

REQUEST FOR PROPOSALS

FOR

Red Hat Enterprise Linux (RHEL) Implementation

For the Government of Prince Edward Island, as represented by the Minister of
Finance

Request for Proposal Number:

6082

Date Issued:

May 11, 2023

Submission Deadline:

June 23, 2023

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DEFINITIONS

In this Request for Proposal, the following definitions apply:

Agreement: means the written agreement resulting from this Request for Proposal between the Province of PEI and successful Proponent and as further defined in the Form of Agreement (Appendix A) of this RFP.

RHEL: Red Hat Enterprise Linux

RHCE: Red Hat Certified Engineer

PMP: Project Management Professional

Force majeure: Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

ITSS: means Information Technology Shared Services.

PEI: means Prince Edward Island.

Project Team: means a cross-functional team comprised of representatives from the Province of PEI.

Proponent: means an individual or a company that submits or intends to submit a proposal in response to this RFP.

Province, GPEI or Government: means the Government of Prince Edward Island.

Counties: The Province of Prince Edward Island has three (3) Counties; Kings, Queens and Prince counties.

Service Level Agreement (SLA): A service level agreement (SLA) is a contract between a service provider and the Government of Prince Edward Island, defining the terms and conditions of internet services to be offered.

Terms of Service: Minimum contractual term for a service including length of service, termination of service, support parameters, restrictions and ownership of hardware, software and costs.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Province of Prince Edward Island (“the Province”) to prospective Proponents to submit proposals for the implementation of Red Hat Enterprise Linux (RHEL), as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

The Province through IT Shared Services (“ITSS”) has initiated a strategy for the lifecycle replacement of the Province’s current Linux servers with Red Hat Enterprise Linux (RHEL). These servers are largely virtualized and hosted on prem. As ITSS is a shared services model organization, ITSS maintains networks to support different client organizations. It is the Province’s intention to use this opportunity to define standard work and step-by-step processes for staff to sustain a standard approach to the installation and configuration of RHEL servers.

As part of this RHEL implementation, the Province will be working with the successful Proponent to also implement centralized fleet management functionality. The Province will be procuring RHEL appropriate data center licensing for our environment separately and will include RHEL fleet management.

1.2 RFP Contacts

For the purposes of this procurement process, the “RFP Contacts” shall be:

Melanie Barlow
Procurement Officer
Finance / Office of the Comptroller
mcbarrow@gov.pe.ca

Ahmed Oduwaiye
Project Manager
Finance / ITSS
aooduwaiye@gov.pe.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province, other than the RFP Contacts or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into an agreement with the Province for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The initial term of the agreement will be for a period of **two (2) months**. The Province reserves the right to extend the agreement for two **one (1) month** extensions beyond the initial term, for an overall potential maximum of **four (4) months** in total. The pricing for the extension(s) must remain the same as the pricing agreed to for the initial term of the resulting agreement.

1.4 RFP Timetable

Issue Date of RFP	May 11, 2023
Deadline for Questions	June 8, 2023 @ 4:00PM Atlantic (Local PEI Time)
Deadline for Issuing Addenda	June 15, 2023
Submission Deadline	June 23, 2023 @ 2:00 PM Atlantic (Local PEI Time)
Anticipated Execution of Agreement	August 25, 2023

The RFP timetable is tentative only and may be changed by the Province at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted to:

PROCUREMENT SERVICES E-MAIL ADDRESS ONLY

procurementservices@gov.pe.ca

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the email address set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the delivery of its proposal to the exact email address indicated in this RFP on or before the Submission Deadline. The Province does not accept any responsibility for proposals emailed to any other email address by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Province's time clock at procurementservices@gov.pe.ca will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

Proponents should submit their proposal containing the following:

- 1) One (1) electronic copy of the technical proposal e-mailed to procurementservices@gov.pe.ca. Technical proposal should be prominently marked as "Technical Proposal" with the RFP title and number (see RFP cover) and the full legal name of the Proponent. Technical proposals should be comprised of:
 - a) Completed **Submission Form (Appendix B)**, signed by a duly authorized representative of the Proponent, and attached as a PDF file (a separate version of this Submission Form will be provided in the RFP document package for the Proponents to fill and sign);
 - b) Completed **Attachment 1 - Technical Proposal** which is submitted as MS Excel; and
 - c) other mandatory submission requirements, as applicable.

Financial information is **not** to be included in the technical proposal.

- 2) One (1) electronic copy of the **Attachment 2 – Financial Proposal** saved as MS Excel and e-mailed to procurementservices@gov.pe.ca. The financial proposal must be saved as a separate file from the technical proposal.

Financial proposal should be prominently marked as "Financial Proposal" with the RFP title and number (see RFP cover) and the full legal name of the Proponent.

Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials with their proposal.

The Province will not accept proposals submitted by **facsimile transfer, courier, mail, hand delivery or any other electronic means**.

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment prominently marked with the RFP title and number and the full legal name, send via email to procurementservices@gov.pe.ca, as set out in section 1.6. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The Province is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **Thirty (30)** days from the Submission Deadline.

1.6 Non-Disclosure Agreement

The Province has deemed certain information pertaining to Appendix D as confidential and sensitive in nature and requires Proponents to execute the Non-Disclosure Agreement attached as Appendix E. Proponents wishing to obtain access to this confidential and sensitive information must execute Appendix E and return an executed copy of Appendix E to the Province. Upon executing Appendix E and returning a copy to the Province, a Proponent will be granted access to the necessary confidential and sensitive information. Proponents are to submit the executed Appendix E to the designated contact:

Ahmed Oduwaiye

Project Manager

Finance / ITSS

aoduwaiye@gov.pe.ca

Proponents who do not execute Appendix E will not be granted access to the confidential and sensitive information.

In the event a Proponent does not wish to execute Appendix E, the Proponent may still submit a response to this proposal. Proponents who choose this route must be aware that they will be submitting responses without all of the information.

Proponents who do not execute Appendix E and submit a response to this RFP, will have their response evaluated as if they had been granted access to the confidential and sensitive information. The response will be evaluated on all of the information that could have been available to the Proponent had they executed Appendix E.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The Province will conduct the evaluation of proposals in the following three stages:

2.2 Stage I: Mandatory Submission Requirements, and Mandatory Technical Requirements

Stage I will consist of a review of two substages (Mandatory Submission Requirements, and Mandatory Technical Requirements). Stage I will be evaluated to determine which proposals comply with all the Mandatory requirements. Proposals that do not comply with all the Mandatory Submission requirements, and Mandatory Technical requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

Each proposal must include a completed **Submission Form (Appendix B)** signed by an authorized representative of the Proponent.

2.2.3 Attachment 1 – Technical Proposal

Each proposal must include **Attachment 1 – Technical Proposal** completed according to the instructions contained in the form and the RFP.

2.2.4 Attachment 2 – Financial Proposal

Each proposal must include **Attachment 2 – Financial Proposal** completed according to the instructions contained in the form and the RFP.

2.3 Stage II – Evaluation

Stage II will consist of a review of the Rated Criteria:

2.3.1 Mandatory Technical Requirements

The Province will review the proposals to determine whether the Mandatory Technical requirements as set out in the **RFP Particulars (Appendix D)** have been met. Questions or queries on the part of the Province as to whether a proposal has met the Mandatory Technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. Proposals that do not comply with all the Mandatory Technical requirements or do not meet the minimum threshold will be disqualified and not evaluated further.

2.3.2 Rated Criteria

The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the **RFP Particulars (Appendix D)**. The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation of rated criteria. Proponents who do not meet the minimum threshold score of the Total Points as indicated below, will not proceed to Stage III Pricing.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.4.1 Executive Summary	70 points	49 points
D.4.2 Understanding of Service Requirements	80 points	56 points
D.4.3 Proposed Approach/Process, Project Plan	90 points	63 points
D.4.4 Demonstrated Expertise	80 points	56 points
D.4.5 Project References	70 points	49 points
D.4.6 Proposed Project Manager / Lead, Resume and References	55 points	38.5 points
D.4.7 Proposed technical Resource(s), Resume, References, Experience, and Qualifications	80 points	56 points
D.4.8 Resource Management	80 points	56 points
D.4.9 Management of Project Risk	70 points	49 points
D.4.10 Added Value	25 points	N/A
Subtotal A – Technical Response	700 points	472.5 points
Stage III Pricing – (Attachment 2 – Financial Proposal)	300 points	N/A
Subtotal B – Pricing	300 points	N/A
Total Points	1,000 points	N/A

The Province reserves the right to reduce the overall score if a Proponent's requested changes to **Appendix A – Form of Agreement** are deemed by the Province to be detrimental to the Province. Proponents, as per section **3.1.11 Declaration of Contract Intension** and **Appendix B – Declaration of Contractual Intentions** are to identify any requested changes they wish to make to **Appendix A – Form of Agreement**.

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the **Submission Pricing Form (Appendix C)** and **Attachment 2 – Financial Proposals**. The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed.

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each Proponent will be ranked based on its total score. The Proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with the Province, the Proponent shall thereafter be known as the successful Proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by the Province with a Proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.4 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

3.1.5 No Incorporation by Reference

The entire content of the Proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.6 References and Past Performance

In the evaluation process, the Province may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the Province.

3.1.7 Information in RFP Only an Estimate

The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.8 Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.9 Proposal to be retained by the Province

The Province will not return the proposal, or any accompanying documentation submitted by a Proponent.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Province makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement to be negotiated with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The Province may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the Province.

3.1.11 Declaration of Contract Intentions

As outlined in the Submission Form (Appendix B), the Proponent must prepare a declaration of its intentions regarding the terms of the Agreement (the "Declaration"). The Declaration should be included as part of your Submission Form (Appendix B) with your Proposal. Failure to include a completed Declaration may be grounds for disqualification. If the Proponent wishes to request alterations to the Agreement Form (Appendix A), these alterations should be identified in the Declaration. The extent of the alterations to the Agreement Form (Appendix A) will be taken into account when evaluating proposals. The Proponent who requests what, in the sole opinion of the Province, are multiple changes or is a major change to the Agreement Form (Appendix A), risks having its score reduced. Therefore, requested alterations should reflect only those alterations that the Proponent considers to be vital to its proposal.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult:

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Province will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the **Prince Edward Island Tendering Site**. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Province and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Province determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Province may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, the Province may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars (Appendix D). The Province may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

The Province will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement in the form attached as **Appendix A** to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of the Province's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by the Province with a Proponent, notification of the outcome of the Procurement process will be posted on the **Prince Edward Island Tendering Site**.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

The Province may disqualify a Proponent for any conduct, situation or circumstance, determined by the Province, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the **Submission Form (Appendix B)**.

3.5.2 Disqualification for Prohibited Conduct

The Province may disqualify a Proponent, or terminate an agreement entered into if the Province, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A Proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the Province, and then only in coordination with the Province.

3.5.5 No Lobbying

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Province; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

The Province may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Province's past experience with the Proponent within the 18 month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to the Province by any references of the Proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of the Province

All information provided by or obtained from the Province in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the Province and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Province; and
- (d) must be returned by the Proponent to the Province immediately upon request of the Province.

3.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/legislation/all/all/a>

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") governs the collection, use and disclosure of personal information by the Province and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/legislation/all/all/a>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

The Province reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the Province has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Province's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the federal laws of Canada applicable therein.

3.8 Participation of Eligible Public Sector Entities

By submitting a proposal in response to this RFP, a Proponent irrevocably undertake and agrees that if successful, and following execution of an agreement with the Province, it will make the specified goods and/or services available to any public sector entity eligible to participate in this procurement process upon request by a public sector entity seeking access to those goods and/or services, provided however, that the Proponent's obligation to allow participation by other public sector entities does not extend to circumstances in which the Proponent would have to make capital or operational expenditures specifically in order to accommodate subsequent requests for goods or services by public sector entities.

The Proponent may only provide the goods and services specified under this RFP to additional entities by entering into a separate agreement with the new entity, which shall contain the following minimum terms:

- (a) Any agreement the successful Proponent enters into with an eligible public sector entity shall be on the same terms and conditions, including pricing and expiry date, contained in the agreement it enters into for the same goods and/or services with the Province under this RFP.
- (b) The Proponent and the other entity acknowledge and agree that the Province will not have any contractual or financial obligation or any other liability to either the Proponent or the other entity for any matter arising under the agreement or through the provision of goods and services specified in this RFP and, without limiting the foregoing, the Proponent and other entity acknowledge and agree that:
 - The Province will not be liable or responsible for any act or omission of the other entity in relation to the other entity's access to the provisions of goods or services under this RFP;
 - The other entity will make its own enquiries and satisfy itself as to the suitability of the Proponent or its products or services for the other entity;
 - The other entity will be responsible for obtaining its own professional advice, including its own independent legal advice, and for including any additional business and legal terms and conditions in the other entity's agreement as may be necessary and appropriate in its specific circumstances; and
 - The other entity will be responsible for its own contract administration with the Proponent and will not direct any Proponent service issues that may arise to the Province.

For the purposes of this section, a public sector entity means any provincial government or provincially funded entity in Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations.

APPENDIX A – FORM OF AGREEMENT
Sample Contract

MEMORANDUM OF AGREEMENT
[INSERT NAME OF AGREEMENT HERE]

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by
the Minister of _____,

(hereinafter referred to as "Government")

OF THE FIRST PART;

AND: _____
of _____
in _____ County, Province of _____,

(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

WHEREAS Government wishes to engage the services of the Contractor to carry out the services described in Schedule "A" attached hereto;

AND WHEREAS the Contractor has agreed to provide Government with these services on certain terms and conditions as more particularly set out in this Agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Definitions

1. In this Agreement, the following definitions apply:
 - (a) "Agreement" means this Memorandum of Agreement and all attached schedules, and "Memorandum of Agreement" means this Agreement excluding all attached schedules;
 - (b) "Contractor" means [INSERT CONTRACTOR'S FULL LEGAL NAME HERE];
 - (c) "Fiscal Year" means a 12 month period beginning on April 1st in a year and ending on March 31st in the following year;

- (d) "Government" means Government of Prince Edward Island, as represented by the Minister of Finance;
- (e) "Parties" means Government and the Contractor, and "Party" means either of them as the context requires;
- (f) "Term" has the meaning provided in paragraph 3;
- (g) "Work" has the meaning provided in paragraph 2.

Covenants of the Contractor and Government

- 2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to Government.
- 3. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the ____ day of ____, 20__, and end on the ____ day of ____, 20__ (the "Term").
- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the ____ day of ____, 20__. It is further agreed that the amount of \$____ is the maximum amount to be paid for the Work and includes all amounts which may be owed for the Work done since ____ day of ____, 20__.

Payments, Records and Accounts

- 4. Government shall make payments to the Contractor in the following manner:
 - (a) Payment for the Work shall be at the rate of \$____ per hour, excluding taxes, but in no case shall the total payment exceed \$____;
 - OR
 - (a) Payment for the Work shall be a lump sum of \$____, excluding taxes, payable on the ____ day of ____, 20__.
 - OR
 - (a) Payment for the work shall be by installments of \$____, excluding taxes, payable as follows [*i.e. List dates (milestones) when payments will be made including amount to be paid on each date*]
 - AND, IF APPLICABLE
 - (b) Government shall pay all expenses of the Contractor, exclusive of all taxes, up to a maximum of \$____, based on expenses actually incurred and verified by receipt.
 - (c) The payments described herein shall be paid upon the basis of the submission, by the ____ day of ____, 20__, of a detailed statement together with all necessary receipts. Such statements shall be submitted to Government, and Government shall pay the amount owing within ____ days of receipt.

- (d) All payments are subject to a hold back of an amount equal to ___% of the amount billed. The hold back shall be paid upon completion and acceptance of the Work.
- OR
- (d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
- (e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
- (f) Subject to statutory limitations, the Contractor shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax, Harmonized Sales Tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of employers' obligations. The Contractor agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.

https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual_9.05.pdf

<https://psc.gpei.ca/sites/psc.gpei.ca/files/9.08%20AlcoholDrugandMedicationPolicy.pdf>

https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf

- (c) The Contractor, before undertaking any Work, shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
 - (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.
7. Any payment under this Agreement is subject to a Provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which the payment is to be made.

Reports

- 8. (a) The Contractor shall make interim reports as Government may direct.
- (b) The Contractor shall prepare and submit a draft final report for review and approval of Government not later than the ____ day of ____ 20__. Government shall either signify its approval or note the deficiencies in writing to the Contractor within ____ days of its submission. The final report shall be submitted to Government not later than the ____ day of ____, 20__, unless the Parties agree otherwise in writing.

Administration

- 9. Subject to any specified time schedule or location where the Work is to be performed as may be set forth in Schedule "A" attached hereto, the Work is to be performed at the locations specified in Schedule "B" - Locations of Work to Be Performed and the Contractor shall follow the same time schedule as applicable to employees of Government.
- 10. Government shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

- 11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mailed to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant to and in

accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.

12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public. Without limiting the foregoing, the Parties confirm that they have executed a Non-Disclosure Agreement, a copy of which is attached as Schedule "C" to this Agreement.
14. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.
- (b) The Parties agree that Government owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
- (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act*, R.S.C. 1985, c. C-42.
15. (a) Each person on behalf of the Contractor who properly requires access to any application involved in this Agreement is required to, and shall only use, a unique user name and password assigned by Government exclusively to that person for that person's sole use. For greater certainty, this requirement applies to any person who is accessing any test or production data residing on any Government server or network, and any copies of such data authorized to temporarily reside on the servers or networks of the Contractor.
- (b) Before beginning the Work, the Contractor agrees to execute Government's Acceptable Use Agreement, a copy of which is attached hereto as Schedule "D".

Conflict of Interest

16. The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Contractor of an actual or potential conflict of interest, Government, in its sole discretion, may either:
- (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
 - (b) terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

17. The Contractor acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to release of any information.
18. The Contractor acknowledges and agrees that, in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

19. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
20. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to Government:

- (a) Commercial General Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
- Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;
 - Broad Form Property Damage; and
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
- (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars.
- (c) Professional Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars on a claims made basis, subject to an annual aggregate limit of Two Million (\$2,000,000.00 CAD) Dollars insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of six (6) years following completion of the Work.
- (d) The Contractor shall maintain, as a minimum, cyber liability insurance providing not less than Two Million (\$2,000,000.00 CAD) Dollars coverage per claim, covering loss arising out of the security and privacy breach of confidential information, media content liability, and network interruption, security and privacy liability, regulatory fines and penalties resulting from a data breach of confidential information, issues or proceedings and shall be extended to include loss caused by cyber extortion, failure to secure a computer system, event management (crisis response), introduction of malicious code, denial of service attacks, and coverage for the expenses involved following a security failure or privacy event to restore, recreate or recollect.
- (e) The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

Memorandum of Agreement to Prevail

21. In the event of any conflict or inconsistency between Schedule "A" to this Agreement and the Memorandum of Agreement, the Memorandum of Agreement shall prevail, to the extent of the conflict or inconsistency.

General

22. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
23. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
24. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
25. This Agreement, including Schedules "A", "B", "C" and "D" constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
26. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
27. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.

28. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED)	Government of Prince Edward Island,
in the presence of:)	as represented by the Minister of Finance
)	
)	
)	
_____)	_____
)	

SIGNED, SEALED & DELIVERED)	[INSERT CONTRACTOR'S FULL
in the presence of:)	LEGAL NAME HERE]
)	
)	
)	
_____)	_____
)	Authorized Signing Officer

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SCHEDULE "A"

TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR

DATED THE ____ DAY OF _____, 20__

STATEMENT OF WORK

Objective:

Contractor Responsibilities:

Government Responsibilities:

Deliverables with Timeline:

Additional Financial Information:

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SCHEDULE "B"

TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR

DATED THE _____ DAY OF _____, 20____

LOCATIONS OF WORK TO BE PERFORMED

Locations of work will be primary in Charlottetown, Prince Edward Island. The locations may include the following sites:

**SCHEDULE "C"
NONDISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is hereby made between the Government and the Contractor and is dated as of this _____ day of _____, 20_____[USE THE SAME DATE HERE AS THE DATE OF THE AGREEMENT, OR SUCH EARLIER DATE AS MAY BE NECESSARY

For the purposes of providing professional information technology services as more particularly described in the Agreement to be entered into between the Parties, which Agreement is even dated herewith ("the Agreement"), the Government may be disclosing information to the Contractor that is of the strictest of confidence ("the information"). Therefore, the Contractor agrees that it shall:

1. a) Use the information solely for the purpose stated in the Agreement;
- b) Restrict disclosure of the information to those employees of the Contractor required to know such information in order to accomplish the purpose stated in the Agreement;
- c) Advise each such employee, before he or she receives access to the information, of the obligations under this Non-Disclosure Agreement and require each such employee to maintain these obligations; and
- d) Within ten (10) days following a request of the Government, return to the Government all documentation, diagrams, computer media and other materials containing any portion of the information, or confirm to Government, in writing, the destruction of such materials.
2. The information shall remain the sole property of Government.
3. The rights and obligations of the Parties under this Non-Disclosure Agreement may not be sold, assigned or otherwise transferred.
4. Notwithstanding the date of execution of this Non-Disclosure Agreement, the Parties agree that it is effective as of the date first above written and that it will continue in effect indefinitely, unless terminated in writing by either Party. However, the Contractor's obligations of confidentiality and restrictions on use of the information disclosed by Government shall survive any termination of this Non-Disclosure Agreement.

GOVERNMENT OF PRINCE EDWARD ISLAND

as represented by the Minister of Finance (or designate with signing authority)

Signed: _____
Name: _____
Date: _____

[INSERT NAME OF CONTRACTOR HERE]

Signed: _____
Name: _____
Date: _____

SCHEDULE "D"**Government Provided Computer Technology
Acceptable Use Agreement – External Contract Users**

Government requires this Acceptable Use Agreement to be executed by all external contractors in order to protect Government, Government employees and all information in Government's custody or under the control of Government or a public body.

This Acceptable Use Agreement ("Agreement") applies to the contractor and all agents, officers and employees of the contractor who are using Government provided Computer Technology (hereafter each are referred to as the "Contractor").

The confidentiality, integrity and availability of Government provided Computer Technology used inside or outside of Government facilities, that contains confidential and personal information, must be preserved at all times. Access to this Government provided Computer Technology is granted to the Contractor only under the following conditions:

1. Government provided Computer Technology is to be used by the Contractor to support authorized programs and services.
2. The Contractor must use only system information technology which the Contractor is authorized to use and shall use such only in the manner and to the extent authorized. Ability to access information technology resources does not, by itself, imply authorization to do so.
3. Changing any Government provided computer system configuration is not permitted unless approved by Government.
4. Personal use of Government provided Computer Technology is to be of an appropriate nature that will not incur additional cost or increased risk to Government. Such Computer Technology is not to be used for any personal activity that may cause embarrassment to the Contractor or Government and must not be used to access or promote inappropriate sites, including but not limited to pornography, racism, hatred, gambling, obscenity or any illegal activities.
5. The Contractor is responsible and accountable for the use of the Contractor's user ID, passwords and other access control items in possession of the Contractor for Government's Computer Technology. They are not to be shared.
6. The bandwidth available to Government is limited. Therefore the use of streaming audio and video (e.g. Online radio, YouTube, etc.) should be limited to only those streaming audio and video links necessary to complete the work contracted for.
7. Removal of, or alterations to, Government provided Computer Hardware or components must be approved by Government.
8. Prior to downloading or installing Computer Software on Government-provided Computer Hardware, confirmation of acceptability must be obtained from Government.

9. The Contractor must not violate the privacy of other users and their accounts, regardless of whether those accounts are securely protected. Technical ability to access other’s accounts does not, by itself, imply authorization to do so.
10. The Contractor must not intentionally access or use any Government data which is not necessary for the completion of the work being performed under the contract.
11. The Contractor’s computer shall not be left unattended while the Contractor is logged on to the Government network. A password protected screen saver is required to reactivate a session after 5 minutes of inactivity.
12. Work related Electronic Data must be stored on the Government-provided file server where possible. If work related Electronic Data is not stored on the file server it is the Contractor’s responsibility to prepare and maintain backup copies in accordance with Government policies, the *Archives and Records Act* and the *Freedom of Information and Protection of Privacy Act*.
13. Willful or intentional violations of this Agreement will, at the sole option of Government, result in immediate termination of contract, as well as the pursuit of all other legal remedies available at law.
14. The Contractor understands and agrees that when the contract with Government ceases, for whatever reason, the authorization to use the Government-provided Computer Technology and system also ceases.

The Contractor hereby acknowledges and agrees as follows:

The definitions attached as a schedule to this Agreement apply to this Agreement.

The Contractor has read and understands this Agreement and recognizes that technical monitoring takes place to protect the Government system and ensure all users are complying with Government policy.

The Contractor agrees to comply with this Agreement and, without limiting the foregoing, agrees to access and use the Government provided Computer Technology only in accordance with the terms and conditions set out in this Agreement. **(Please type or print your name below, and sign and date before a witness)**

Name of User	User Signature	Date
Name of Witness	Witness Signature	Date

Definitions

The following definitions apply to this Acceptable Use Agreement:

Computer Hardware means workstations, stand-alone computers, network computers, laptops, notebooks, servers, PDAs, Blackberries and any other peripherals.

Computer Software means written programs, procedures or rules and associated documentation pertaining to the operation of a computer system, which includes packaged software, downloadable executable, screen savers, macro, freeware and shareware.

Computer Technology means Government computer systems and includes all hardware, software, and Electronic Data.

Electronic Data means Government data that is stored and readable in electronic form without regard to the hardware or software used to produce the Government data, excluding Computer Software.

APPENDIX B – SUBMISSION FORM**B.1 Proponent Information**

Please fill out the following form, naming one person to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

B.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

B.3 Mandatory Forms

The Proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	
Attachment 1 – Technical Proposal	
Attachment 2 – Financial Proposal	

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP, the **Pricing Form (Appendix C)**, and **Attachment 2 – Financial Proposal**. The Proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the Province.

B.6 No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

B.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Province in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the Province within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

B.8 Proposal Irrevocable

The Proponent agrees that its proposal shall be irrevocable for a period of **Ninety (90)** days following the Submission Deadline.

B.9 Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Province to the advisers retained by the Province to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 Declaration of Contract Intentions

The successful Proponent will be expected to sign an Agreement with the Province (**Appendix A**) that will govern all aspects of the project and the Deliverables. While the Province has prescribed the required terms and conditions in the Agreement form (**Appendix A**) to be used for this purpose, alterations that the Proponent wishes to request in its proposal may, at the sole option of the Province, be given consideration in accordance with section 3.1.11 of this RFP.

The Proponent must complete the following Declaration of Contract Intentions (“Declaration”) to advise the Province of its intentions regarding the Agreement terms and conditions, as more particularly set out below.

By signing this Submission Form (**Appendix B**), the Proponent has duly noted and agrees to the terms of the Agreement form (**Appendix A**) referenced in the RFP.

Check only one:

- If accepted as the successful Proponent for this RFP, the Proponent accepts the Agreement form (**Appendix A**) as set out in the RFP, and will execute this Agreement without alterations.
- If accepted as the successful Proponent for this RFP, the Proponent accepts the Agreement form (**Appendix A**) as set out in the RFP but with the requested alterations as identified below. The Proponent understands the consequences of requesting these alterations, and accepts that the Province may need to discuss these requested alterations with the Proponent before any Agreement will be agreed to by the Province in accordance with section 3.1.11 of the RFP.

1. <describe desired alteration>

2. <describe desired alteration>

3. <describe desired alteration>

B.11 Execution of Agreement

The Proponent agrees that in the event its proposal is selected by the Province, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – SUBMISSION PRICING FORM

C.1. Instructions on How to Complete Submission Financial Proposal

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges.

C.2. Evaluation of Pricing

Pricing is worth **[300]** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Financial Proposal. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate

----- x Total available points = Score for second-lowest rate
Second-lowest rate

Lowest rate

----- x Total available points = Score for third-lowest rate
Third-lowest rate

And so on, for each proposal.

C.3. Pricing Form

Bidders should propose a financial model that clearly defines how they propose to be compensated for all of the required services.

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

C.4. Fixed Cost – Time and Materials for Initial Contract Period

Prepare the following table for inclusion in your proposal:

Cost Element	Cost (CDN)
Per Diem Rates (Attachment 2 – Financial Proposal, Schedule 1)	\$
Travel and Project Expenses (Attachment 2 - Financial Proposal, Schedule 2)	\$
Other Expenses (Attachment 2 - Financial Proposal, Schedule 3)	\$
Total	\$

C.5 Per Diem Rates

Prepare the following table for inclusion in your proposal. Identify the names of all persons who will contribute to the performance of the required services, and their per diem rate (Attachment 2 - Financial Proposal, Schedule 1) Per Diem rates are based on a **seven and half-hour work day**, and do **not** include taxes.

Name	Per Diem Rate	Number of days assigned to the project
	\$	\$
	\$	\$
	\$	\$

C.6 Travel and Project Expenses

Estimate the travel and living expenses associated with any proposed personnel who will need to travel to and from the primary work location, in order to perform the required work to implement RHEL. Provide relevant details to support your estimates. These are to be included in your estimated costs (Attachment 2 - Financial Proposal , Schedule 2). The Province anticipates the work will be completed remotely, but will evaluate proposals which include an on-site component.

C.7 Other Expenses

Estimate any other project expenses that may be incurred, once the proposed personnel are onsite at the primary work location (Attachment 2 - Financial Proposal, Schedule 3). These types of expenses will require **prior approval** from the client organization after the contract begins and must comply with Prince Edward Island Government standards. Provide relevant details to support your estimates. These are to be included in your estimated costs.

APPENDIX D – RFP PARTICULARS

D.1 THE DELIVERABLES

This Request for Proposals (the “RFP”) is an invitation by the Province Prince Edward Island (“the Province”) to prospective Proponents to submit proposals for the **Implementation of Red Hat Enterprise Linux (RHEL)** as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

The Province through IT Shared Services (“ITSS”) has initiated a strategy for the lifecycle replacement of the Province’s current Linux servers with Red Hat Enterprise Linux (RHEL). These servers are largely virtualized and are hosted on premise. As ITSS is a shared services model organization, ITSS maintains some separate networks for our different client organizations, with Linux servers being present in each network. It is the Province’s intention to use this opportunity to define standard work and step-by-step processes for staff to sustain a standard approach to the installation and configuration of RHEL servers.

As part of this RHEL implementation, the Province will be working with the successful Proponent to also implement centralized fleet management functionality. The Province will be procuring RHEL appropriate data center licensing for our environment separately and will include RHEL fleet management..

The Province is requesting external expert-level resource(s) to support the implementation of RHEL as a standard operating system in the Province’s environment and to define step-by-step processes to ensure the standards are maintained.

The scope of services will be to assist with requirements gathering, design, configuration, and migration planning of the move from the existing servers to new RHEL instances. The work also includes the documentation of configurations, processes, and procedures to support and sustain standard work going forward. The following outlines the key deliverables, along with the main activities expected for each.

- **Implement RHEL**
 - Document current Linux environment to identify Province workloads for the sake of identifying required baseline configurations;
 - Provide recommendations for RHEL baseline configuration(s) (operating system, security hardening, patching cycle, etc.) for each identified workload;
 - Generate full documentation for each required RHEL baseline configuration(s), along with any required configuration instructions and best practices; and
 - Configuration of licensing in the Red Hat portal as required and documenting any processes/procedures related (with a step-by-step approach).

- **Implement Red Hat Smart Management (Satellite)**
 - Design and implement an Enterprise wide Satellite deployment that allows for management of servers across multiple networks and data centers;
 - Implement documented RHEL configuration standards in Satellite, including configuration drift reporting;
 - Document and build patch management procedures inside of Satellite; and
 - Document the Satellite infrastructure as implemented and provide staff with a step-by-step process/procedure documentation for the workload configurations.

- **Implement IdM**
 - Design and implement an Enterprise wide IdM solution that integrates servers on the Province's three networks to our AD infrastructure; and
 - Document the IdM infrastructure as implemented.

- **Migration Planning**
 - Identify and document a repeatable "step-by-step" process for migrating existing workloads to new RHEL instances, utilizing the supporting infrastructure that is being provisioned above;
 - Document any potential issues or points of concern for each type of workload identified in the legacy server fleet.

- **Key Deliverables of this engagement will include:**
 - Documentation of current environment, highlighting the areas important to the process outlined;
 - Documented standards of configuration for each identified workload type including best practices;
 - Documented process for implementing/renewing/updating licenses;
 - Documented as-built design for Red Hat Satellite environment, and process/procedures for patch and configuration management;
 - Documented as-built design for Red Hat Identity Management; and
 - Documented migration strategies/plan, along with a presentation session(s) with question/answer and knowledge transfer to ITSS staff.

All documentation should be provided to ITSS in an editable / updateable format.

- Proponents are expected to provide the schedule of availability for the proposed resource(s), as well as a project plan outlining the intended duration of the engagement;
- The successful Proponent will review the current environmental state, via both documentation and information gathering and document any actions required to support the implementation of the components and services.
- The successful Proponent will work with ITSS resources on all stages of the process and provide knowledge transfer related to the work (by demonstration, documentation, and training (if required)).
- The successful Proponent shall provide the services necessary to fully manage tasks and subtasks in this RFP to successfully complete the deliverables.
- Any installation of tools the proponent requires to complete the engagement will follow the procedures of ITSS's change management process.
- All information and data from this engagement is the sole property of the Province and will not be distributed to any third party unless written authorization is attained.

D.2 MATERIAL DISCLOSURES

To receive details on individual servers, data centers, and other technical information, Proponents must submit **Non-Disclosure Agreement – Appendix E** that has been signed by a duly authorized representative of the Proponent and submit it to the contact designated in section 1.6.

Information such as the above-mentioned will be provided when an NDA is duly signed and returned.

D.3 MANDATORY TECHNICAL REQUIREMENTS

The following outlines the mandatory technical requirements, along with the main activities expected for each:

D.3.1 Proponent Resource

D.3.1.1 Skills/Certification

Proponents must provide resource(s) with skills/certification similar to a Red Hat Certified Engineer (RHCE), with extensive experience implementing and supporting RHEL in an enterprise environment.

D.3.1.2 Demonstrated Knowledge

The resource(s) must have demonstrated extensive knowledge of:

- Red Hat Identity Management;
- Red Hat Satellite; and
- Migration of legacy systems to RHEL instances.

D.3.1.3 Resumes

The Proponent must submit the individual resumes for each proposed resource as part of the proposal. The resumes must be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope that are required by this RFP.

Each resume must include references where the proposed individual(s) served in a similar role, including:

- Name of organization
- Name, title, telephone number and email of a contact for the organization
- Brief description of the scope, complexity, dates and duration of the project
- Role of proposed individuals played in the referenced project

D.4 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

- The Proponent should explain their proposed approach and design implementing Red Hat Enterprise Linux (RHEL).

- The Proponent should explain their proposed approach and design implementing Red Hat Smart Management (Satellite).
- The Proponent should explain their proposed approach and design implementing IdM.
- The Proponent should explain their proposed approach and design to migrate existing workloads to new RHEL instances.
- The Proponent should explain their proposed approach and design to review the current environmental state, via both documentation and information gathering.

The Proponent should describe their ability to manage tasks and subtasks related to the above-stated Mandatory Technical Requirements (D.3).

D.4.1 Executive Summary

Proponents are to provide a **1-2 page summary** of their technical response, highlighting the key features of their proposal. It should allow the Province's evaluation team to quickly gain an overall perspective of a Proponent's proposal, prior to reviewing it in detail. This should outline the alignment of proposed resources skill set and experience to the goals of this RFP.

D.4.2 Understanding of Service Requirements

Proponents are to provide a 1-2 page summary of their understanding of the RFP requirements defined in this RFP. This content should be expressed in the Proponent's own words and not simply recite the requirements as defined in this RFP.

D.4.3 Proposed Approach/Process and Project Plan

Describe the **approach and/or process** proposed to address the RFP requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project.

Also provide a **project plan** that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

D.4.4 Demonstrated Expertise

Outline experience with comparable projects. Describe any similarities to or differences from this project.

D.4.5 Project References

Provide **three project references** for any work done by you in the past **three (3)** years that is similar in nature to the requirements defined in this RFP. Select references that are similar to the Province, and provide a contact name, along with their phone number, fax number and email address. The reference information provided should identify the size of the projects conducted for the reference as well as

demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

D.4.6 Proposed Project Manager / Lead, Resume and References

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP. This is expected to include the following:

- Excellent coordination, communication, and documentation skills
- Issue and risk resolution related to RHEL implementation
- PMP Certification or its equivalent
- Experience in project managing RHEL implementations

Identify the **project manager** proposed for this project and describe their experience.

Include **their resume**. This should be structured to emphasize their relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP.

Include their **resume**. This should be structured to emphasize their relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP.

The resume should include **at least two project references**, including:

- Name of organization
- Name, title, telephone number and email of a contact for the organization
- Brief description of the scope, complexity, dates and duration of the project

D.4.7 Proposed Technical Resource(s), Resume, References, Experience, and Qualifications

The Proponent should be able to demonstrate that its **proposed team as a whole** meets or exceeds the RFP requirements. Prepare the table below to identify **all** personnel who will be assigned to the project and contribute to (i) the **routine management** and/or (ii) the **performance** of the required services. As shown, provide each person's name, title, role on this project, experience in this role and their respective employment status.

Name	Title	Project Role	Role Experience (# months)	Employment Status (E = employee, C = contractor, P = partner)

- Proponents should provide resource(s) with skills/certification similar to a Red Hat Certified Engineer (RHCE), with extensive experience implementing and supporting RHEL in an enterprise environment.
- The resource(s) should have demonstrated extensive knowledge of:

- Red Hat Enterprise Linux in a large, distributed environment
- Red Hat Identity Management
- Red Hat Satellite
- Migration of legacy systems to RHEL instances
- Excellent communication and documentation skills
- Preference will be given to proponents with experience in a public sector environment, in particular a Shared Service model.

The Province encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If sub-contractors or partners of a Proponent are permitted for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) provided and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a Proponent's 'own resources' will be used.

Submit the individual **resumes** for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP.

Each resume should include **at least two project references** where the proposed individual served in a similar role, including:

- Name of organization
- Name, title, telephone number and email of a contact for the organization
- Brief description of the scope, complexity, dates and duration of the project
- Role the proposed individual played in the referenced project

D.4.8 Resource Management

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

The Province acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the Proponent, or is otherwise unavailable to the Proponent at the time of the service requirement. In these cases, the Proponent agrees to provide **replacement resources with equivalent (or greater) experience and capability**, and the selection of the replacement resources will be subject to the approval of Government.

In the proposal, describe the process that would be used for including Government in the selection of replacement resources and for securing Government's approval. Describe how changes in the project manager in particular would be handled, if this becomes necessary.

If new service requirements emerge during the project, Government will make every effort to provide the successful Proponent with as much advance notice as possible. Describe the process and typical timelines involved in making **additional resources** available to this project.

Describe the process that would be used to resolve a situation where Government concludes that an assigned resource from the Proponent is **not performing** their responsibilities adequately.

D.4.9 Management of Project Risk

Identify the potential risks that would be expected to emerge during this project.

Describe the respective impact(s) of these risks on the project itself and/or on any relevant business area(s) within the Province, and assign a severity on a defined scale.

Outline risk mitigation strategies.

D.4.10 Added Value

'Added value' is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these. Describe the aspects of your proposal believed to result in notable added value for this project and/or the Province as a whole.

APPENDIX E – NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement is hereby made between the Government and the Proponent and is dated as of this _____ day of _____, 20_.

For the purposes of providing professional information technology services as more particularly described in the Agreement to be entered into between the Parties, which Agreement is even dated herewith (“the Agreement”), the Government may be disclosing information to the Proponent that is of the strictest of confidence (“the information”). Therefore, the Proponent agrees that it shall:

5. a) Use the information solely for the purpose stated in the Agreement;
 - e) Restrict disclosure of the information to those employees of the Proponent required to know such information in order to accomplish the purpose stated in the Agreement;
 - f) Advise each such employee, before he or she receives access to the information, of the obligations under this Non-Disclosure Agreement and require each such employee to maintain these obligations; and
 - g) Within ten (10) days following a request of the Government, return to the Government all documentation, diagrams, computer media and other materials containing any portion of the information, or confirm to Government, in writing, the destruction of such materials.
6. The information shall remain the sole property of Government.
 7. The rights and obligations of the Parties under this Non-Disclosure Agreement may not be sold, assigned or otherwise transferred.
 8. Notwithstanding the date of execution of this Non-Disclosure Agreement, the Parties agree that it is effective as of the date first above written and that it will continue in effect indefinitely, unless terminated in writing by either Party. However, the Proponent’s obligations of confidentiality and restrictions on use of the information disclosed by Government shall survive any termination of this Non-Disclosure Agreement.

GOVERNMENT OF PRINCE EDWARD ISLAND

as represented by the Minister of Finance (or designate with signing authority)

Signed: _____

Name: _____

Date: _____

[INSERT NAME OF PROPONENT HERE]

Signed: _____

Name: _____

Date: _____