule.
23. Despite clause 19, if a third party claims that the Materials delivered by the Pre-Qualified Contractor, its subcontractors or its agents infringes any copyright, patent, trade secret, industrial design, trademark or any other proprietary right enforceable in Canada and the alleged infringement is based upon:
- a) compliance with the Province's written requirements for such Materials and which the Pre-Qualified Contractor has advised the Province in writing with reasons that clause 19 will not apply with the Province's written requirement; or
 - b) anything provided first by the Province for use in creating such Materials

then the Province will defend the Pre-Qualified Contractor against the claim at the Province's expense. In this regard, the Province will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by the Province,

provided that the Pre-Qualified Contractor promptly notifies the Province in writing of the claim and cooperates with the Province in, and allows the Province to control, with the Pre-Qualified Contractor's participation, the defence and any related settlement negotiations.

24. If a claim described in clause 23 is made or appears likely to be made, the Pre-Qualified Contractor agrees to permit the Province, at the Province's cost, to continue to use such Materials or to modify or replace it. If the Province determines that none of these options are reasonably available, the Pre-Qualified Contractor agrees to return such Materials to the Province on the Province's written request.
25. The party claimed against or sued by a third party must notify the other in writing of a claim or suit promptly and provide reasonable cooperation, at the responsible party's expense. Neither party shall have any obligation under any settlement made without its written consent.
26. The Pre-Qualified 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 Pre-Qualified Contractor's breach of this Master Agreement or each SOW or from the negligence, other tortious act or wilful misconduct of the Pre-Qualified Contractor, or those for whom it is legally responsible.
27. Subject to section 19, neither the Province nor the Pre-Qualified Contractor shall be liable to the other in connection with any claim for any special, incidental, indirect or consequential loss or damages.

INSURANCE

28.
 - a) The Pre-Qualified Contractor shall, at its own expense, and without limiting its liabilities herein, obtain and maintain, the following minimum insurance coverage and conditions in accordance with the *Alberta Insurance Act*:
 - i. general liability insurance in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof;
 - ii. automobile liability insurance on all vehicles owned or licensed in the name of the Pre-Qualified Contractor and used in carrying out the obligations under this Master Agreement and each SOW in an amount not less than \$2,000,000.00;

- iii. network security and cyber liability insurance will be specified in each SOW, as required; and
 - iv. technology errors and omissions insurance in an amount not less than \$ [REDACTED] per claim, insuring its liability resulting from errors and omissions in the performance of its obligations under this Master Agreement and each SOW. This insurance is required to remain in place for a period of 36 months following the completion or termination of this Master Agreement and this condition may be satisfied with the purchase of a 36 month extended reporting period.
 - v. In the event the insurance required under clauses 28.a.ii and 28.a.iii are satisfied with a combined policy, the limit of liability on the combined single limit policy must be not less than \$ [REDACTED] per claim.
- b) A SOW may require a Pre-Qualified Contractor to, at its own expense and without limiting its liability under this Master Agreement, maintain throughout the Term (including each SOW) any other type of insurance as may be specified in a SOW.
 - c) Evidence of all required insurance, in the form of a detailed certificate of insurance, acceptable to the Province, must be promptly provided to the Province at inception of the Master Agreement and each SOW, annually thereafter and at any other time requested by the Province. Upon the Province's request, the Contractor must provide the Province with certified copies of all required insurance policies.
 - d) The Pre-Qualified Contractor shall ensure that all its subcontractors obtain and maintain liability insurance sufficient to meet the requirements in Section 18 and any other insurance, in forms and amounts, as specified in the applicable SOW.
 - e) All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation of insurance coverage, including for non-payment of premium.

RELATIONSHIP OF PARTIES

29. The relationship of the Pre-Qualified Contractor to the Province in performing the Services under this Master Agreement and each SOW is that of an independent contractor, and nothing in this Master Agreement or any SOW is to be construed as creating an agency,

partnership, joint venture or employment relationship between the Pre-Qualified Contractor and the Province.

NOTICES

30.

- a) Any notice to be made under this Master Agreement is to be made in writing, and is effective when delivered to the address, sent by prepaid registered mail, or sent by email as follows:

The Province: IT Goods and Services Procurements,
Technology and Innovation

Address: J.G.O' Donoghue Building
2nd floor 7000 – 113 Street
Edmonton, AB T6H5T6

Attention: Director, IT Procurement
Email: GOA.ITProcurement@gov.ab.ca

The Pre-Qualified Contractor:

Address:

Attention:

Email:

The parties respectively designate for the time being, the individuals identified in this section 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 Section 33(a) by giving notice to the other in the manner described in Section 33(a).
- c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day. All notices sent by prepaid registered mail shall be deemed to be received on the fourth (4th)

Business Day following mailing in any Post Office in Canada, except in the case of postal disruption, then any notice or payment shall be personally served or sent by email.

TERMINATION

31.

- a) The Province may terminate this Master Agreement at any time, without cause, upon thirty (30) days written notice to the Pre-Qualified Contractor.
- b) If this Master Agreement is terminated the Pre-Qualified Contractor shall be paid only for the Services completed in accordance with this Master Agreement up to the effective date of termination.
- c) The Province may terminate a SOW at any time, without cause, upon written notice to the Pre-Qualified Contractor.
- d) If the Province terminates a SOW:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Pre-Qualified Contractor, or its employees, subcontractors or agents under the SOW are the property of the Province; and
 - ii. the Pre-Qualified Contractor shall be paid only for the Services completed in accordance with the SOW up to the effective date of termination.

SAFETY AND SECURITY

32. The Pre-Qualified 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.

PARTIES' REPRESENTATIVES

33.

- a) The Province designates the Contracting Manager as the Province's representative for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to this Master Agreement other than giving notice pursuant to Section 30(a).

- b) The Pre-Qualified Contractor designates _____ as the Pre-Qualified Contractor's representative for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to this Master Agreement.
- c) A SOW shall identify representatives of the Province and the Pre-Qualified Contractor for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to a SOW.
- d) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

34.

- a) The Pre-Qualified Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Pre-Qualified Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards and the standards, including without limitation the following:
 - i. the Pre-Qualified 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 provisions as set out in this Master Agreement and each SOW, the Pre-Qualified 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 Pre-Qualified 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 Pre-Qualified 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 Pre-Qualified Contractor in its business practices or in relation to its employees, subcontractors or agents; and
- vi. the Pre-Qualified Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- b) In the event the Pre-Qualified Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of Services pursuant to a SOW, the Pre-Qualified Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Pre-Qualified Contractor shall not commence or continue performance of the applicable Services without the prior written consent of the Province. If the Province is of the opinion the Pre-Qualified Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate the applicable SOW and, if the conflict of interest is in relation to this Master Agreement, then the Province may terminate this Master Agreement.

SURVIVAL OF TERMS

35. Notwithstanding any other provision of this Master Agreement, those sections which by their nature continue after the conclusion or termination of this Master Agreement shall continue after such completion or termination, including without limitation the following:

- | | |
|---------------|---|
| a) Section 10 | Records and Reporting; |
| b) Section 15 | Material Ownership; |
| c) Section 16 | Non-Disclosure of Information; |
| d) Section 17 | POPA and ATIA; and |
| e) Section 18 | Responsibility and Limitation of Liability; |

GENERAL

36. In the case of conflicts or discrepancies among the main body of this document, Schedules A and B attached to this document, any SOW, the PQR and the Proposal, the documents, as amended, shall take precedence and govern in the following order:
- a) the body of this document;
- b) a Schedule attached to this document;
- c) the body of a SOW executed by the Province and the Pre-Qualified Contractor;

- d) Appendix A attached to a SOW executed by the Province and the Pre-Qualified Contractor;
 - e) the response of the Pre-Qualified Contractor to a SOW issued by the Province;
 - f) the PQR; and
 - g) the Proposal.
37. Time is of the essence of this Master Agreement and each SOW.
38. This Master Agreement contains the entire agreement of the parties concerning the subject matter of this Master Agreement and, except as expressed in this Master Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
39. Any waiver by either party of the performance by the other of an obligation under this Master Agreement or any SOW 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.
40. The rights and remedies of the Province under this Master Agreement, or a SOW, are cumulative and any one or more may be exercised.
41. The Parties may amend this Master Agreement only by mutual written agreement signed by the parties.
42. This Master Agreement and each SOW shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
43. This Master Agreement and each SOW shall be for the benefit of and bind the successors and assigns of the parties.
44. The headings in this Master Agreement and each SOW are inserted for convenience of reference only and shall not affect the meaning or construction of this Master Agreement or the applicable SOW.
45. In this Master Agreement and each SOW, words in the singular include the plural and words in the plural include the singular.

46. This Master Agreement and each SOW may be executed in counterparts, in which case (i) the counterparts together shall constitute one document, and (ii) communication of execution by fax transmission or emailed in PDF shall constitute good delivery.

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Technology and
Innovation.
Per

Per

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

MASTER AGREEMENT SCHEDULE A – SOW PROCESS

1. INTRODUCTION

The PQR establishes a Standing Offer List of Pre-Qualified Contractors. This list is open to the Government of Alberta.

Pre-Qualified Contractors have demonstrated experience and ability to provide the Services as described in the PQR.

The Master Agreement with each Pre-Qualified Contractor binds each to the terms and conditions of the PQR and any Statement of Work (“SOW”) issued pursuant to the PQR. With this administrative and legal step of the process completed, the Province can acquire the Services, as needs arise, in a timely manner.

This document describes the process required for issuing SOWs and responding to SOWs.

2. ISSUING A SOW

Where the Province chooses to obtain Services or resources under the PQR, the Province will issue a SOW. A SOW describes the Services and identifies the service category,) and specific requirements. Such requirements may be in addition to the requirements described in the PQR. The Province will use the form of SOW as set out in Schedule B of the Master Agreement. If the Pre-Qualified Contractor believes a new service category is required, the Pre-Qualified Contractor may propose it to the Province for approval.

2.1. SOW and Procurement Type

The Province will issue SOWs based on Tier eligibility: **Tier 1** is eligible for SOWs related to the service categories for that tier. **Tier 2** is eligible for **all SOW service categories**. For Services in the service categories only listed in Tier 2, the Province will restrict the SOW competition exclusively to Pre-Qualified Contractors who have pre-qualified for Tier 2. A SOW describes the Services and identifies the specific requirements. Such requirements may be in addition to the requirements described in this PQR.

Subject to Section 2.1.2 of the PQR, for Services with a value of at least \$75,000.00:

The Province must use the SOW process to issue a SOW for competition among all Pre-Qualified Contractors in the appropriate Tier.

Subject to Section 2.1.2 of the PQR, for Services valued at less than \$75,000.00, the Province may use the SOW process:

- a) to issue a SOW for competition among all Pre-Qualified Contractors;

- b) to issue a SOW for limited, invitational competition among selected Pre-Qualified Contractors; or
- c) to contract directly with a Pre-Qualified Contractor on a sole source basis.

2.2. SOW Delivery Method

SOWs are issued by the Province to Pre-Qualified Contractors via email, using the email address(es) indicated in the Standing Offer List for the applicable Pre-Qualified Contractor(s).

It is incumbent upon Pre-Qualified Contractors to keep their contact information current. Any changes to the contact information provided in a Response must be communicated in writing via email to the Province at: goa.itprocurement@gov.ab.ca

3. RESPONDING TO THE SOW

Only Pre-Qualified Contractors may receive and respond to a SOW.

In its Response, Pre-Qualified Contractors must respond to the mandatory requirements and should respond to the desirable criteria identified in the SOW.

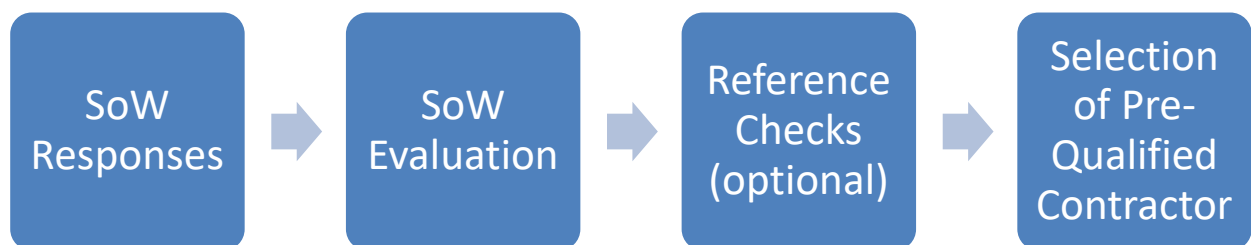
If a Pre-Qualified Contractor feels that a new service category or resource role is required to complete the Services requested by the Province, the Pre-Qualified Contractor may propose the addition of a new service category for approval by the Province.

3.1. Response Format

The Province will accept Responses via email. Response requirements will be indicated in each SOW.

4. EVALUATING RESPONSES

The Province will evaluate the Responses, including pricing, against the criteria stated in the SOW.



5. EXECUTING THE SOW

Upon completion of the evaluation of the Responses, the Province will prepare and execute the SOW with the successful Pre-Qualified Contractor. The SOW will be in the form as set out in Schedule B to the Master Agreement.

Executed SOWs form part of the Master Agreement.

MASTER AGREEMENT SCHEDULE B – FORM OF SOW

Note: Schedule B – Form of SOW may be modified to reflect the requirements of the Services.



SOW: X

Department: Technology and Innovation

Contracting Manager: **TBD**

Email: **TBD**

Telephone: **(XXX) XXX-XXXX**

STATEMENT OF WORK # **ENTER NUMBER**
BETWEEN

HIS MAJESTY in right of Alberta,
as represented by the Minister of Technology and
Innovation
("the Province")

- and -

to be completed upon execution of the SOW
("Contractor")

SOW Issue Date: **Month, Day, 2026**

SOW Closing Date and Time: **Month, Day, 2026 at 14:00:59 Alberta Time**

Submit your complete Response by email only to:
goa.itprocurement@gov.ab.ca

1. Project Overview and Objectives

The Province is committed to providing more modern, accessible services to Albertans using a "digital by default" approach based on best practices of global leaders. Digital transformation has become a key enabler for public sector organizations to respond to the needs of citizens. The need for cost effective, accessible online services is driving the Province to establish a digital government that provides improved services to Albertans while increasing efficiency and reducing costs.

ADD Project Overview/Outcomes/Objectives/Term of Engagement/Budget

2. Service Scope and Deliverables

Project deliverables should evolve as the work progresses, in response to emerging user and business needs, as well as design and technical opportunities. However, the following must be delivered (iteratively) over the course of the project:

- ADD Deliverables/Timelines/Schedule

3. Qualifications

Qualification requirements and/or desirable provisions are listed in Appendix B (Qualification Summary and Pricing Form).

Proposals must demonstrate that the mandatory qualification requirements listed in Appendix B (Qualification Summary and Pricing Form) are met.

4. Response Pricing

The Proponent shall propose pricing in accordance with Appendix B (Qualification Summary and Pricing Form).

5. Response Evaluation

The SOW evaluation criteria will be distributed within the following categories:

Evaluation Categories		Weight
1.	Mandatory Qualifications	XX%
2.	Desirable Qualifications	XX%
3.	Pricing	XX%
	Total	100%

Proponents will be evaluated and scored individually based on the qualifications and approach described relative to the requirements of this SOW. Additional points may be awarded to Responses that exceed the requirements.

The evaluation process may include reference checks.

6. General

6.1 Introduction

Pre-Qualified Contractors are invited to submit Responses for the provision of Services in accordance with the specifications and terms and conditions set out in this SOW.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to the Province while offering Pre-Qualified Contractors a fair and equitable opportunity to participate.

Pre-Qualified Contractors are advised to pay careful attention to the wording used throughout this SOW. Failure to satisfy any term, condition or mandatory requirement of this SOW may result in rejection of the Response.

6.2 Terms

All terms as defined in the Pre-Qualification Request WS3013788411 issued by the Province (“PQR”) and the Master Agreement between the Province and the Pre-Qualified Contractor entered into pursuant to the PQR (“Master Agreement”) shall apply in this document.

6.3 SOW Definitions

“Response” means the Pre-Qualified Contractor’s response to a SOW, including all the Pre-Qualified Contractor’s attachments and, if applicable, materials provided at a short list presentation.

“Province Contact” means the individual acting as the point of contact for Pre-Qualified Contractors during the SOW process.

6.4 Estimated SOW Duration

Estimated start date:	MM, DD, YYYY
Estimated end date:	MM, DD, YYYY
Optional Extension Term	Up to Twelve (12) months

The Province may extend the SOW for one or more periods for up to an additional twelve (12) months, on the same terms and conditions, including pricing.

The Province will indicate the actual start and end dates of the SOW upon execution of the SOW with the successful Pre-Qualified Contractor.

6.5 Location of Work and Facilities

Contractor Personnel delivering the Services may be required to work at the Contractor’s Facilities, unless an alternate location is mutually agreed upon between the Parties.

Pricing provided by the Contractor in their Response must take into consideration all workspaces and tools (e.g. office spaces, supplies, equipment, connectivity to the GoA network, telephone and internet services) that are required for the Contractor to deliver the Services.

6.7 CRIMINAL RECORD CHECK

Upon request by the Province, the Contractor shall, at no cost to the Province, provide a current criminal record check of any resource providing the Services. The Province may request that a Contractor resource be replaced if, in the opinion of the Province, the criminal record is unacceptable.

6.8 INSURANCE

N/A

6.9 OTHER REQUIREMENTS

N/A

7. SoW Terms and Conditions

7.1 PRE-QUALIFIED CONTRACTOR QUESTIONS

All questions regarding the SOW must be directed to the Province Contact, in writing. Enquiries and responses will be recorded and may be distributed by the Province to all Pre-Qualified Contractors.

The Pre-Qualified Contractor has the responsibility to notify the Province Contact in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in the SOW as it is discovered, and to request any instruction, decision, or direction required to prepare its Response.

In order for the Province to deal effectively with Pre-Qualified Contractor questions or concerns about any terms, conditions or requirements of the SOW, such questions or concerns must be communicated in writing to the Province Contact at least four (4) Business Days prior to the SOW closing date. Questions received after this time may be answered by the Province if time permits.

Verbal responses to enquiries are not binding on any party.

7.2 PRE-QUALIFIED CONTRACTOR EXPENSES

The Pre-Qualified Contractor is responsible for all costs of preparing and presenting its Response.

7.3 PERIOD OF COMMITMENT

Responses shall be final and binding on the Pre-Qualified Contractor for ninety (90) days from the SOW closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Pre-Qualified Contractor is requested to do so by the Province.

7.4 PRICING

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

7.5 PAYMENT AND MAXIMUM PAYABLE

(Dependent upon SOW specification – one of the following options. To be completed prior to release of SOW)

ALL-INCLUSIVE FIXED PRICE

7.5.1 The Province agrees to pay the Contractor the Fixed Price sum of \$ [REDACTED] (Canadian funds), including all expenses incurred by the Contractor, to perform the Services. The Contractor shall be paid:

- i) the amounts specified in Appendix B (Criteria and Pricing Form) for completion of the Services in accordance with this SOW; and

- ii) upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.

7.5.2 The Province shall pay the Contractor within thirty (30) days of receipt of an invoice provided the requirements of clause 7.5.1 have been met.

7.5.3 The Province represents and warrants that, as the purchaser of the Services provided under the Master Agreement and this SOW, no amount payable under this SOW 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 from time to time. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

7.5.4 Despite anything in this SOW, the Province may holdback [REDACTED] percent of any payment due under this SOW to ensure the Services are performed in accordance with the provisions of this SOW.

7.5.5 The Province shall pay to the Contractor any amount held back under clause 7.5.4, if all the Services are performed in accordance with the provisions of this SOW.

7.5.6 The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada), as amended from time to time.

7.5.7 The Province may order the re-execution of any Services which are not performed in accordance with the provisions of the Master Agreement and this SOW, in which case the Contractor shall re-execute the Services at the Contractor's expense in accordance with the Master Agreement and this SOW.

TIME AND MATERIALS (hourly/daily rates) INCLUSIVE OF ALL EXPENSES

7.5.1 The Province agrees to pay the Contractor a sum not to exceed \$[REDACTED] (Canadian funds), including expenses, to perform the Services. The Contractor shall be paid:

- i) upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.

7.5.2 The Province shall pay the Contractor within thirty (30) days of receipt of an invoice provided the requirements of clause 7.5.1 have been met.

7.5.3 The Province represents and warrants that, as the purchaser of the Services provided under the Master Agreement and this SOW, no amount payable under this SOW 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 from time to time. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

7.5.4 The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada), as amended from time to time.

7.5.5 The Province may order the re-execution of any Services which are not performed in accordance with the provisions of the Master Agreement and this SOW, in which case the Contractor shall re-execute the Services at the Contractor's expense in accordance with the Master Agreement and this SOW.

7.6 IRREVOCABILITY OF RESPONSES

Pre-Qualified Contractors may amend or rescind their Response prior to the SOW closing date and time by submitting a clear and detailed written notice to the Province Contact. Subject to Section 7.3 (Period of Commitment), all Responses become irrevocable after the SOW closing date and time.

7.7 SOW CLOSING

The SOW will close at 14:00:59 Alberta Time on the SOW closing date. Responses must be received by the Province before 14:01:00 Alberta Time on the SOW closing date. The official time of receipt shall be as determined by the Province's GoA email system time.

Responses received after the SOW closing date and time will be rejected.

7.8 WHAT TO PUT IN THE RESPONSE

For each SOW, the Response must provide a completed criteria and pricing form, using the form set out in Appendix B or a similar representation of the same information.

Each Response should also include a SOW response cover letter as set out in Appendix A to this SOW.

7.9 HOW TO SUBMIT A RESPONSE

Pre-Qualified Contractors must deliver their Responses by email to the Contracting Manager. Responses submitted in a format other than email will be rejected.

Pre-Qualified Contractors should be aware when sending Responses via email, that they are responsible for ensuring that its Response is received before the SOW closing date and time at the email address specified in this SOW. The Province assumes no responsibility for server availability or any other technical problem that prevents the Response from being received by, or opened after, the SOW closing date and time.

7.10 CONSENT TO USE OF INFORMATION

The Pre-Qualified Contractor consents, and has obtained the written consent from any individuals identified in the Response, to the use of their Personal Information in the Response by the Province, and the Province's employees, subcontractors and agents, to enable the Province to evaluate the Response and for other program purposes of the Province. This consent specifies to whom the Personal Information can be disclosed and how the information may be used. The Pre-Qualified Contractor shall provide such consents to the Province for confirmation and review upon the Province's request.

7.11 RESPONSE PUBLIC OPENING

Responses will not be opened publicly.

7.12 RESPONSE RECEIPT AND OWNERSHIP

Responses and accompanying documentation, upon receipt by the Province Contact, will become the property of and will be retained by the Province, subject to Section 7.6 (Irrevocability of Responses).

7.13 RESPONSE IRREGULARITY OR NON-COMPLIANCE

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

7.14 RESPONSE REJECTION

The Province may reject the lowest cost Response, or any or all Responses.

7.15 PRE-QUALIFIED CONTRACTOR DEBRIEFING

The Province will, at the request of an unsuccessful Pre-Qualified Contractor who responded to the SOW, conduct a debriefing for the purpose of informing the Pre-Qualified Contractor as to why its Response was not selected.

7.16 SOW FINALIZATION

The SOW to be entered into shall be finalized with the Pre-Qualified Contractor by the Province and shall contain the terms and conditions specified in the SOW.

If, in the opinion of the Province, it appears that an agreement will not be finalized with the preferred Pre-Qualified Contractor within seven (7) Business Days, the Province may contract with another Pre-Qualified Contractor who submitted a compliant Response.

7.17 STANDARDS OF CARE

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

The parties have made this SOW. **To be completed upon execution of the SOW**

HIS MAJESTY IN RIGHT OF ALBERTA,
as represented by the Minister of Technology
and Innovation.

Per

(Pre-Qualified Contractor Name)

Per

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SOW APPENDIX A – SUBMISSION LETTER

Technology Support and Operations, Broadband and Strategic Support Services J.G.O’ Donoghue Building 2nd floor 7000 – 113 St Edmonton, AB T6H 5T6	SOW #: Province Contact: Telephone: Email:	##### TBD (XXX) XXX-XXXX TBD
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Pre-Qualified Contractor’s Full Legal Name:

Mailing Address:

Telephone:

Email Address:

Contact Name:

The Pre-Qualified Contractor proposes to supply the Services identified below and as set out in this SOW, subject to the terms and conditions of this SOW.

**SOW APPENDIX B
CRITERIA AND PRICING FORM**

i) MANDATORY REQUIREMENTS

1. Mandatory 1...

2. Mandatory 2...

ii) DESIRABLE REQUIREMENTS

1. Desirable 1...

2. Desirable 2

i) PROPOSED PRICING

The Pre-Qualified Contractor proposes the following price (Canadian funds) for completing the Services identified in this SOW.

Dependent upon SOW specification and option selected in Section 7.7. To be completed prior to release of SOW.

SERVICE CATEGORY: Service Category(ies)

Deliverable	Fixed Price
Deliverable 1	XXX.XX
Deliverable 2	XXX.XX
Deliverable 3	XXX.XX

v) REFERENCES

Three (3) references, for whom similar work has been performed, must be provided. The most recent reference should be listed first. Reference checks may or may not be completed to assist with scoring of the Response.

The Province reserves the right to contact the stated and other references without providing prior notification to the Pre-Qualified Contractor.

Reference #1:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	

Reference #2:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	

Reference #3:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	

PQR APPENDIX B – PROPOSAL SUBMISSION FORM

(Date ,)

ATT: Contracting Manager
Technology Support and Operations, Broadband and Strategic Support Services
2nd floor 7000 – 113 Street Edmonton, AB T6H 5T6

RE: Request for Proposals (PQR) Number

Proponent Information

The proponents must provide their full legal name and contact information.

Proponent's Legal Name:

Mailing Address:

Contact Name:

Contact Title:

Telephone:

Email Address:

The Proponent proposes to supply services identified in this Proposal to perform the Services as set out in this PQR, subject to the terms and conditions of this PQR.

Stream Selection

Proponents must select only one of the following streams based on their qualifications and eligibility as set out in the mandatory requirements below.

The selection made here determines the response form the Proponent must use for Mandatory Requirements and Desirable Criteria. A Pre-Qualified Contractor's eligibility for future SOWs is based on the Tier the Pre-Qualified Contractor has pre-qualified for.

Selection (X)	Stream Title	Operational Intent & Eligibility
☐	Tier 1	Intended for vendors with specialized expertise. Eligible for SOWs specific to only the following service categories: • process review and optimization • technology implementation and support.
☐	Tier 2	Intended for vendors with a broad spectrum of service offerings and capacity. Eligible for SOWs specific to any of the following service categories: • process review and optimization • technology implementation and support • strategic planning • organizational review and change management • market research, jurisdictional scanning and analysis • stakeholder engagement.

PQR APPENDIX C – MANDATORY REQUIREMENTS AND DESIRABLE CRITERIA

1. Mandatory Requirements – Tier 1

The following section contains mandatory requirements. The mandatory requirements will be assessed on a pass/fail basis. Failure to either provide the necessary information or failure to meet or exceed the mandatory requirement will result in a fail rating and result in the Proposal not being considered for further evaluation. No points will be assigned for the mandatory requirements.

#	Category	Requirement	Required Response	YES/NO
1.1	Corporate Experience and Qualifications	Excluding the experience of the individual resources, the Proponent has delivered a minimum of 3 projects in the last 3 years to government organizations of at least 1000 employees or public service organizations of similar size and complexity. That experience must span the following Service Categories as defined in Appendix A: • process review and optimization; and • technology implementation and support.	• Description of the organization, including types of services delivered and key clients. • Summary and dates of engagements, demonstrating the Proponent's range of services.	
1.2	Corporate Experience and Qualifications	Proponent has employees responsible for the delivery of projects and does not rely exclusively on contractors. Minimum of 10 full-time staff.	• Description of resources that demonstrate access to a strong internal team.	

2. Desirable Criteria – Tier 1

#	CATEGORY	QUESTION	EVALUATION CRITERIA
2.1	Corporate Experience and Qualifications	Describe 3 engagements in the last 3 years where services were delivered to government organizations of at least 1000 employees or public service organizations of similar size and complexity. That experience must span the following Service Categories as defined in Appendix A: • process review and optimization; • technology implementation and support	• Description of capabilities and service offerings as an organization, including areas of specialty with respect to the categories listed.
2.2	Collaboration	Demonstrate experience in collaborating with business partners to achieve desired outcomes.	• Description of Proponent’s methodology, frequency of client engagement, approach to communication, etc.
2.3	Results Management	Describe how the Proponent manages public sector engagements to achieve expected results.	• Description of approach to measure, monitor and manage performance over the life of engagements. Examples would include reporting on project performance, quality control process, response times, tools and methodology etc.

3. Mandatory Requirements – Tier 2

The following section contains mandatory requirements. The mandatory requirements will be assessed on a pass/fail basis. Failure to either provide the necessary information or failure to meet or exceed the mandatory requirement will result in a fail rating and result in the Proposal not being considered for further evaluation. No points will be assigned for the mandatory requirements.

#	Category	Requirement	Required Response	YES/NO
3.1	Corporate Experience and Qualifications	Excluding the experience of the individual resources, the Proponent has delivered a minimum of 5 projects in the last 3 years to government organizations of at least 1000 employees or public service organizations of similar size and complexity. That experience must span the following Service Categories as defined in Appendix A: • process review and optimization; and • technology implementation and support.	• Description of the organization, including types of services delivered and key clients. • Summary and dates of engagements, demonstrating the Proponent's range of services. • Reference projects can include projects from 3.1 that overlap 3.2, as long as the example describes the services covered in 3.1	
3.2	Corporate Experience and Qualifications	Must have delivered a minimum of 5 projects in the last 5 years providing consulting services to a to government organizations of at least 1000 employees or public service organizations of similar size and complexity. That experience must span at least 3 of the 4 following service categories: • strategic planning; • organizational review and change management; • market research, jurisdictional scanning and analysis; and • stakeholder engagement.	• Description of the organization, including types of services delivered and key clients. • Summary and dates of engagements, demonstrating the Proponent's range of services • Reference projects can include projects from 3.1 that overlap 3.2, as long as the example describes the services covered in 3.2	

3.3	Corporate Experience and Qualifications	Proponent has employees responsible for the delivery of projects and does not rely exclusively on contractors. Minimum of 20 full-time staff.	Description of resources that demonstrate access to a strong internal team.	
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4. Desirable Criteria – Tier 2

#	CATEGORY	QUESTION	EVALUATION CRITERIA
4.1	Corporate Experience and Qualifications - Base	Describe 5 engagements in the last 3 years where services were delivered to government organizations of at least 1000 employees or public service organizations of similar size and complexity. That experience must span the following Service Categories as defined in Appendix A: • process review and optimization; and • technology implementation and support.	• Description of capabilities and service offerings as an organization, including areas of specialty with respect to the categories listed.
4.2	Corporate Experience and Qualifications - Extended	Describe 5 engagements in the last 3 years where services were delivered to government organizations of at least 1000 employees or public service organizations of similar size and complexity. That experience must be span at least 3 of the 4 following service categories: • strategic planning; • organizational review and change management; • market research, jurisdictional scanning and analysis; and • stakeholder engagement.	• Description of capabilities and service offerings as an organization, including areas of specialty with respect to the categories listed.
4.3	Value Added Services	Describe any other service offerings, including value added services or distinctive advantages, which the Proponent can provide that demonstrate the Proponent's capabilities and distinguish it in the marketplace.	• Description of any additional services offered by the Proponent that demonstrate the Proponent's capabilities and distinguish it in the marketplace.

4.4	Collaboration	Demonstrate experience in collaborating with business partners to achieve desired outcomes.	• Description of Proponent’s methodology, frequency of client engagement, approach to communication, etc.
4.5	Results Management	Describe how the Proponent manages public sector engagements to achieve expected results.	• Description of approach to measure, monitor and manage performance over the life of engagements. Examples would include reporting on project performance, quality control process, response times, etc.
4.6	Innovative Research and Analysis	Provide samples of research and analysis completed for public sector organizations and describe your methodology for ensuring innovative and leading research.	• Innovative or leading analysis, publications, conferences, blogs, demonstrate abilities

