

**REQUEST FOR PROPOSALS  
FOR**

**Facility Management System Software  
For the Public Schools Branch**

**Request for Proposal Number:**

**6168**

**Date Issued:**

**September 15, 2023**

**Submission Deadline:**

**October 3, 2023**

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## **PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the Public Schools Branch (PSB) to prospective Proponents to submit proposals for the provision of **Facility Management System Software** as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

The Public Schools Branch is requesting proposals from those interested in providing Facility Management System Software (“Services”) including but not limited to modules for creating & managing maintenance work orders and supplies/inventory management. The objective of this RFP is to make contractual arrangements with a qualified Service Provider for the supply of materials, labour, equipment and services to perform these requirements.

The Public Schools Branch encompasses all 56 English public schools across Prince Edward Island and serves approximately 19,000 students from Kindergarten to grade 12.

### **1.2 RFP Contacts**

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

**Regan MacLellan**  
**Manager of Property Services, Public Schools Branch**  
[rpmaclellan@edu.pe.ca](mailto:rpmaclellan@edu.pe.ca)

**Melanie Barlow**  
**Procurement Officer**  
**Department of Finance**  
[mbarlow@gov.pe.ca](mailto:mbarlow@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 Branch, 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 Public Schools Branch 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 **5** years. The Public Schools Branch reserves the right to extend the agreement for **five, one-year** extension(s) beyond the initial term, for an overall potential

maximum of **Ten** years in total. **After the initial five-year term, each additional year will be reviewed and awarded at the sole discretion of the Public Schools Branch.**

#### **1.4 RFP Timetable**

Issue Date of RFP	September 15, 2023
<b>Deadline for Questions</b>	<b>September 22, 2023 @ 4:00 PM Atlantic (Local PEI Time)</b>
Deadline for Issuing Addenda	September 26, 2023
<b>Submission Deadline</b>	<b>October 3, 2023 @ 2:00 PM Atlantic (Local PEI Time)</b>
Anticipated Execution of Agreement	November 1, 2023

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

#### **1.5 Submission of Proposals**

##### **1.5.1 Proposals to be submitted at the Prescribed Location**

###### **PROCUREMENT SERVICES E-MAIL ADDRESS ONLY**

Proposals must be submitted at: [procurementservices@gov.pe.ca](mailto:procurementservices@gov.pe.ca)

##### **1.5.2 Proposals to be submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the submission of its proposal to the exact e-mail location indicated in this RFP on or before the Submission Deadline. The Branch does not accept any responsibility for proposals e-mailed to any other e-mail location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Branch's time clock at procurement services will be deemed to be correct.

##### **1.5.3 Proposals to be submitted in Prescribed Format.**

Proponents should submit their proposal containing one (1) electronic copy saved as a Portable Document Format (PDF) to [procurementservices@gov.pe.ca](mailto:procurementservices@gov.pe.ca). The file name on the electronic copy should include an abbreviated form of the Proponent's name and RFP#. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials with their bid.

The Branch 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 by e-mail to [procurementservices@gov.pe.ca](mailto:procurementservices@gov.pe.ca) prominently marked in the subject line the word "Amendment" with the RFP title and number and the full legal name of the Proponent. 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 by e-mail prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The Branch is under no obligation to return withdrawn proposals.

#### **1.5.6 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of **Ninety (90)** days from the Submission Deadline.

#### **1.6 Non-Disclosure Agreement**

The Branch 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:

**Name: Regan MacLellan**

**Position: Manager of Property Services, Public Schools Branch**

**Email: [rpmaclellan@edu.pe.ca](mailto:rpmaclellan@edu.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.

## **PART 2 - EVALUATION OF PROPOSALS**

### **2.1 Stages of Evaluation**

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

### **2.2 Stage I: Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission 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 Submission Pricing Form (Appendix C)**

Each proposal must include a Submission Pricing Form (**Appendix C**) completed according to the instructions contained in the form.

### **2.3 Stage II: Evaluation**

#### **2.3.1 Mandatory Technical Requirements**

The Branch 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 Branch 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. If the Proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

#### **2.3.2 Rated Criteria**

The Branch 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 to the next stage of the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
D.4.1 Executive Summary	<b>15</b>	<b>10</b>
D.4.2 Understanding of Service Requirements	<b>15</b>	<b>10</b>
D.4.3 Proposed Approach/Process, Project Plan	<b>15</b>	<b>10</b>
D.4.4 Demonstrated Expertise	<b>10</b>	<b>5</b>
D.4.5 Project References	<b>5</b>	<b>3</b>
D.4.6 Proposed Project Manager, Resume and References	<b>5</b>	<b>3</b>
D.4.7 Proposed Resources Manager, Resume and References Experience and Qualifications	<b>5</b>	<b>3</b>
D.4.8 Resource Management	<b>5</b>	<b>3</b>
D.4.9 Management of Project Risk	<b>5</b>	<b>3</b>
D.4.10 Added Value	<b>5</b>	<b>3</b>
<b>Subtotal A</b>	<b>85 points</b>	<b>60 Points</b>
Stage III Pricing – (Appendix C – Submission Pricing Form)	<b>15</b>	
<b>Total Points</b>	<b>100</b>	<b>70</b>

#### **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)**. 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 Branch, 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 Branch with a Proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

## **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 Branch 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 Branch.

#### **3.1.7 Information in RFP Only an Estimate**

The Branch 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 Branch**

The Branch 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 Branch 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 Branch 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 Branch.

### **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 Branch is under no obligation to provide additional information, and the Branch 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 Branch 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 Branch, 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 Branch and will be deemed to have read all posted addenda.

### **3.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.3.4 Verify and Clarify**

During the evaluation process, the Branch 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 Branch 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 Branch 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 Branch'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 Branch 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 Branch 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 Branch may disqualify a Proponent for any conduct, situation or circumstance, determined by the Branch, 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 Branch may disqualify a Proponent, or terminate an agreement entered into if the Branch, 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 Branch, and then only in coordination with the Branch.

#### **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 Branch; 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 Branch 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 Branch, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Branch'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 Branch 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 Branch**

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

- (a) is the sole property of the Branch 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 Branch; and
- (d) must be returned by the Proponent to the Branch immediately upon request of the Branch

#### **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 Branch. The confidentiality of such information will be maintained by the Branch, 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 Branch 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 Branch 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 Branch**

The Branch 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 Branch 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 Branch and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Branch 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 Branch has at law.

### **3.7.2 Limitation of Liability**

By submitting a proposal, each Proponent agrees that:

- (a) neither the Branch 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 Branch'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 Branch of Prince Edward Island and the federal laws of Canada applicable therein.

## APPENDIX A - FORM OF AGREEMENT

**SAMPLE CONTRACT  
MEMORANDUM OF AGREEMENT  
NAME OF AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**     **Public Schools Branch**

\_\_\_\_\_

(hereafter referred to as "Branch")

**OF THE FIRST PART;**

**AND:**

\_\_\_\_\_

of \_\_\_\_\_

in \_\_\_\_\_ County, Province of \_\_\_\_\_,

(hereafter referred to as the "Contractor")

**OF THE SECOND PART.**

**WHEREAS** Branch 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 Branch 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 1<sup>st</sup> in a year and ending on March 31<sup>st</sup> in the following year;
  - d. "Branch" means Public Schools Branch of Prince Edward Island;
  - e. "Parties" means Branch 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 the Branch**

- 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 the Branch.
  
- 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 Work since the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Payments, Records and Accounts**

- 4. The Branch 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 [*ie. List dates (milestones) when payments will be made including amount to be paid on each date*]
  
- AND, IF APPLICABLE
- (b) The Branch shall pay all expenses of the Contractor, excluding 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 Branch and Branch 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 the submission and acceptance of the final report and completion 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 Branch. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Branch 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 Branch, 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 sales taxes, 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/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](https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf)
  - (c) The Contractor, before undertaking any Work shall provide to Branch 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 Branch in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the 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 Branch's fiscal year in which payment is to be made.

### **Reports**

8. (a) The Contractor shall make interim reports as the Branch may direct.

(b) The Contractor shall prepare and submit a draft final report for review and approval of Branch not later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Branch 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 Branch 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, Work is to be performed in the offices of Branch, and the Contractor shall follow the same time schedule as applicable to employees of Branch.

10. Branch 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, Branch 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 Branch and delivered to the Contractor by hand delivery, mail 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 Branch 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 Branch to the Contractor on account.

12. Notice in this Agreement is deemed to have been affected 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 Branch, unless the information, knowledge or data is generally available to the public.
  
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 Branch 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 Branch.
  
  - (b) The Parties agree that Branch 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 Branch, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Branch discovers or is notified by the Contractor of an actual or potential conflict of interest, Branch, in its sole discretion, may either:

- (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Branch; 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 Branch, 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. For further clarification, this indemnity shall not be limited in any way or degree by any insurance the Agent may have, nor by the limits of any such insurance, nor by any limit relating to amount of fees paid or not paid, nor by any percentage of fees, nor by any monetary amount or percentage thereof, and it shall endure after termination of this Agreement or any renewal thereof.
- 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 Branch:
  - (a) Commercial General Liability insurance in an amount not less than \$\_\_\_\_\_ (minimum Five Million **(\$5,000,000.00 CAD)** inclusive per occurrence against bodily injury and property damages. Public Schools Branch 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;
    - Personal Injury Liability;
    - Non-Owned Automobile Liability;
    - Cross Liability;
    - Employees as additional Insureds;
    - Broad Form Property Damage;
    - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Branch 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 \$ \_\_\_\_\_ (minimum One Million **(\$1,000,000.00 CAD)**)
- (c) Professional Liability insurance in an amount not less than Four Million **(\$4,000,000.00 CAD)** Dollars on a claims-made basis insuring the Contractor' 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 Vendor shall maintain, as a minimum, cyber liability insurance providing not less than Four Million (\$4,000,000.00 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 Branch. All required insurance shall be endorsed to provide Branch with 30 days' advance written notice of cancellation. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Branch 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 Branch prior to execution of this Agreement. Default of delivery to Branch or receipt by Branch 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 Branch.
- 23. This Agreement shall ensure 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 Branch of Prince Edward Island.
- 25. This Agreement, 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 executed this Agreement as of the date first above written.

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	<b>Public Schools Branch,</b>
In the presence of:	)	as represented by the Director of Corporate Services
_____	)	_____

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	
In the presence of:	)	
_____	)	_____
	)	Authorized Signing Officer

**SCHEDULE "A"**

**TO AGREEMENT  
BETWEEN  
THE PUBLIC SCHOOLS BRANCH  
AND  
THE CONTRACTOR**

DATED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**STATEMENT OF WORK**

**Objective:**

**Contractor Responsibilities:**

**Government Responsibilities:**

**Deliverables with Timeline:**

**Additional Financial Information:**

**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)**

<b>Name of User</b>	<b>User Signature</b>	<b>Date</b>
<b>Name of Witness</b>	<b>Witness Signature</b>	<b>Date</b>

## 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, Branch/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)	
Pricing Form (Appendix C)	
Technical Questionnaire (Appendix F)	

**B.4 Pricing**

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. 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 Branch.

**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 Branch 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 Branch 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 Branch to the advisers retained by the Branch 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 Branch, 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 - PRICING FORM

### 1. Instructions on How to Complete Submission Pricing Form

- (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, all costs of training and materials including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges

### 2. Evaluation of Pricing

Pricing is worth **15** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. 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.



**Pricing Form**

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

**APPENDIX C- SUBMISSION PRICING FORM**

See Attached

## **APPENDIX D - RFP PARTICULARS**

### **D.1 The Deliverables**

Facility Management system shall support both internal and external users via a web-based system allowing an unlimited number of users. The Facility Management System (FMS) provider shall provide a complete and operational FMS system per the requirements of this RFP. The product is to include all software, updates, specialized hardware, technical support, licensing, installation, commissioning, training, travel and any related expenses necessary to implement the system as described herein. The supplier is solely responsible for making the FMS accessible and operational on existing owner computers. The system is to be delivered complete, fully functional, fully documented and the Branch Personnel trained on its operation.

Estimated number of users are as follows:

- 150 Work order/Supply order creators
- 10 Approvers
- 30 Trades people
- 10 Contractors
- 10 Suppliers/Vendors

### **D.2 Material Disclosures**

The Branch's business systems that will be integrated with the FMS system are outlined below: M365 Microsoft Outlook, Microsoft Office. With support of MS Word, Excel.

Vendor shall be responsible to import staff information and categories, existing asset data, including attachment of pre-collected photos and documents to asset **records**, hazardous materials reports, etc.

Vendor shall be responsible to import existing vendor and supplier records, rate information and categories as well as prior work order records.

### **D.3 Requirements**

#### Mandatory Requirements

- Must be web based with mobile option, Multiple users and multiple approvers.
- Must have Work Order and Supply Management Modules.

#### Functional Requirements

- Work Order Modules
  - Ability to enter work order requests
  - Customizable approval Workflows
  - Assignment of jobs to internal tradesperson or external contractor
  - Recurring work order functionality
  - Notifications
  - Integration with Asset Management for preventative maintenance
  - Audit/history
  - Work orders flagged for hazardous substances
  - Planned completion dates by work type
  - Access to types of work permission based
  - Quick search functionality
  - Discussion tool for communicating with staff or contractors

- Customized view for creation of work requests by user group
- Work prioritization with automatic escalations
- Key Performance Indicator's
- Integration with GPS system to track service provider vehicles
- Reporting capabilities
- SaaS solution
- Mobile Responsive
- Integration with a Supplies/Inventory System
- Link SDS sheets with applicable products
- Integration into IDP (Independent Learning Platform)

#### Supply Management Module

- Web based software that allows multiple users/locations/buildings
- Ability to order from an approved products list with pictograms
- Capability to allow for multiple vendor products to be compiled into one list
- Allow for multiple approvers with order editing ability
- Provide inventory management through min/max supply levels
- Generate ordering schedules (i.e monthly standard orders)
- Generate reports by building, date, usage, sort by type (i.e – product name, type, size etc.)
- Cart creation by permission
- Integration with inventory management system
- Ability to create multiple catalogues for products
- Automatic cart and order collection through schedule
- Can send approved orders automatically to vendor
- Ability to set special order items
- Reporting capabilities
- Receive orders through mass actions
- Notification of partially received, backorder, discontinue items

#### Training

Vendor shall provide client consultation on system requirements, comprehensive training of all system users, network and hardware configuration as needed to support the FMS cloud-based system. Provide hard copy and electronic training material and user manuals for new users. Provide option of on-line accessible training. Provide ongoing technical support as needed.

#### Acceptance Testing

There will be a thirty **(30) day error free** testing acceptance period. Any errors, fixes or other changes to the system shall automatically re-set the "clock" for another thirty days, until all fixes are made, and the program runs error free.

If the PSB determines that the Product(s) do not perform substantially in accordance with the criteria as set forth in this document, the PSB will notify the vendor in writing of the specific discrepancies. If these discrepancies are not resolved in 45 days to the PSB's satisfaction, the PSB has the option of terminating the Contract, returning the Product(s), and receiving a total refund for all monies spent with the Vendor.

#### Inventory Management Module (optional)

- Manage inventory at multiple locations
- Integration with supply management
- Integration with work order system
- Set min/max desired quantities per location
- Track vendor, UPC, manufacturer
- Receive, reconcile, return and transfer materials
- Categorization of materials
- Reporting capabilities
- Inventory - Automated transactional email notifications

#### Asset Management Module (optional)

- Categorize assets by different types or portfolios
- Integration with work order system
- Ability to manage preventative maintenance through scheduling
- Track lifecycle & warranty information
- Ability to add custom fields for data capture
- Assign to specific users
- Reporting capabilities
- Asset retirement
- Add photos, documents and manuals
- QR link functionality
- Asset verification process
- Ability to copy an asset
- Mass import functionality
- Perform routine digital logs against assets

Technical Standards. Provided upon receipt of signed Non-Disclosure Agreement (NDA)  
See Appendix E

Technical Requirements  
See Appendix F

#### **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.

##### D.4.1 Executive Summary

Provide a **1-2 page summary** of your technical response, highlighting the key features of your proposal. It should allow the evaluation team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.

##### D.4.2 Understanding of Service Requirements

Provide a 1-2 page summary of your understanding of the RFP requirements defined in this RFP. This content should be expressed in your 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** years that is similar in nature to the requirements defined in this RFP. Select references that are similar to Government, and provide a contact name, along with his/her 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, 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:

Identify the **project manager** proposed for this project and describe his/her experience.

Include his/her **resume**. This should be structured to emphasize his/her 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 Resources, Resumes and References

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 his/her respective employment status.

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

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 Government, 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 aspect(s) of your proposal believed to result in notable added value for this project and/or Government as a whole.

## APPENDIX E - NON-DISCLOSURE 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 a comprehensive response to a Request for Proposal issued by Government, more particularly a response to **(insert title of RFP and RFP #)**, Government may be disclosing information to the Proponent that is of the strictest of confidence (“the information”). Therefore, the Proponent agrees that it shall:

1.
  - a) Use the information solely for the purpose stated in this Agreement;
  - b) 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;
  - 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 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: \_\_\_\_\_



## **APPENDIX F - TECHNICAL QUESTIONNAIRE**

See Attached