

**REQUEST FOR PROPOSALS  
FOR  
SUPPLY, INSTALLATION AND MAINTENANCE OF AN  
AUTOMATED VEHICLE LOCATION (AVL) SYSTEM  
For the Department Transportation, Infrastructure and Energy**

|                                     |                    |
|-------------------------------------|--------------------|
| <b>Request for Proposal Number:</b> | <b>5073</b>        |
| <b>Date Issued:</b>                 | <b>15-JUN-2018</b> |
| <b>Submission Deadline:</b>         | <b>10-JUL-2018</b> |

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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 Province Prince Edward Island (“the “Province”) to prospective Proponents to submit proposals for the provision of **the Supply, Installation and Maintenance of an Automated Vehicle Location (AVL) System**, as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

#### PURPOSE

The **purpose of this Request for Proposal** process is to select a Proponent to supply, install and maintain an automated vehicle location (AVL) system on the Province of Prince Edward Island’s highway maintenance vehicles including the Winter maintenance fleet.

The Province is requesting a lump sum price for the initial installation and setup of the system and a monthly per vehicle price for maintenance and service costs. The Province’s intent is to enter into a 36-month contract with the successful Proponent. The Province reserves the option of extending the contract for an additional two (2) 36-month periods providing the performance of the successful Proponent has been satisfactory during the initial term of the contract. The two (2) 36-month extensions would be negotiated and subject to the agreement of both parties.

### 1.2 RFP Contact

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

**Stephen Szwarc**  
**Director of Highway Maintenance**  
[sjszwarc@gov.pe.ca](mailto:sjszwarc@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 Contact 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 **3 years**. The Province reserves the right to extend the agreement for **(two) 2-36 month** extension(s) beyond the initial term, for an overall potential maximum of **9** years in total.

### 1.4 RFP Timetable

|                                    |                           |
|------------------------------------|---------------------------|
| Issue Date of RFP                  | 15 June 2018              |
| Deadline for Questions             | 3 July 2018               |
| Deadline for Issuing Addenda       | 4 July 2018               |
| Submission Deadline                | 10 July 2018; 2:00 pm AST |
| Anticipated Execution of Agreement | 13 September 2018         |

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 at:

**Procurement Services**  
**2<sup>nd</sup> Floor, Shaw Building South, Room 27**  
**95 Rochford Street**  
**Charlottetown, PE**  
**C1A 7N8**

### **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 delivery of its proposal to the exact location (including floor, if applicable) indicated in this RFP on or before the Submission Deadline. The Province does not accept any responsibility for proposals delivered to any other location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Province's time clock will be deemed to be correct.

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

In a sealed package, Proponents should submit their proposal containing the following:

1) Include three (3) hard copies of the technical proposal and one (1) electronic copy of the technical proposal saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. Technical proposal packages should be prominently marked as "Technical Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponent. The file name on the electronic copy for the technical proposal should include an abbreviated form of the Proponent's name and RFP #.

Technical proposals should be comprised of: a) completed **Appendix B Submission Form**, b) completed response to **Appendix D – RFP Particulars**, and c) other mandatory submission requirements, as applicable. Financial information is not to be included in the technical proposal. Label the USB flash drive with the Proponent's name and RFP #.

2) In a sealed envelope which should be included in the sealed package, include three (3) hard copy of the financial proposal (completed response to **Appendix C – Submission Pricing Form**) and one (1) electronic copy of the financial proposal saved as a PDF or MS Excel on a USB flash drive.

Financial proposal envelopes should be prominently marked as "Financial Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponent. The file name on the electronic copy for the financial proposal should include an abbreviated form of the Proponent's name and RFP #. Label the USB flash drive with the Proponent's name and RFP #.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, Proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

The Province will not accept proposals submitted by **facsimile transfer, email, 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 in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the Proponent to the location set out in section 1.5.1 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 **Ninety (90)** days from the Submission Deadline.

[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

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.

#### 2.2.4 Other Mandatory Submission Requirements

Proposals must submit in compliance with the following:

- Proposals must be outlined per the Criteria for Proposal Evaluation attached;
- Three (3) hard copies and one (1) electronic copy of your firm's proposal are to be submitted;
- Proponents are requested to **submit proposals using a two-envelope system**. The first envelope contains the technical proposal of the services – exclusive of the fees. The second envelope contains the proposed fees for the services;
- The second envelope must contain a completed pricing worksheet, which has been provided in Appendix C of this document. In addition, a breakdown of the initial lump sum fee for hardware, installation and training in year one shall be provided. These costs should include but are not limited to hardware, labor, out of pocket expenses such as travel, printing, courier, computer, fax and telephone costs, and should specifically reference any special services as may be required or obtained outside of the Proponent's firm.
- The components of the reoccurring monthly costs must also be provided which shall sum to the amount provided on the pricing worksheet for a seasonal and an all year vehicle. Specifically, monthly data fees must be detailed as one of the components of the monthly costs.
- A proposed detailed schedule for the project must be provided;
- Information concerning the individuals assigned to the project, especially with regard to previous experience relative to the subject matter of this RFP.

## 2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

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

### 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 Subtotal A will not proceed to the next stage of the evaluation process.

| Rated Criteria Category   | Weighting (Points) | Minimum Threshold |
|---|--------------------|-------------------|
| D.4.1 Ability to Conduct Work   | 20 points          | N/A               |
| D.4.2 Methodology Proposed  | 20 points          | N/A               |
| D.4.3 Management of Work  | 25 points          | N/A               |
| D.4.4 Proposal Presentation   | 5 points           | N/A               |
| <b>Subtotal A</b>   | <b>70 points</b>   | <b>45 points</b>  |
| Stage III Pricing/Service Fees – (Appendix C – Submission Pricing Form) | 30 points          | N/A               |
| <b>Total Points</b>   | <b>100 points</b>  | <b>N/A</b>        |

The Proposal with the highest points score (i.e. Technical Proposal + Financial Proposal) will be considered the preferred proposal.

Any concerns with this Request for Proposal that remain unanswered at the close of the submission period shall be detailed in writing and submitted in a 3rd envelope for review by the Province prior to evaluation of Technical and Financial submission

The Province reserves the right to prioritize and weigh the importance of each criterion confidentially.

## TECHNICAL PROPOSAL EVALUATION

### 1. Ability to Conduct Work (20 points).

- Project Manager, relevant experience and position in organization (scoring/5);
- Qualifications of personnel assigned to project (scoring/6);
- Availability of dedicated personnel for duration of project (scoring/3);
- Experience on similar projects (scoring/6).

### 2. Methodology Proposed (20 points).

- Demonstrated understanding of scope and objectives of project (scoring/5);
- Recognition of direct and peripheral problems and solutions offered (scoring/5);

- Demonstrate that the end product meets project objectives (scoring/5);
- Proposed methodology – fully described, clearly stated and easily verified (scoring/5).

**3. Management of the Work (25 points).**

- Schedule of project (scoring/5);
- Quality control (scoring/5);
- Reporting (scoring/10);
- Outside resources (scoring/5).

**4. Proposal Presentation (5 points).**

- How well does the overall quality of the proposal match that expected of the final project (scoring/2);
- To what extent has the information required in the RFP been provided (scoring/3).

**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.

**. Service Fees (30 points).**

- Fees will only be evaluated following the successful completion of the Technical Evaluation, where the proposal attained at least 45 out of a possible 70 points.
- Proposals not providing a firm fixed report package fee will be disqualified and not considered regardless of the Technical portion;
- With determination that the lowest cost submission is realistic to the intended scope of work, points shall be awarded on the following basis:

30 points for the Lowest Evaluated Fee

28 points for all Proposed Fees < or = 110% of the Lowest Evaluated Fee

26 points for all Proposed Fees < or = 115% of the Lowest Evaluated Fee

24 points for all Proposed Fees < or = 120% of the Lowest Evaluated Fee

22 points for all Proposed Fees < or = 125% of the Lowest Evaluated Fee

20 points for all Proposed Fees < or = 130% of the Lowest Evaluated Fee

18 points for all Proposed Fees < or = 135% of the Lowest Evaluated Fee

16 points for all Proposed Fees < or = 140% of the Lowest Evaluated Fee

14 points for all Proposed Fees < or = 145% of the Lowest Evaluated Fee

12 points for all Proposed Fees < or = 150% of the Lowest Evaluated Fee

10 points for all Proposed Fees < or = 160% of the Lowest Evaluated Fee

8 points for all Proposed Fees < or = 170% of the Lowest Evaluated Fee

6 points for all Proposed Fees < or = 180% of the Lowest Evaluated Fee

4 points for all Proposed Fees < or = 190% of the Lowest Proposed Fee



2 point for all Proposed Fees < or = 200% of the Lowest Proposed Fee

0 points for all Proposed Fees more than twice the Lowest Proposed Fee

## **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.

### **3.2 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/sites/default/files/legislation/f-15-01\\_0.pdf](https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf)

### **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/sites/default/files/legislation/f-15-01\\_0.pdf](https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf)

## **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 Prince Edward Island including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations.

[End of Part 3]



APPENDIX A – FORM OF AGREEMENT

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

**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. "Fiscal Year" means ...
  - b. "Schedule" means ...

**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\_\_.
- (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 the \_\_\_\_ day of \_\_\_\_, 20\_\_.

**Payments, Records and Accounts**

4. The 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 fixed lump sum of \$\_\_\_\_\_, excluding taxes, payable in installments, *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, 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 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 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 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 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 the employers' obligations.
  - (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 in the offices of Government 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.
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.

### **Conflict of Interest**

- 15. 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**

- 16. 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.
- 17. 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**

- 18. 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.
- 19. 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 \$ \_\_\_\_\_ (minimum 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;
- Personal Injury Liability;
- Non-Owned Automobile Liability;
- Cross Liability;
- Employees as additional Insured;
- Broad Form Property Damage;
- 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 \$\_\_\_\_\_ (minimum One Million (\$1,000,000.00 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 policy or policies 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 certified copy of the policy, or policies, shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt of the certified copy of the policy, or policies, by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

### **General**

20. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
21. 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.
22. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the province of Prince Edward Island.

- 23. This Agreement, including Schedule "A", 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.
- 24. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 25. 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.
- 26. 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.

**SIGNED, SEALED & DELIVERED**

in the presence of:

)  
)  
)  
)

**Government of Prince Edward Island,**

as represented by the Minister of

\_\_\_\_\_

\_\_\_\_\_

**SIGNED, SEALED & DELIVERED**

in the presence of:

)  
)  
)  
)

**Contractor**

Authorized Signing Officer

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

**TO AGREEMENT  
BETWEEN  
GOVERNMENT OF PRINCE EDWARD ISLAND  
AND  
THE CONTRACTOR**

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

**STATEMENT OF WORK**



## 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)                 |                        |
| Pricing Form (Appendix C)                    |                        |
| Other Mandatory Requirements (Section 2.2.4) |                        |

### 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 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 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

### 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, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges
- (c) Provide full information concerning fees for the requested AVL System.

Fees for installation, implementation and training shall be identified separately from the monthly reoccurring fee. Please see **Sections 2.2.4 and Appendix C** with regard to pricing requirements.

#### **Proposals shall provide a firm fixed fee for**

- 1) Supply of hardware, installation, implementation and training of an AVL system on the fleet to the specifications identified herein, within the Province of Prince Edward Island.

#### **And a firm fixed monthly per vehicle fee for**

- 2) Tracking and monitoring the vehicle, onsite repairs to hardware, 24/7 technical support, data fees through a wireless provider, and all other ongoing tasks in order to meeting the requirements of the RFP. The Proponent shall provide a monthly unit price for each type of vehicle. (i.e. Light duty/passenger vehicle, seasonal vehicles, portable tracking units, etc.)

Please note, additional vehicles may be added to the AVL system over time. The Province assumes that the monthly per vehicle fee shall apply to any vehicle added to the system.

**Pricing for 1 and 2 are to be included in Appendix C the pricing worksheet provided herein.**

#### **And a firm fixed fee for**

- 3) Supply and installation of new hardware, for each new vehicle added to the AVL system not identified herein.
- 4) Travel, food, lodging, etc., to and from Charlottetown for hardware and wiring installation for new vehicles added to the fleet, not identified herein
- 5) Cost for standby mode

**Pricing for items 3 - 5 are to be included in Appendix C of the pricing worksheet provided herein (Refer to Section B of Appendix C). These prices are to be provided as supplemental information in order for the evaluation committee to determine the costs of adding additional vehicles to the fleet in the future.**

Review of Proposal costs will take into consideration all five (5) fee components above. Should there be significant delay in this project receiving final approval and proceeding to construction, the Province would consider inflation/CPI changes in attempting to negotiate reasonable rates with the Proponent for future work; also considering the qualifications of any staff changes that may have occurred over time.

Proponents should consider the prospect of additional future work / fleet expansion when pricing their proposals.

## 2. Evaluation of Pricing

Pricing is worth **30** 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.

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.1 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 during the contract. Provide relevant details to support your estimates. These are to be included in your estimated costs.

#### **C.2 Other Expenses**

Estimate any other project expenses that may be incurred, once the proposed personnel are onsite at the primary work location. 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.

**PRICING WORKSHEET**

**SECTION A**

The Province of Prince Edward Island is requesting that a lump sum price be submitted for the initial installation and set up of the AVL system including all hardware and software. As well, please provide a monthly maintenance and service fee on a per vehicle basis for both seasonal and all year vehicles. Please complete the pricing schedule below net of HST.

We have determined that there will be 3 categories of vehicles which will require distinct pricing either due to the nature of the vehicle or the seasonal use versus all year use. These categories are as follows:

| <b>CATEGORY and DESCRIPTION</b>                          | <b>NUMBER</b> |
|--|---------------|
| A Light Duty Highway Maintenance Seasonal (harness only) | 30            |
| B Light Duty Highway Maintenance All Year                | 37            |
| C Heavy Duty Highway Maintenance All Year + Seasonal     | 87            |

| <b>Year 1</b>  | <b>Proposed Cost</b> |
|--|----------------------|
| Total Cost for <b>30</b> harnesses-supply only(Unit-OBDDII )(vehicle category A) | (1) \$               |
| Total Cost for hardware supply, installation and setup (vehicle cat. B and C)    | (2) \$               |
| Cost of <b>six portable units</b> including unit to OBDDII harnesses             | (3) \$               |
| Monthly <b>per vehicle (Category B)</b> cost for maintenance and service =       | (4) \$               |
| Monthly cost (4) X <b>37 Category B</b> vehicles =                               | (5) \$               |
| Monthly <b>per vehicle (Category C)</b> cost for maintenance and service =       | (6) \$               |
| Monthly cost (6) X <b>87 Category C</b> vehicles =                               | (7) \$               |
| Maintenance and service cost of all vehicles for Year 1 (5+7) x 12 =             | (8) \$               |
| Total cost Year 1 (1 + 2 + 3 + 8)  | (9) \$               |
| HST (15%) (9 X .15)  | (10) \$              |
| Total cost including HST Year 1 (9 + 10)   | (11) \$              |

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 DATE

| <b>Year 2</b>   | <b>Proposed Cost</b> |
|---|----------------------|
| Monthly <b>per vehicle (Category B)</b> cost for maintenance and service =    | <b>(12) \$</b>       |
| Monthly cost <b>(12) X 37 Category B</b> vehicles =                           | <b>(13) \$</b>       |
| Monthly <b>per vehicle (Category C)</b> cost for maintenance and service =    | <b>(14) \$</b>       |
| Monthly cost <b>(14) X 87 Category C</b> vehicles =                           | <b>(15) \$</b>       |
| Maintenance and service cost of all vehicles for Year 2 <b>(13+15) x 12 =</b> | <b>(16) \$</b>       |
| HST (15%) <b>(16 X .15)</b>   | <b>(17) \$</b>       |
| Total cost including HST Year 2 <b>(16 + 17)</b>                              | <b>(18) \$</b>       |

| <b>Year 3</b>   | <b>Proposed Cost</b> |
|---|----------------------|
| Monthly <b>per vehicle (Category B)</b> cost for maintenance and service =    | <b>(19) \$</b>       |
| Monthly cost <b>(19) X 37 Category B</b> vehicles =                           | <b>(20) \$</b>       |
| Monthly <b>per vehicle (Category C)</b> cost for maintenance and service =    | <b>(21) \$</b>       |
| Monthly cost <b>(21) X 87 Category C</b> vehicles =                           | <b>(22) \$</b>       |
| Maintenance and service cost of all vehicles for Year 3 <b>(20+22) x 12 =</b> | <b>(23) \$</b>       |
| HST (15%) <b>(23 X .15)</b>   | <b>(24) \$</b>       |
| Total cost including HST Year 3 <b>(23 + 24)</b>                              | <b>(25) \$</b>       |

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**SECTION B**

The Province is requesting the costs associated with the addition of a vehicle to the fleet as specified below.

| <b>ADDITIONAL FEES</b>  |    |
|---|----|
| Price for supply and installation of hardware for each additional vehicle (Light Duty Highway Maintenance)      | \$ |
| Price for supply and installation of hardware for each additional vehicle (Winter Highway Maintenance)          | \$ |
| Cost for travel, food, and lodging for travel to Charlottetown for installation on vehicles added to the fleet. | \$ |
| Cost for standby mode.  | \$ |

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## APPENDIX D – RFP PARTICULARS

### D.1 The Deliverables

#### FLEET INFORMATION

The vehicles identified herein must be outfitted with the necessary hardware required to perform the tracking and monitoring functions supported by the proposed AVL system.

#### HEAVY DUTY HIGHWAY MAINTENANCE VEHICLE FLEET

| County | Equipment             | Fleet ID # | Make          | Year | Spreader /Control         | All Year /Seasonal | Plow Set Up         |
|--------|-----------------------|------------|---------------|------|---------------------------|--------------------|---------------------|
| Kings  | 4X4 PLOWS             | K00308     | INTERNATIONAL | 1994 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | 4X4 PLOWS             | K00361     | INTERNATIONAL | 1990 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | 4X4 PLOWS             | K00382     | INTERNATIONAL | 1985 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | 4X4 PLOWS             | K00384     | INTERNATIONAL | 1980 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | 4X4 PLOWS             | K00390     | INTERNATIONAL | 1988 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | 4X4 PLOWS             | K00393     | INTERNATIONAL | 1988 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | 4X4 PLOWS             | K00396     | INTERNATIONAL | 1985 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | GRADER PLOW           | K00103     | CAT           | 1992 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | GRADER PLOW           | K00105     | CHAM          | 1995 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | GRADER PLOW           | K00106     | CHAM          | 1996 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | LOADER PLOW           | K00263     | CHAMPION      | 1991 | NONE                      | WinterWinter       | Front Plow and Wing |
| Kings  | SINGLE AXLE SIDE DUMP | K00048     | FORD          | 2003 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00318     | VOLVO         | 2000 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00319     | STERLING      | 2001 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00321     | STERLING      | 2004 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00322     | INTERNATIONAL | 2005 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00323     | STERLING      | 2007 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00324     | INTERNATIONAL | 2009 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00325     | INTERNATIONAL | 2009 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | K00326     | INTERNATIONAL | 2009 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | Q00311     | FORD          | 1995 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | T00003     | VOLVO         | 2012 | RexRoth CS 550            | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | T00004     | VOLVO         | 2012 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | T00007     | MACK          | 2014 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | T00010     | MACK          | 2015 | Control Point Dickey John | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | T00015     | FREIGHTLINER  | 2016 | Gilletta Ecosat           | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | T00022     | MACK          | 2017 | Gilletta Ecosat           | All Year           | Front Plow and Wing |
| Kings  | TANDEM                | T00023     | INTERNATIONAL | 2004 | Gilletta Ecosat           | All Year           | Front Plow and Wing |

|        |                       |         |               |      |                           |              |                     |
|--------|-----------------------|---------|---------------|------|---------------------------|--------------|---------------------|
| Prince | 4X4 PLOWS             | P00309  | INTERNATIONAL | 1994 | NONE                      | WinterWinter | Front Plow and Wing |
| Prince | 4X4 PLOWS             | P00365  | INTERNATIONAL | 1991 | NONE                      | WinterWinter | Front Plow and Wing |
| Prince | 4X4 PLOWS             | P00392  | INTERNATIONAL | 1989 | NONE                      | WinterWinter | Front Plow and Wing |
| Prince | GRADER PLOW           | GR00108 | JOHN DEERE    | 2011 | NONE                      | WinterWinter | Front Plow and Wing |
| Prince | GRADER PLOW           | GR00109 | JOHN DEERE    | 2010 | NONE                      | WinterWinter | Front Plow and Wing |
| Prince | GRADER PLOW           | GR00110 | JOHN DEERE    | 2011 | NONE                      | WinterWinter | Front Plow and Wing |
| Prince | LOADER PLOW           | LDR0227 | CHAMPION      | 2014 | NONE                      | WinterWinter | Front Plow and Wing |
| Prince | SINGLE AXLE SIDE DUMP | P00006  | STERLING      | 2007 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | SINGLE AXLE SIDE DUMP | P00007  | STERLING      | 2007 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | P00320  | STERLING      | 2007 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | P00321  | STERLING      | 2008 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | P00322  | STERLING      | 2008 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | P00323  | INTERNATIONAL | 2009 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | P00324  | WESTERN STAR  | 2010 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | P00325  | WESTERN STAR  | 2010 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | P00326  | WESTERN STAR  | 2010 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | T00001  | VOLVO         | 2012 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | T00005  | MACK          | 2014 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | T00012  | MACK          | 2015 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Prince | TANDEM                | T00016  | FREIGHTLINER  | 2016 | Gilletta Ecosat           | All Year     | Front Plow and Wing |
| Prince | TANDEM                | T00019  | FREIGHTLINER  | 2016 | Gilletta Ecosat           | All Year     | Front Plow and Wing |
| Prince | TANDEM                | T00021  | MACK          | 2017 | Gilletta Ecosat           | All Year     | Front Plow and Wing |
|        |                       |         |               |      |                           |              |                     |
| Queens | 4X4 PLOWS             | Q00307  | INTERNATIONAL | 1994 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | 4X4 PLOWS             | Q00362  | INTERNATIONAL | 1989 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | 4X4 PLOWS             | Q00370  | WESTERN STAR  | 1983 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | 4X4 PLOWS             | Q00388  | INTERNATIONAL | 1987 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | 4X4 PLOWS             | Q00391  | INTERNATIONAL | 1988 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | GRADER - PLOW         | Q00104  | CHAMPION      | 1995 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | GRADER PLOW           | Q00171  | CAT           | 1979 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | GRADER PLOW           | Q00174  | JOHN DEERE    | 2010 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | LOADER - PLOW         | Q00219  | CHAMPION      | 2010 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | LOADER - PLOW         | Q00278  | JOHN DEERE    | 1998 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | LOADER - PLOW         | Q00279  | JOHN DEERE    | 1999 | NONE                      | WinterWinter | Front Plow and Wing |
| Queens | LOADER                | Q00264  | KOMO          | 1989 | NONE                      | WinterWinter | NONE                |
| Queens | SINGLE AXLE SIDE DUMP | P00004  | FORD          | 2004 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | SINGLE AXLE SIDE DUMP | Q00049  | STERLING      | 2001 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | SINGLE AXLE SIDE DUMP | Q00050  | STERLING      | 2001 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | SINGLE AXLE SIDE DUMP | Q00051  | STERLING      | 2004 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | SINGLE AXLE SIDE DUMP | Q00052  | STERLING      | 2004 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | SINGLE AXLE SIDE DUMP | Q00054  | STERLING      | 2007 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | TANDEM                | Q00301  | STERLING      | 2002 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | TANDEM                | Q00302  | STERLING      | 2002 | Control Point Dickey John | All Year     | Front Plow and Wing |
| Queens | TANDEM                | Q00304  | STERLING      | 2007 | Control Point Dickey John | All Year     | Front Plow and Wing |

|        |        |        |               |      |                           |          |                     |
|--------|--------|--------|---------------|------|---------------------------|----------|---------------------|
| Queens | TANDEM | Q00305 | STERLING      | 2008 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | Q00308 | STERLING      | 2008 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | Q00309 | STERLING      | 2008 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | Q00314 | INTERNATIONAL | 2009 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | Q00315 | VOLVO         | 2011 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | Q00317 | VOLVO         | 2011 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | Q00318 | VOLVO         | 2011 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | T00002 | VOLVO         | 2012 | RexRoth CS 550            | All Year | Front Plow and Wing |
| Queens | TANDEM | T00006 | MACK          | 2014 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | T00009 | VOLVO         | 2000 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | T00011 | MACK          | 2015 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | T00014 | FREIGHTLINER  | 2016 | Control Point Dickey John | All Year | Front Plow and Wing |
| Queens | TANDEM | T00017 | FREIGHTLINER  | 2016 | Gilletta Ecosat           | All Year | Front Plow and Wing |
| Queens | TANDEM | T00018 | FREIGHTLINER  | 2016 | Gilletta Ecosat           | All Year | Front Plow and Wing |
| Queens | TANDEM | T00020 | MACK          | 2017 | Gilletta Ecosat           | All Year | Front Plow and Wing |
| Queens | TANDEM | T97322 | KENWORTH      | 2001 | Gilletta Ecosat           | All Year | Front Plow and Wing |

**Heavy Duty All Year = 57 / Heavy Duty WinterWinter = 30 / Total = 87**

### LIGHT DUTY ALL YEAR HIGHWAY MAINTENANCE FLEET

| County | Light/Heavy | Equipment | Fleet ID # | Make      | Model     | Year | All Year /Seasonal |
|--------|-------------|-----------|------------|-----------|-----------|------|--------------------|
| Kings  | Light       | TRUCK     | C00386     | DODGE     | RAM 3500  | 2008 | All Year           |
| Kings  | Light       | TRUCK     | C00648     | DODGE     | RAM 3500  | 2012 | All Year           |
| Kings  | Light       | TRUCK     | C00612     | DODGE     | RAM 3500  | 2012 | All Year           |
| Kings  | Light       | TRUCK     | C00613     | DODGE     | RAM 3500  | 2012 | All Year           |
| Kings  | Light       | TRUCK     | C00625     | DODGE     | RAM 1500  | 2012 | All Year           |
| Kings  | Light       | TRUCK     | C00667     | DODGE     | RAM 3500  | 2013 | All Year           |
| Kings  | Light       | TRUCK     | C00876     | DODGE     | RAM 3500  | 2018 | All Year           |
| Kings  | Light       | TRUCK     | C00628     | FORD      | F350      | 2012 | All Year           |
| Kings  | Light       | TRUCK     | C00695     | FORD      | F350      | 2014 | All Year           |
| Kings  | Light       | TRUCK     | C00801     | FORD      | F550      | 2016 | All Year           |
|        |             |           |            |           |           |      |                    |
| Prince | Light       | TRUCK     | C00643     | CHEVROLET | SILVERADO | 2012 | All Year           |
| Prince | Light       | TRUCK     | C00789     | CHEVROLET | 3500      | 2015 | All Year           |
| Prince | Light       | TRUCK     | C00413     | DODGE     | RAM 3500  | 2009 | All Year           |
| Prince | Light       | TRUCK     | C00668     | DODGE     | RAM 3500  | 2013 | All Year           |
| Prince | Light       | TRUCK     | C00670     | DODGE     | RAM 3500  | 2013 | All Year           |
| Prince | Light       | TRUCK     | C00797     | DODGE     | RAM 3500  | 2016 | All Year           |
| Prince | Light       | TRUCK     | C00372     | FORD      | F150      | 2008 | All Year           |
| Prince | Light       | TRUCK     | C00551     | FORD      | F350      | 2004 | All Year           |
| Prince | Light       | TRUCK     | C00334     | FORD      | F350      | 2008 | All Year           |

|        |       |       |        |       |          |      |          |
|--------|-------|-------|--------|-------|----------|------|----------|
| Prince | Light | TRUCK | C00673 | FORD  | F350     | 2012 | All Year |
| Prince | Light | TRUCK | C00691 | FORD  | F350     | 2014 | All Year |
| Prince | Light | TRUCK | C00633 | FORD  | F550     | 2012 | All Year |
| Prince | Light | TRUCK | C00254 | GMC   | 3500     | 2006 | All Year |
| Prince | Light | TRUCK | C00255 | GMC   | 3500     | 2006 | All Year |
| Prince | Light | TRUCK | C00298 | GMC   | SIERRA   | 2007 | All Year |
|        |       |       |        |       |          |      |          |
| Queens | Light | TRUCK | C00586 | DODGE | RAM 3500 | 2004 | All Year |
| Queens | Light | TRUCK | C00603 | DODGE | RAM 3500 | 2012 | All Year |
| Queens | Light | TRUCK | C00609 | DODGE | RAM 3500 | 2012 | All Year |
| Queens | Light | TRUCK | C00669 | DODGE | RAM 3500 | 2013 | All Year |
| Queens | Light | TRUCK | C00532 | FORD  | F350     | 2003 | All Year |
| Queens | Light | TRUCK | C00311 | FORD  | F350     | 2008 | All Year |
| Queens | Light | TRUCK | C00312 | FORD  | F350     | 2008 | All Year |
| Queens | Light | TRUCK | C00692 | FORD  | F350     | 2014 | All Year |
| Queens | Light | TRUCK | C00656 | FORD  | F550     | 2012 | All Year |
| Queens | Light | TRUCK | C00427 | GMC   | SIERRA   | 2001 | All Year |
| Queens | Light | TRUCK | C00346 | GMC   | SIERRA   | 2007 | All Year |
| Queens | Light | TRUCK | C00525 | GMC   | 3500     | 2005 | All Year |

**Light Duty All Year = 37**

**LIGHT DUTY SEASONAL FLEET + BOOM TRUCK (FYI)**

| County | Light/Heavy | Equipment | Fleet ID # | Make  | Model    | Year | All Year /Seasonal |
|--------|-------------|-----------|------------|-------|----------|------|--------------------|
| Kings  | Light       | TRUCK     | Q97697     | DODGE | RAM 1500 | 2007 | Summer             |
| Kings  | Light       | TRUCK     | C00305     | FORD  | F150     | 2007 | Summer             |
| Kings  | Light       | TRUCK     | C00452     | GMC   | SIERRA   | 2010 | Summer             |
| Kings  | Light       | TRUCK     | C00508     | GMC   | SIERRA   | 2011 | Summer             |
| Kings  | Light       | TRUCK     | C00798     | DODGE | RAM 3500 | 2016 | Summer             |
|        |             |           |            |       |          |      |                    |
| Prince | Light       | TRUCK     | C00384     | DODGE | RAM 3500 | 2008 | Summer             |
| Prince | Light       | TRUCK     | C00483     | DODGE | CARAVAN  | 2010 | Summer             |
| Prince | Light       | TRUCK     | C00594     | DODGE | RAM 3500 | 2011 | Summer             |
| Prince | Light       | TRUCK     | C00599     | DODGE | RAM 3500 | 2012 | Summer             |
| Prince | Light       | TRUCK     | C00671     | DODGE | RAM 3500 | 2013 | Summer             |
| Prince | Light       | TRUCK     | C00779     | DODGE | RAM 3500 | 2015 | Summer             |
| Prince | Light       | TRUCK     | C00768     | FORD  | F350     | 2001 | Summer             |
| Prince | Light       | TRUCK     | C00417     | FORD  | F150     | 2009 | Summer             |
| Prince | Light       | TRUCK     | C00208     | GMC   | 3500     | 2005 | Summer             |
| Prince | Light       | TRUCK     | C00227     | GMC   | SIERRA   | 2005 | Summer             |
| Prince | Light       | TRUCK     | C00454     | GMC   | SIERRA   | 2010 | Summer             |
|        |             |           |            |       |          |      |                    |
| Queens | Light       | TRUCK     | C00399     | DODGE | RAM 1500 | 2008 | Summer             |

|        |       |            |        |       |          |      |              |
|--------|-------|------------|--------|-------|----------|------|--------------|
| Queens | Light | TRUCK      | C00385 | DODGE | RAM 3500 | 2008 | Summer       |
| Queens | Light | TRUCK      | C00524 | DODGE | RAM 3500 | 2009 | Summer       |
| Queens | Light | TRUCK      | C00780 | DODGE | RAM 3500 | 2015 | Summer       |
| Queens | Light | TRUCK      | C00800 | DODGE | RAM 3500 | 2016 | Summer       |
| Queens | Light | TRUCK      | C00536 | FORD  | F350     | 2001 | Summer       |
| Queens | Light | TRUCK      | C00238 | FORD  | E350     | 2006 | Summer       |
| Queens | Light | TRUCK      | C00313 | FORD  | F350     | 2008 | Summer       |
| Queens | Light | TRUCK      | C00398 | FORD  | F150     | 2008 | Summer       |
| Queens | Light | TRUCK      | C00585 | FORD  | F350     | 2008 | Summer       |
| Queens | Light | TRUCK      | C00771 | FORD  | F250     | 2011 | Summer       |
| Queens | Light | TRUCK      | C10457 | FORD  | F350     | 1988 | Summer       |
| Queens | Heavy | BOOM TRUCK | T00008 | Mack  | 2014     | NONE | Summer       |
| Queens | Light | TRUCK      | C00449 | GMC   | SIERRA   | 2010 | WinterWinter |
| Queens | Light | TRUCK      | C00505 | GMC   | SIERRA   | 2010 | WinterWinter |
| Queens | Light | TRUCK      | C00442 | FORD  | F150     | 2010 | WinterWinter |

**Light Duty Summer = 28 / Light Duty WinterWinter = 3 / Boom Truck = 1 Total = 32**

**Total vehicles = 156, of which 87 are heavy duty. 30 heavy duty and 3 light duty vehicles are WinterWinter and there are 29 light duty summer vehicles. It is our intent to just purchase harnesses (unit to OBDII), and transfer the units from the WinterWinter vehicles to the summer vehicles.**

**QUALIFICATIONS AND EXPERIENCE**

Proponents shall be qualified and experienced in the implementation of an AVL system. Proponents shall provide three (3) references to their completed past projects in this area. With respect to the three references, the Proponent shall provide authorization for the evaluation committee to contact each in addition to the following:

- Name of Client
- Contact Name
- Address
- Telephone
- Email

Consultants shall demonstrate

- Technical competence
- Experience on similar projects
- Proven performance
- Availability of dedicated personel for the duration of the project
- Location and/or local knowledge
- Managerial ability

## GENERAL REQUIREMENTS

In order for a Proponent to participate in this Request for Proposal, their system must meet all of the following requirements:

- a) The system must be able to operate in all normal field conditions, which may be experienced in the daily operation of all fleet vehicles & equipment specified in this Request for Proposal.
- b) The AVL control unit must be able to be mounted securely inside the vehicle's cab, tamperproof and must operate on the vehicle's electric power (12V or 24V).
- c) The system must be able to interface with on-board discrete sensor inputs and 3rd party data logging systems (i.e. Control Point Dickey John, Compu Spread Rexroth CS550, Giletta Ecosat 10, etc.) simultaneously.
- d) The overall system must be capable of tracking, storing and reporting the locations, movements and actions of a fleet of various vehicle types in real-time. Collection of data shall include all GPS and Telematic Data being collected by the AVL unit.
- e) Data transmission rates must be remotely configurable by the end user / administrator using the system software. Some fleet vehicles will require real-time reporting (every 10 seconds, 30 seconds, 1 minute).
- f) Event reporting must include turn by turn reporting (i.e. 15 degree change in directional heading shall cause GPS data to be sent which will ensure adequate coverage of corners of intersections, ramps, and other critical infrastructure by the Winter/Winter maintenance fleet).
- g) Positional accuracy shall be sub 2.5 meters.
- h) Time to first fix shall be 25 seconds for a cold start, 10 seconds for a warm start and 1 second for a hot start for reacquisition after losing a signal.
- i) The system must be a 'software as a service' (SAAS) platform to allow for software updates and future enhancements to be deployed and configured by the service provider with ease.
- j) The Proponent must guarantee a minimum up time of at least 99%.
- k) The system must allow for continuous expansion and be scalable to allow for the addition of segments of the full Province of Prince Edward Island fleet, as well as the private contractors that will be added in November 2019.
- l) The software must allow for the management of and accessibility to the full fleet or a segment thereof from a single view within the software solution. (i.e. Dashboard view) The software should provide drilldown capability from a top level view of the entire fleet under administration, as well as the private contractors that will be added in November 2019.
- m) The system must be accessible from a variety of desktop / laptop browsers and mobile devices including Blackberry, android and iOS based tablets and phones. It must be accessible in future, through Apps such as "Find my Plow". Applicable versions of the software must be available.
- n) The Proponent must provide an option to place devices on seasonal standby mode.

- o) The Proponent must have GPS/AVL experience with Winter/Winter operations and fleet management reporting, for at least 3 years.
- p) Beginning in November of 2019, privately owned equipment under contract with the Province for Winter/Winter operations will also be included in our network from November 15 until April 15. The province shall have full access to these private contractors, with all the rights and controls to set security access to the software, as if it was all one system. The private contractors shall be the owners of these units and have the same prices, agreements, warranties and guarantees that the Province has, but during the period specified, the Province solely controls access and security permission.
- q) The province shall have the ability to assign and/or reassign units to vehicles and update all vehicle information as required.

### **ADMINISTRATION AND SECURITY**

- a) System access must require user authentication by means of username and password and must allow for an unlimited number of users with configurable levels of access, including "Find my Plow".
- b) The user interface shall present vehicles and permissions provisioned according to the user logged in.
- c) The system must support multiple authorizations simultaneously from multiple locations.
- d) Each vehicle on the map should have a unique identifier as determined by the Department of Transportation, Infrastructure and Energy.
- e) The system must support self-administration of vehicles, users, report scheduling, alert thresholds, maintenance items / intervals, dashboard parameters, and vehicle/driver scorecard thresholds for measuring actuals vs targets.
- f) The system must provide an option for secure socket layer authentication (SSL/HTTPS).

### **LIVE DATA REQUIREMENTS**

- a) The software system must be capable of showing vehicles in motion leaving directional tracks or "breadcrumbs" as it travels and showing all operations (GPS & Telematic data) as they occur.
- b) Users shall be able to view the above mentioned data for their entire fleet or select a specific vehicle(s).
- c) The system must have the ability to indicate when the vehicle is not in motion for a length of period and generate an alert.
- d) The system shall have real time alert notifications to immediately send email alerts to the appropriate staff (i.e. speeding, idling, landmark crossing, etc.) when triggered.

### **TELEMATICS REQUIREMENTS**

- a) The equipment must be able to send the collected data automatically to a data warehouse system hosted by the Proponent.

- b) The Province of Prince Edward Island shall have the option to leverage its existing contract with its wireless carrier.
- c) The system must allow for additional integration capabilities to on-board discrete sensory interfaces and third party data logging system through RS232 or USB port connections.
- d) For WinterWinter maintenance vehicles only, the system shall be able to integrate with other common brands of salt spread control systems, such as Control Point Dickey John, Compu Spread Rexroth CS550, Giletta Ecosat 10, etc.
- e) For all salt spreader controllers, the data should be collected, stored and reported whenever a change to any of the following fields occurs: solid material type (e.g. salt/sand), solid material spread rate, solid material spread width, gate setting, blast on/off, pause on/off, liquid material spread rate, pre-wet on/off, and error status – depending on the availability for the particular spreader controller.
- f) For the entire fleet, the system shall be capable of interfacing to the vehicle’s on-board computer to collect the engine data, which is available via OBDII/J1979 and the SAE standard J1708/1587, CANBUS, and J1939 networks. If engine hours and odometer values are unavailable from the vehicle’s on-board computer the system must be able to calculate virtual odometer and engine hours based on the reporting of the vehicle and GPS distance. It is understood there may be variability in engine data between different makes and models of vehicles.
- g) For the entire fleet, the system shall be capable of reading and transmitting engine diagnostic trouble codes (DTCs). These must be accessible through reporting features of the software, as well as additional options to alert staff (i.e. automated emailing of reports).

**VEHICLE DATA REQUIREMENTS FOR HEAVY DUTY WINTER VEHICLES**

- a) The WinterWinter maintenance vehicle information shall include:
  - Plow Up/Down
  - Wing Up/Down
  - Spreader On/Off
  - Anti-ice On/Off
  - Lights On/Off;
- b) The salt spreader information shall include Material Type, Solid/Pre-Wet/Anti-Ice Application Rates & Totals, Spinner Setting, Spread Width and Gate Setting. The system will provide real time spread rates and other information based on information received from the vehicle’s spreader control system. If spreader integration is not possible, the unit must have the ability to interface with sensors on the spreader units to determine spreader status (on/off).
- c) The system must be able to provide data from all salt spreader controllers into one report. Users shall be able to select all, multiple, or individual vehicles and date(s) and timeframe for each report. Report shall output at a minimum vehicle ID, date/time, operational time/distance, deadheading time/distance, vehicle total travel time/distance, solid/pre-wet/liquid material totals, and average application rates.
- d) If applicable, the AVL unit must be able to communicate with equipment sensors installed on the vehicle to report their present status and changes to their status in real- time. The sensors, hydraulic switches or hydraulic sensors, must be able to communicate their status



to the equipment with necessary cabling connected to onboard equipment when required. (i.e. Plow up/down, wing up/down).

## **USER INTERFACE REQUIREMENTS**

- a) Users shall be able to view the position of their fleet vehicles at any point of time via multiple web browsers (i.e. Internet Explorer, Chrome, Firefox, Safari, etc.) via a computer or mobile device. The primary display shall be a map view of fleet vehicles and indicate the status of vehicles on when it last reported.
- b) The system must provide the ability to query historical activity through the identification of a geographic area, i.e. draw an area around an intersection, highway segment, or residential address to retrieve data records showing any operational activity for a given time period.
- c) Upon vehicle ignition, the vehicle will automatically report to the system. No operator interface will be necessary to begin transmitting position and sensor data. All information on vehicle status shall be stored and accessible through an online database.

## **MAPPING REQUIREMENTS**

- a) The mapping display shall be Open GIS based and be able to integrate with any static internal GIS databases, external dynamic GIS databases, or third party GIS data sources.
- b) The system must have the capability to create, edit, and delete landmarks/geofences and be displayed on the map. In addition, the Landmarks shall be identified in the reports.
- c) The system must have capability to provide live service level mapping. This functionality must show roads representing different colors associated with service level. For example green is serviced within the last two hours, yellow between two and four hours, red between four and eight hours, etc. This feature must be made available as an overlay onto any of the combinations of mapping (Google, Esri, other); which updates in near real-time.

## **REPORTING REQUIREMENTS**

- a) AVL data shall be accessible on-line for a period of up to 24 months. Data beyond the 24-month period shall be reinstated online and available to the users upon request by the Province of Prince Edward Island. Data shall be archived indefinitely for easy restoration to the live site, upon request, at no cost to the province.
- b) The system shall provide easy to use reporting tools to provide outputs of all telematics data. Reports should have the option of exporting to Excel, PDF, HTML, or other applications. Historical data must be exportable to Excel/CSV for liability and long term storage purposes.
- c) Reports should be based on a single or group of vehicles or all vehicles.
- d) The system shall include a playback feature allowing users to review historical data for selected vehicle(s), date, and timeframe. This data shall be output in a spatial-map based and/or tabular report. When reviewing the data graphically, there must be a playback feature allowing the user to plot vehicle history on the map.

- e) Playback history shall include the ability to leave directional tracks or “breadcrumbs” depicting progress and direction along a roadway. This function shall enable the user to view data that has been collected from the vehicle (GPS and telematic data).
- f) Users shall be able to generate standard reports summarizing vehicle activity by selecting the vehicle(s), date, and timeframe. Information shall include but not be limited to:
  - Start/Stop times
  - Idle times
  - Distance Traveled (kilometers or miles)
  - Hours Traveled
  - Number of Stops
  - Vehicle Status (i.e. stopped, moving, etc.)
  - In addition to standard reports, the system must be capable of generating alert notifications for parameters such as:
    - Speed
    - Idle time
    - Geofences
    - Landmark Stops
- g) The system must provide a reporting tool to provide vehicle and material information such as date, time started, time completed, total distance traveled, total distance spread, total dead head distance, material usage, application rate, Liquid usage, liquid application rate, and totals of the above information per snow event/storm.

**Service Level Reports:**

- A Route Complete Report must be available within the system. It shall provide outputs, both spatial and tabular, to indicate what percentage of roads within a route have been serviced. In addition, there must be parameters available to configure the number of passes and vehicles associated with each pass to consider any route complete. This report must have the capability to be output against any date and time parameter, which is defined by the user.
- Live Service Maps must be available within the system. Road segments must be color coded based on when they were last serviced, i.e. green when there was activity in the last 2 hours, yellow when there was activity in the last 2 to 4 hours, orange when there was activity in the last 4 to 6 hours, and gray if there hasn't been activity in over 6 hours.

**Telemetry Reports:**

- The system must include a reporting system to allow users to build their own telemetry reports. This functionality must allow for one or many telemetry inputs to be combined with selectable logic to combine or independently report together in a summary report.

### **Fleet Reports:**

- The system shall include a Vehicle Performance report to allow users to report on data collected from the vehicle's on-board computer interface with respect to distance, travel time, engine time, idle time, break counts, sharp acceleration counts, RPM monitoring, speeding, fuel efficiency, and CO2 emissions.
- The system shall provide a module to monitor vehicle maintenance cycles, using odometer or engine hour thresholds to trigger warnings and alerts as to when vehicles are due or overdue for service.

The Proponent must be able to incorporate GPS/AVL data from third-party Proponents installed in Province of Prince Edward Island contractor vehicles for display on the user interface.

### **WARRANTY AND SUPPORT REQUIREMENTS**

- a) The Proponent shall be responsible for supplying and installing the AVL system (software and hardware). The Contractor has sixty (60) days to install the system. The deadline for installation is November 15, 2018, keeping in mind that the heavy duty snowplow, salting and sanding equipment will only start to be installed on their trucks in October. Switches and wiring that are to be connected to these pieces of equipment will have to be scheduled around their installation to the vehicles. An additional sixty (60) days will be provided to ensure the system is up and running, to the Provinces expectations as outlined in this RFP. If at this point the system is not performing as expected, the contract may be terminated.
- b) AVL units must be covered by warranty for a minimum of three (3) years from the date of installation, during which period maintenance and support shall be provided. Optional extended warranties must be available.
- c) In the event of a hardware failure, the Proponent shall overnight the replacement unit. The Proponent may choose to leave spare parts at the Province of Prince Edward Island. If the repair requires a technician; the Proponent must have staff onsite within 48 hours of notification of the defective unit.
- d) The Proponent shall include in their proposal an option to extend the warranty period and maintenance of the units.
- e) The Vender shall have the necessary organization to provide remote diagnostic support and dispatch field services personnel to assist the Province of Prince Edward Island for on-site maintenance and technical support.

### **TRAINING SERVICES REQUIREMENTS**

- a) All initial training on system functionality, training manuals, and installation of all hardware shall be available from the Proponent and shall be included in the proposal.
- b) Training programs must be available with on-site and remote (webinar) sessions. Training sessions shall accommodate up to 10 people per session.
- c) Separate training shall be given to Province of Prince Edward Island mechanics for proper care, maintenance, and repair of the units.

- d) The Proponent must have a web portal where all training manuals, videos, and information on product are maintained in an easy, self-serve manner for end users.
- e) Proponent must have documentation guidelines for client-specific configuration / customization.

### **PUBLIC INFORMATION SYSTEMS**

- a) The Proponent must offer the capability to feed vehicle location data, service level data, and other relevant data from their system to public websites and other digital interfaces as required by Province of Prince Edward Island.
- b) The Proponent must be able to incorporate GPS/AVL data from third-party Proponents installed in Province of Prince Edward Island contractor vehicles for display in the Public Information Website.

### **ONGOING SUPPORT AND SERVICE LEVELS**

- a) The Proponent must have a Technical Support Desk to provide support for end-users. The support desk must have a toll-free line and online ticketing system. The Proponent must provide locations of Technical Support offices.
- b) Proponent must provide location of the Data Center where data will be stored. Data must be stored and remain in Canada.
- c) Data may not be accessed from outside Canada, i.e. Technical Support centers must be within Canada.
- d) The Proponent must describe data center facility in terms of location, tier, size, capabilities, redundancy, and physical security measures.
- e) The Proponent must maintain an N+1 configuration in all of its data centers.
- f) The Proponent must have a document Service Level Agreement. Please provide a copy with your submission.

## **D.2 Material Disclosures**

Not applicable.

## **D.3 Mandatory Technical Requirements**

### **HARDWARE AND FIRMWARE REQUIREMENTS**

The Proponent must offer a wide variety of AVL units to meet the needs for the wide range of vehicles in the Province of Prince Edward Island's fleet. The types of desired units are listed below:

- **Portable Tracking AVL Unit:** Track and trace unit which is used for tracking temporary vehicles or fleets which are frequently rolling over, such as contractors, spare vehicles infrequently used, etc. For the purpose of this RFP, the Proponent shall assume six (6) units shall be supplied at this time.
- **Light Duty Vehicle Plug n' Play AVL Unit:** Plug and play unit which connects directly to the OBDII port of light duty vehicles providing GPS data along with driver identification and engine diagnostics data available from the vehicle. These units must be tamper proof once installed in a vehicle. A total of 37 units will be required for installation on all lightweight vehicles as detailed in the Section 3.2 - Fleet Information.
- **Standard AVL Control Unit (with on-board systems integration functionality):** Units capable of recording and transmitting data from various sensor inputs for meeting the requirement defined herein for the larger heavy duty vehicles (i.e. Winter maintenance) in the Province of Prince Edward Island's fleet. The AVL must be able to identify the driver of each vehicle. These units must be tamper proof once installed in a vehicle. A total of 87 units will be required for installation on all Winter maintenance equipment as detailed in Section 3.2 – Fleet Information. Additional units must also be installed on private contractor's vehicles for the same costs as on the government vehicles. The private contractors shall enter into their own contract with the AVL/GPS supplier with all the conditions and fees included in the contract with the Province including termination dates and renewal agreements.

Firmware must be remotely upgradeable via wireless interface from a central location requiring no intervention from the Province of Prince Edward Island other than having the AVL unit turned on

Vehicle remote configuration software must be capable of logging into the unit to:

- Set distance and time reporting intervals
- Set destinations for data communications
- Sensor status changes and expansion of devices
- Updating or changing the AVL unit's firmware.

All devices must be able to operate on both GSM/GPRS, HSDPA/3G cell networks

GPS and telematic data shall be stored on-board the AVL control unit when cellular signal is weak or lost and sent when the cellular connection is regained.

GPS devices must have internal battery for antenna and power disconnect alerts.

#### **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.

#### **Suggested Proposal Content for the Evaluation of Rated Criteria**

## **D.4.1 RATED CRITERIA**

### D.4.1 Ability to Conduct Work

- Project Manager, relevant experience and position in organization;
- Qualifications of personnel assigned to project ;
- Availability of dedicated personnel for duration of project;
- Experience on similar projects.

### D.4.2 Methodology Proposed

- Demonstrated understanding of scope and objectives of project ;
- Recognition of direct and peripheral problems and solutions offered ;
- Demonstrate that the end product meets project objectives ;
- Proposed methodology – fully described, clearly stated and easily verified .

### D.4.3 Management of Work

- Schedule of project ;
- Quality control ;
- Reporting ;
- Outside resources .

### D.4.4 Proposal Presentation

- How well does the overall quality of the proposal match that expected of the final project;
- To what extent has the information required in the RFP been provided.