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REQUEST FOR PROPOSALS (RFP)
3918

Email Modernization Plan

Sponsored by the
Department of Finance, Energy, and Municipal Affairs

Links to Online Documents
The Proponent should use the following online documents when preparing its proposal: • Standard Terms and Conditions: http://www.cap-cpma.ca/images/worddocuments/newatlantic-e.htm

Important Notes for Submitting a Proposal:

- The complete Request for Proposals document (39 pages) is comprised of the 'Prince Edward Island Request for Proposal' (PEIRFP) Form (2 pages) and this RFP specifications document (37 pages). In the file that is downloaded from our PEI Tender Website, the PEIRFP Form **always precedes** this RFP specifications document. Please contact Procurement Services if any pages are missing.

- Financial information must **not** be reflected on the PEIRFP Form.

- The proposal must be submitted in **paper form** at the address given above. Any proposal that is submitted via facsimile or electronic mail **will not** be accepted.

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1.0 Definitions and Administrative Requirements

1.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor and as further defined in section 1.18 of this RFP;

b) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Province;

c) "Government Contact Persons" means those persons designated by Government listed under section 2.5 of this RFP to be the contact persons on behalf of Government for all matters relating to this RFP;

d) "Minister" means Minister of Finance, Energy, and Municipal Affairs;

e) "must" or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;

f) "PEIRFP Form" means the first two pages which precedes the "RFP specification document";

g) "PEI Tender Website" means www.gov.pe.ca/tenders;

h) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;

i) "Proposal" or "proposal" means a response to this RFP submitted to the Province by a Proponent;

j) "Province" or "Government" means the Government of Prince Edward Island and includes the Minister;

k) "Request for Proposals" or "RFP" means the process described in the contents of this proposal;

l) "RFP Contacts" means those contact individuals for the Province as listed in section 2.5 of this RFP; and

m) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

1.2 Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

1.3 Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this RFP will be posted on the PEI Tender Website. It is the sole responsibility of the Proponent to check for amendments on the PEI Tender Website.

1.4 Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Closing time and closing location for this RFP are available on the PEI Tender Website. Hard copies of late

proposals will not be accepted and will be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

1.5 Eligibility

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact Persons prior to submitting a proposal.

1.6 Evaluation

Evaluation of proposals will be by a committee formed by the Province. All committee members will be bound by the same standards of confidentiality.

1.7 Negotiation Delay

If a written Contract cannot be completed within 30 days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

1.8 Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

1.9 Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time as stated on the PEI Tender Website. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Province for purposes of clarification.

1.10 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Province, if any. If the Province elects to reject all proposals, the Province will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

1.11 Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP, the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal; and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

1.12 Proposal Validity

Proposals will be open for acceptance for at least 60 days after the closing date as stated on the PEI Tender Website.

1.13 Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

1.14 Currency and Taxes

Prices quoted are to be:

a) In Canadian dollars;

b) Inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and

c) Exclusive of applicable taxes.

1.15 Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Proponent at no charge.

1.16 Subcontracting

1.16.1 Using a subcontractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.

1.16.2 Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Persons prior to submitting a proposal.

1.16.3 Where applicable, the names of the acceptable subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the prior written consent of the Province.

1.17 Acceptance of Proposals

1.17.1 This Request for Proposals should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.

1.17.2 Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal or provincial statute, regulation or municipal by-law.

1.18 Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

1.19 Liability for Errors

While the Province has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

1.20 Modification of Terms

The Province reserves the right to modify or cancel the terms of this Request for Proposals at any time prior to the closing date and time in its sole discretion and has the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

1.21 Ownership of Proposals

All proposals submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* http://www.gov.pe.ca/law/statutes/pdf/f-15_01.pdf and this Request for Proposals.

1.22 Use of Request for Proposals

Any portion of this RFP, or any information supplied by the Province in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Province in relation to this Request for Proposals subject to *Freedom of Information and Protection of Privacy Act,* http://www.gov.pe.ca/law/statutes/pdf/f-15_01.pdf.

1.23 Reciprocity

The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a supplier of the Province.

1.24 No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Province.

1.25 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other

personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents are to specify that the personal information may be forwarded to the Province for the purposes of responding to this RFP and use by the Province for the purposes set out in the RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents and, upon such request being made, Proponents will immediately supply such originals or copies to the Province.

2.0 Introduction

The Government of Prince Edward Island wishes to modernize its email system (GroupWise V8) to meet current digital communication standards and position the system to meet future needs. To this end, IT Shared Services, on behalf of the Province of PEI, is seeking to engage a technology solutions agency with specialized experience in:

- Strategy development for email modernization and migration;
- Evaluation of technical, implementation and operational requirements for large scale, corporate email systems; and
- Migration from one large scale, corporate email system to another.

Deliverables:

1) Email Modernization Strategy focussed on operational stability; usability with respect to features, mobile device access, web access and system integration; and minimized cost and complexity;

2) Software and/or hardware requirements for the design, migration and implementation of the strategy, including interoperability with existing systems;

3) A migration and implementation plan for the strategy;

4) Policies and recommended best practices to support the maintenance of email, including considerations for maximum mailbox size(s), archive capacity, and retention periods; and

5) Cost estimates to fully implement the recommended strategy.

2.1 Government Responsibility

IT Shared Services manages the operation of the Province of PEI's computer systems and infrastructure, the planning, development and implementation of new information technology initiatives, and the coordination of IT and Information Management for the Province of PEI.

The IT Shared Services division:

- Maintains 650 servers and network connectivity, and supports various Wide Area Networks which include: Core Government, Health, and Education. These networks are comprised of Microsoft, Novell and UNIX file server environments with Microsoft Windows 7/XP desktop clients.
- Manages and delivers over 200 IT projects annually.

- Handles over 500 client support calls per day.
- Provides and manages 30,000 email users and 800 BlackBerry users.
- Supports 13,500 desktop computers; 6500 in Health and Core Government, 7000 in Education.
- Hosts and Maintains over 475 Business Applications. Some key applications include: PeopleSoft HR, Oracle Financials, CA Unicenter, Novell GroupWise, Novell NDPS and iPrint, Microsoft Active Directory, Microsoft Office 2003/2010, and Corel WordPerfect 12 Suite.
- Is responsible for over 1500 printing devices, of which 500 are MFDs and 900 are printers.

2.2 Situation Overview

IT Shared Services has received increased pressure from end users and senior management to provide a more modern and stable email system for all users. In addition, Novell GroupWise, Government's current email client, has a diminishing client base, increasing the risk that the software may become unavailable, and creating communication deficiencies when collaborating with external users.

The Government of PEI has almost 13,000 email licenses, with about 10,000 active users. IT Shared Services currently dedicates almost three FTEs to supporting email users and maintaining email hardware and software. The goal of an email strategy is to determine the best plan for Government's email system over the next ten years.

2.3 RFP Objectives and Project Scope

The overarching goals of an email migration project within the Government of PEI are to:

1) Provide greater operational stability to the email system used by Government employees.

2) Improve the usability of the email system with respect to enhanced features, mobile device access, web access, and system integration.

3) If feasible, reduce the cost and complexity of deploying and managing email.

4) Ensure that while the above objectives are being achieved, business requirements for data archiving and records retention are met.

In order to achieve these goals, Government expects that investments will be required in some, if not all, of the following areas: hardware, software (licenses and/or subscriptions), security, and policies.

This RFP is for the purpose of developing an Email Modernization Strategy and determining associated costs; thus, the actual implementation of the strategy is not included within the bounds of this work.

2.4 Project Schedule, Contract Period and Primary Work Location

Below is the approximate **schedule** that is expected to be followed for this RFP. However, this may be subject to change and is therefore presented primarily for guidance:

KEY EVENT	TENTATIVE DATE
RFP ISSUED	27-Nov-2014
DEADLINE FOR QUESTIONS	9-Dec-2014
DEADLINE FOR RFP SUBMISSIONS	19-Dec-2014
REVIEW BY EVALUATION COMMITTEE	23-Dec-2014
AWARD TO SUCCESSFUL PROPONENT(s)	12-Jan-2015
PROJECT COMMENCEMENT	26-Jan-2015

The schedule is an approximate **schedule** and may be subject to change and is therefore presented primarily for guidance.

The initial **Contract** will end on March 31, 2015.

The **primary work location** for the work reflected in this RFP is Charlottetown, PEI.

2.5 Government Contact Persons

2.5.1 Questions about this RFP should be directed to the individuals listed below (the "Government Contact Persons"), <u>or their designate(s)</u>. Information that is obtained from any other source is not official and may be inaccurate.

For Department	For Procurement Services
Edmund Malone Director, Infrastructure Services **Department of Finance, Energy and Municipal Affairs – IT Shared Services** P.O. Box 2000 40A Burns Avenue Charlottetown, Prince Edward Island C1E 1A4 **Email: emmalone@gov.pe.ca** Phone: (902) **368-4111**	**Ian Burge** Manager, Procurement Services **Procurement Services** 95 Rochford Street, Second Floor Shaw Building South, Room 27 P.O. Box 2000 Charlottetown, PEI C1A 7N8 **Email: ikburge@gov.pe.ca** Phone: (902) 368-4041

2.5.2 The Government Department/Agency sponsoring this RFP is Finance, Energy and Municipal Affairs. On Contract award, the successful Proponent will be working with this Department/Agency.

3.0 Service Requirements

3.1 Summary

As previously stated, the Province of PEI has five primary deliverables for this RFP and there are two constraints to which the project must adhere.

Deliverables:

1) Email Modernization Strategy focussed on operational stability; usability with respect to features, mobile device access, web access and system integration; and minimized cost and complexity;
2) Software and/or hardware requirements for the design, migration and implementation of the strategy, including interoperability with existing systems;
3) A migration and implementation plan for the strategy;
4) Policies and recommended best practices to support the maintenance of email, including considerations for maximum mailbox size(s), archive capacity, and retention periods; and
5) Cost and time estimates to fully implement the recommended strategy.

The deliverables should be packaged in a document(s) which provides the following information:

1) Mapping of the current state of Government's email system;
2) Proposed future state(s) of the email system;
3) A roadmap detailing the path from current to future state; and
4) Documented considerations of impacts, including risks, on the five architectural domains: Business, Data, Application, Infrastructure and Security.

Constraints:

1) There is a $75,000 ceiling on the project; and
2) The work must be completed by 31 March, 2015.

3.2 Detailed Requirements

The Proponent will be required to fully document an Email Modernization Strategy which will enable Government's future email system to meet the requirements described in the following sections.

3.2.1 Current Configuration

The Government of PEI has used GroupWise as its standard email platform for the past 10 years. As of summer 2014, there were over 12,000 users of GroupWise, of which almost 2,500 were marked "inactive". A growing proportion of Government users are accessing email through mobile devices. In June 2014, there were 800 BlackBerry (BES 7.1) users and 100 BlackBerry (BES 10) users. Some users are accessing Government email services through tablets and smartphones. which are are not supported by IT shared Services. Where no client GroupWise software is available for a device, users do have access to webmail (webmail.gov.pe.ca) from any internet-enabled device. Government currently maintains four GroupWise systems, based upon users' roles within Government; these are: Core Government, Department of Health, Department of Education, and Academic (students). Students are currently using Netmail for email services, but Government plans include a migration to Google services, including Gmail in the near future.

The configuration is as follows:

- All production post office servers are physical Windows 2008 R2 x64 / GroupWise 8.03;

- GroupWise Gateways and Webaccess servers are virtualized Windows Server 2003;
- Storage is EMC VNX SAN, networker and data domain for backup recovery;
- “Academic” and “Dept_Educ” systems are located at Burns Avenue, Charlottetown;
- “Dept_Health” system is at the Queen Elizabeth Hospital, Charlottetown; and
- “Govmain” system is at 4th Floor Sullivan Building, Charlottetown.

The GroupWise 8.0 platform currently provides the following basic capabilities:

- Email, with attachments to maximum of 10 MB;
- Calendar;
- Contacts and Address Book;
- Tasks and Reminder Notes;
- Messaging (GroupWise Messenger with limited users); and
- Archiving (to file server; not set by default).

As part of the Email Modernization Strategy, any proposed email platform should have, as an absolute minimum, the capabilities listed above, and should integrate with or recommend a replacement for the BlackBerry Enterprise Server (BES) environment.

3.2.2 Functional Scope

The Email Modernization Strategy must take into consideration the following high-level functional scope for the selection of an email system.

In Scope
- Email;
- Calendar;
- Personal Contacts;
- Personal and Shared Email Folders;
- Email Fax Service Integration;
- Historical Email Access (Email Archiving);
- Email Directory;
- Email Anti-Virus / Anti-Spam;
- Instant Messaging; and
- Mobile Device Management (smartphone, tablet).

Out of Scope
- Integrated Inbox (e.g. Voicemail Integration);
- Collaborative Workspaces;
- Wikis, Blogs and Forums; and
- Office Productivity Suites (except for the email client).

Specific platform capabilities which will be considered as part of the Email Modernization Strategy are:

- Support requirements (windows of support);
- BlackBerry environment;
- Email archive requirements;
- Email mobility requirements;
- Email standards;
- Email cleanup and maintenance; and
- Email backup and recovery.

3.2.3 Non-functional Scope

Additional, non-functional, scope items which must form a portion of the Email Modernization Strategy are defined below.

In Scope

- All existing Government email users on Dept_Educ, Dept_Health and Govmain systems.
- Hosting of the proposed email solution – the strategy may include one or more email service options ranging from solutions fully managed onsite by GPEI, to software as a service;
- Data migration and transition;
- Implementation and training support;
- On-going email and user support;
- Integration support for GPEI applications (via standard interface toolkits); and
- Access management to manage user profiles, credentials, and authentication.

Out of Scope

- Desktop management (excluding email client);
- Modification of GPEI applications to integrate with any new email solution; and
- Email system for students at PEI schools ("Academic" email system).

3.2.4 Business and Functional Requirements

The development of the Email Migration Strategy must consider these requirements for the proposed email solution.

- Consolidated Email: The proposed email solution must consolidate and modernize GPEI email services for all GPEI Departments.
- User Friendly: The proposed email solution must be user-friendly and intuitive, requiring no formal training. Training through documentation or online tutorials of less than 60 minutes would be considered the maximum.
- Accessible: The proposed email solution must be available to all GPEI users. The proposed email solution must meet standards on accessibility, and accommodate those with special needs, e.g. interoperability with applications to support visually and hearing impaired employees.
- Mobility Support: The proposed email solution must provide Mobile Device Management capabilities for platforms such as BlackBerry® smartphones, Apple iPhone® smartphones and iPad® and tablets, and Android™/Windows® smartphones and tablets.
- Available and Reliable: The proposed email solution has a target of 100% uptime for users, on a 24/7/365 basis.
- Broad Intelligent Search: The proposed email solution must support end-user email message and content search.
- Local Email Administration Support: The proposed email solution must allow for ITSS and partner personnel to perform email administrative functions such as adding and removing accounts, and resetting passwords.
- Legislative and Policy Alignment: The proposed email solution must adhere to existing Legislation and GPEI policies, standards, and guidelines.
- Cost Effective: This initiative must enable the GPEI to deliver email services at costs that are at par with industry.

3.2.5 Implementation and Migration Requirements

- Email Migration: The Email Modernization Strategy must provide a path to ensure that existing email content/data will be migrated to the new service, including file attachments.

  The Proponent must:

  1. Determine training and data migration solutions that will reduce transition cost, complexity, and risk to GPEI;

2. Provide guidance on application integration tools and industry standard interfaces to facilitate the integration of the proposed email solution with existing applications;
3. Provide migration guidance that will minimize the transition effort, the impact on operations, and risk of loss of data and email performance to departments and agencies in the integration of the proposed email solution with existing applications; and
4. Describe the complete training and migration costs associated with transitioning to a new email technology if different from the existing email platforms used by GPEI.

The Proponent will only be responsible for detailing the standard interfaces, and will not be required to include details for integrating the legacy applications into the proposed email solution.

- Smooth Transition: Existing functionality must be in place during the transition in order to allow users to retain access to email services, at all times, during the transition.

3.2.6 IT Shared Services Requirements

- Information Technology Shared Services Integration: The Proponent must provide as a part of the Email Modernization Strategy a method to integrate the proposed email solution with ITSS processes and the tools of ITSS. Note that the level of integration is expected to vary depending on the email service delivery option selected.

3.2.7 Security and Privacy Requirements

- The service must support layered security controls, such as:
  - Perimeter security services (e.g. firewall, anti-virus, anti-spam);
  - Protection from threats to the data at rest (e.g. access control), and
  - Protection for data in motion (e.g. encryption).

- The email solution proposed within the Email Modernization Strategy must ensure that information is accessible only to those authorized.

- The proposed email solution must comply with the statutory obligations under the *Freedom of Information and Protection of Privacy Act*.

3.3 Service Delivery Requirements

The requirements in this section will prevail as enduring requirements for service delivery throughout the effective period of any Contract(s) resulting from this RFP.

1. During the Contract, the proposed resources will be required to work either onsite and/or offsite, as requested.

2. The successful Proponent will be required to attend or participate in regular project meetings to be held in Charlottetown, PEI.

3. Any invoices submitted for services rendered must include a detailed breakdown of the work completed to support the amount that is invoiced.

3.4 Performance Standards and Deliverables

Success at the conclusion of the Contract will be determined by the following:

1. The Proponent complied throughout the project with the service delivery requirements as identified.

2. The Proponent delivered an Email Modernization Strategy document containing appropriate detail that the Government may utilize as it moves forward with implementing suggested changes to the email system.

4.0 Administrative and Legal Requirements

4.1 Prince Edward Island 'Request for Proposal' (PEIRFP) Form

As noted on the front page of this RFP, the PEIRFP Form is the first two pages of the file that is downloaded from our PEI Tender Website. It should be completed, signed and included in the proposal.

4.2 Business Registration

Government requires all Proponents which are companies, partnerships and sole proprietorships outside of PEI operating within the Province of PEI to register with Consumer, Labour and Financial Services, a division of the Department of Environment, Labour and Justice as required under the *Extra-Provincial Corporations Registration Act* R.S P.E.I. 1988, Cap. E-14 and the *Partnership Act* R.S.P.E.I. 1974, Cap. P-2. A sole proprietorship can be operated under the individual's name without the need for registration.

Further details on business registration for extra-provincial corporations, partnerships and sole proprietorships are available at http://www.gov.pe.ca/jps/index.php3?number=1027252&lang=E.%20%20.

4.3 Contract

After the evaluation, the successful Proponent(s) will be expected to sign a Contract that will constitute the legal agreement with the Province for this project and govern all aspects of the services to be delivered. The Contract will incorporate the content of this RFP and the successful proposal, and any other relevant terms.

4.3.1 Contract Terms

The terms of Government's standard services contract that will be used for this project is provided in Appendix B.

This Contract will always be customized as a part of the award process to reflect the Proponent's name, contact information, address, applicable schedules, etc.

4.3.2 Declaration of Contract Intentions

As outlined in Appendix A, the Proponent should prepare a declaration of its intentions regarding the Contract. The declaration **should be included with your proposal** as a separate document. Failure to include a completed declaration may be grounds for disqualification.

If the Proponent wishes to request alterations to the standard services contract, **these should be identified in the declaration.** The extent of the deviations from the standard services contract provided will be taken into account when evaluating proposals. The Proponent who requests what, in the sole opinion of Government, are multiple changes or is a major change to the standard services contract risks having its score reduced. Therefore, requested alterations should reflect only those alterations that the Proponent considers to be vital.

4.4 Other Important Provisions

4.4.1 Asking Questions

The Proponent is responsible for obtaining any needed clarification of the RFP requirements, while the RFP is open. Questions should be directed **in writing** to the Government Contact Persons. **Email is the preferred method of contact.** Verbal questions and responses that are not later confirmed in writing with the Government Contact Persons will not be considered an official response.

Questions and responses that are deemed to materially affect the RFP requirements, project scope, timelines, etc. or to be of interest to all Proponents **may** be made available at the Province's option. If so, this would be handled as an addendum while the RFP is open and made available for download from our PEI Tender Website.

4.4.2 Addenda and Addenda Acknowledgement

Proponents are responsible to ensure that they are aware of and have complied with any addenda issued by visiting the PEI Tender Website.

Responding to this RFP **may** require the acknowledgement of a specific addendum or multiple addenda as part of the submission. Acknowledgement requirements, whether optional or mandatory, will be defined in the addendum. The Proponent must monitor for any addenda that may be issued during the full open period of the RFP.

4.4.3 Additional Phases of Work

Upon completion of the Email Modernization Strategy as described in this RFP, Government expects that subsequent work to implement the strategy will occur.

If additional phases of work are required, the Province reserves the right to amend any Contract that may emerge from this RFP to complete these phases of the project. The Province also reserves the right to issue a subsequent tender to address any of these additional phases. The decision whether to amend an existing Contract and/or to issue a subsequent tender is at the sole discretion of the Province.

4.4.4 Conflict of Interest

The Province reserves the right to disqualify any Proponent that in the Province's sole opinion has an actual or potential conflict of interest or an unfair advantage, whether existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such terms and conditions, as the Province in its sole discretion may require.

Proponents are required to disclose, to the Government Contact Persons, any potential or perceived conflict of interest issues prior to RFP closing date and time as stated on the PEI Tender Website.

4.4.5 Indemnification, Insurance and Intellectual Property Rights

Confidentiality and Intellectual Property Rights

Any and all information, knowledge or data made available to the Proponent as a result of this agreement shall be treated as confidential information. The Proponent will not directly or indirectly disclose or use it 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.

The Proponent shall assign and irrevocably agree to assign to Government, without further compensation, all of its right, title and interest, in Canada, the United States and worldwide, in any intellectual property rights, including without limitation all copyright and all moral rights, in any changes made to Government software in carrying out its obligations hereunder. The Proponent shall ensure that all its employees and any subcontractors are similarly bound to assign their intellectual property rights. Licensing and marketing rights to the developed products will not be

granted in this agreement. Any materials provided by Government to assist the Proponent in carrying out the terms of this agreement shall be treated as confidential and returned to Government at the conclusion of the agreement. Any reports or materials prepared for Government in the course of the Contract are the property of Government.

Government will own all graphics developed as a result of this agreement.

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 Proponent, its employees, agents, servants or others for whom the Proponent is responsible, without the written consent of Government.

The parties agree that Government owns copyright on all aspects of the product or products created as a result of this agreement (the "Work Product") including all manner of data as set out in this paragraph and including all software developed as a result of this agreement 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.

The Proponent relinquishes all rights to the Work Product created pursuant to this agreement, including all rights, and including moral rights otherwise accruing to the Proponent pursuant to the *Copyright Act*, R.S.C. 1985, c. C-42.

Indemnification and Insurance

The Proponent shall indemnify and hold harmless Government and the PEI Public Service Commission, 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 Proponent or anyone directly or indirectly employed by the Proponent or anyone for whom the Proponent may be liable. For further clarification, this indemnity shall not be limited in any way or degree by any insurance the Proponent may have, nor by the limits of any such insurance and it shall endure after termination of this agreement or any renewal thereof.

The Proponent shall maintain, as a minimum, General Liability Insurance providing not less than Two Million Dollars ($2,000,000) coverage per occurrence and shall add Government of Prince Edward Island and the PEI Public Service Commission, as additional insured with respect to its liability under this agreement and provide whatever information Government may require on the insurance that is available. The policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability and blanket contractual liability.

The Proponent shall maintain, as a minimum, Professional Liability Insurance providing not less than Two Million Dollars ($2,000,000) on a claims made basis, subject to an annual aggregate limit of Two Million Dollars ($2,000,000.00), insuring the Proponent's liability resulting from errors and omissions in the performance of professional services under this agreement. Such insurance shall continue for a term of five (5) years following completion of the work.

The Proponent shall maintain, as a minimum, Automobile Liability Insurance providing not less than One Million Dollars ($1,000,000) on all vehicles owned, operated or licensed in the name of the Proponent.

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 any other means of indemnity such as the Prince Edward Island Self Insurance and Risk Management Fund. The policies required by this agreement shall be in a form and with insurers satisfactory to Government. A certified copy of the policies shall be delivered to Government prior to execution of the agreement. Default of delivery or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this agreement. Furthermore, Government shall have the right, but not the obligation, to review the original(s) of any required insurance policy(ies) in any of its offices. Such review by or on behalf of Government shall not be construed as acknowledgement that there has been compliance with the terms of this agreement.

4.4.6 Government Responsibilities

Government will assign a project manager to work in conjunction with the Proponent during the project.

4.4.7 Business Hours

Proposed personnel are expected to work within the normal business hours of the Province, which are:

- Monday to Friday, excluding holidays
- 8:30 a.m. to 5:00 p.m. Atlantic Standard Time (winter hours), excluding one hour for lunch and 8:00 a.m. to 4:00 p.m. (summer hours), excluding 30 minutes for lunch. Typically winter hours start early October and end late May, summer hours typically start early June and end late September.

During the Contract, the Province will identify any need to work outside the above business hours or in a different location. This may include any needed special arrangements, such as Government Department/Agency escorts and needed security clearances/passes.

4.5 Proposal Format

To help ensure consistency in Proponent responses and ease the evaluation process, the proposal should be prepared and packaged, as outlined in the sections that follow. Please print double-sided whenever possible and limit promotional and/or marketing materials to the information specifically requested in this RFP.

4.5.1 Structure of Proposal

The proposal should be comprised of the sections below, presented in the order listed:

❒ **Title page** – This should clearly identify the Proponent's name, postal address, telephone number, and email address as well as the project title and RFP #.

❒ **Table of Contents**

❒ **Body of proposal** – This should include the Proponent's technical and pricing responses as set out in section 5 of this RFP.

Appendices – These should include any response forms included in the RFP and any additional information, brochures, etc. that support the proposed services. Entries for each Appendix should appear in the Table of Contents.

4.5.2 Proposal Package

A complete proposal package is comprised of the elements below, presented in the order listed:

- ❒ **Administrative Elements** – The following items should be placed on **top** of the Proposal, in the order listed:

  - ❒ **One (1) PEIRFP Form** – One original of this PEIRFP Form should be **completed, signed and included** in your proposal. The business name provided under 'NAME OF COMPANY' on page 1 of this PEIRFP Form should be the same name as that reflected on your company's business registration profile. Ideally, this PEIRFP Form should be placed on **top** of your proposal and will be retained by Procurement Services.

  - ❒ **One (1) Declaration of Contract Intentions –** The declaration required by section 4.3.2 of this RFP and provided in Appendix A should be prepared and included.

  One (1) Letter of Introduction – This should identify the Proponent and be signed by a signing officer for the Proponent in order to bind the Proponent to the statements made in the proposal.

- ❒ **One (1) Original** – This is the original Proposal document containing the Technical and Pricing responses. The title page should be marked with the text **'ORIGINAL'** at the top. This original Proposal should be left **unbound**.

- ❒ **Five (5) Hard Copies** – Proposals without the correct number of copies may be rejected. The title pages for the copies should be prepared in the same way as the title page for the original Proposal, except these should be marked with the text **'COPY'** at the top. Include the completed PEIRFP Form in each copy. One of the copies should be left unbound.

- ❒ **One (1) Electronic Copy** – Prepare an electronic copy of your Proposal as a Portable Document Format (PDF) file (preferably), or alternately as a Word or WordPerfect file, and include this in your Proposal. The file name should include an abbreviated form of the Proponent's name and RFP #. Electronic copy must be on a virus-free compact disc (CD), virus-free digital versatile disc (DVD) or virus free memory stick. Label the disc or memory stick with the Proponent's name and RFP #.

4.5.3 Proposal Submission

- ❒ **External packaging** – Ensure the external packaging reflects the information listed below:

  - ❒ Proponent's name
  - ❒ Shipping address
  - ❒ Telephone number
  - ❒ Fax number
  - ❒ RFP #

4.5.4 Official Record of Submission

The original and all copies of the Proposal should be identical (excluding any obvious differences in labelling, as noted). If discrepancies between the original Proposal and copies of the Proposal are discovered during the evaluation or during the life of any Contract that emerges from this RFP, **the original Proposal retained by Procurement Services shall be taken as the correct version** and the Proponent will be advised accordingly.

5.0 Response Requirements

This section describes the **technical** and **pricing** responses to be included in the proposal.

5.1 Technical Response

5.1.1 Executive Summary

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

5.1.2 Understanding of RFP Requirements

Provide a 1-2 page summary of your understanding of the RFP requirements defined in this RFP. This content should be expressed in your own words and not simply recite the requirements as defined in this RFP.

5.1.3 Proposed Approach/Process and Project Plan

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

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

5.1.4 Demonstrated Expertise

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

Provide details on the number and complexity of projects completed and underway, including experience with platforms, file structures, software packages, etc. that are presently in use within Government.

5.1.5 Project References

Provide **three project references** for any work done by you in the past three years that is similar in nature to the requirements defined in this RFP. Select references that are similar to Government, and provide a contact name, along with his/her phone number, fax number and email address. The reference information provided should identify the size of the projects conducted for the reference as well as demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

5.1.6 Proposed Project Manager, Resume and References

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP. This is expected to include acting as the primary contact person with the Government for all aspects of this project.

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

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

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

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

5.1.7 Proposed Resources, Resumes and References

The Proponent should be able to demonstrate that its **proposed team as a whole** meets or exceeds the RFP requirements. Prepare the table below to identify **all** personnel who will be assigned to the project and contribute to (i) the **routine management** and/or (ii) the **performance** of

the required services. As shown, provide each person's name, title, role on this project, experience in this role and his/her respective employment status.

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

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

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

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

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

5.1.8 Management of Project Risk

- Identify the potential risks that would be expected to emerge during this project.
- Describe the respective impact(s) of these risks on the project itself and/or on any relevant business area(s) within Government, and assign a severity on a defined scale.
- Outline risk mitigation strategies.

5.1.9 Resource Management

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

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

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

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

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

5.1.10 Added Value

'Added value' is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.

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

5.2 Pricing Response

The maximum budget associated with this project is $75,000 (CDN).

5.2.1 Estimated Cost – Fixed Price

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.

5.2.2 Per Diem Rates

Prepare the following table for inclusion in your proposal. Identify the names of all persons who will contribute to the routine management and/or the performance of the required services, and their per diem rate. Per diem rates are based on a **seven and half-hour work day**, and do **not** include taxes.

Name	Per Diem Rate
	$
	$
	$

5.2.3 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.

5.2.4 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 Government after the Contract begins. These should be included in your estimated costs.

6.0 Proposal Evaluation

6.1 General Information – Evaluation team

The evaluation team will consist of representatives of the Province. It is understood and accepted by the Proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are the sole judgment of this evaluation team.

To assist in the evaluation of the Responses, the evaluation team may, but is not required to:

- Conduct reference checks relevant to the proposal with any or all of the references cited in a proposal to verify any and all information regarding a Proponent, and rely on and consider any relevant information from such cited references in the evaluation of responses;

- Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of responses; and

- Only seek clarification from a Proponent if the requested information is ambiguous and if such clarification does not offer the Proponent the opportunity to improve the competitive position of its proposal. To the extent possible, requests made by the evaluation team will be sent from the email addresses of the Government Contact Persons.

The proposal will be examined in accordance with the evaluation process and criteria outlined in the sections below.

6.2 Evaluation Process

The proposal will be evaluated using the following process:

Stage 1: Verify each proposal's compliance to the mandatory criteria identified below, and disqualify any proposals that fail to meet these.

Stage 2: For proposals that pass the mandatory criteria, evaluate and score each one, using the desirable criteria and weights identified below.

6.3 Stage 1 – Mandatory Criteria

The proposal must meet **all** of the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet **any one** of these criteria, it will receive no further consideration during the evaluation process and shall be deemed non-compliant.

1. The proposal must clearly demonstrate the Proponent's experience and ability to fulfill the service requirements identified.

2. All proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.

3. The Proponent must have and be able to demonstrate they are able to provide resource(s) that have considerable knowledge and experience in an email modernization in an organization similar in size and scope to GPEI.

4. The Proponent must provide an overview of at least three (3) projects where they have provided similar services to those described in this document.

5. The Proponent must confirm that the Proponent resource(s) will, if required, perform the work on-site at Government office locations in Charlottetown, PE.

6.4 Stage 2 – Desirable Criteria

If the proposal meets the mandatory criteria, it will be further evaluated using the desirable criteria as set out in the Table below. Scores will be recorded for each criterion and a total score will be determined.

Prepare the Table below, inserting references to the appropriate sections within your proposal that deal with each criterion under evaluation.

Criterion	**Weight (%)**	**Reference Page Number**
Executive Summary	5	
Proposed Process & Project Plan	15	
Demonstrated Expertise	10	
Proponent References	5	
Proposed Project Manager, Resume & References	5	
Proposed Resources, Resumes & References	10	
Management of Project Risk	5	
Resource Management	10	
Added Value	5	
Subtotal A – Qualifying Score	**70%**	

Cost of Proposal	30%	
Administrative and Legal Requirements • **PEIRFP Form** is signed & included • **Business registration** profile &/or plan have been included • **Declaration of Contract Intentions** has been included • **No or minimal alterations to standard contract** have been requested • **Bid format** reflects substantial adherence to instructions provided	0 (points may be deducted)	
Maximum Score Possible	100 %	

Notes:

1. **A minimum qualifying score of 55%** is required at Subtotal A and a minimum score must be met in each criterion as indicated.

   - If the proposal's score meets or exceeds the minimum qualifying score, the pricing response will then be evaluated using the formula below:

     score = weight x (low / bid)

Appendix A: Declaration of Contract Intentions

The successful Proponent(s) will be expected to sign a Contract with the Province that will govern all aspects of the project and the services to be delivered. While the Province has provided its required contract form for this purpose, alterations that the Proponent wishes to request in its proposal may be given consideration, in accordance with Section 4.3.2 of this RFP.

The Proponent should prepare a declaration to inform the Province of its intentions regarding the Contract, as shown below. This should be prepared as a short document (preferably on a single page) and should be included in the Proposal. **The declaration does not need to be signed.**

Declaration of Contract Intentions
RFP #: 3918 By signing the PEIRFP Form the Proponent has duly noted and agrees to the terms of the standard services contract referenced in the RFP. Check ☑ only one: ❒ If accepted as a successful Proponent for this RFP, the Proponent accepts the Contract terms and will sign the Contract without alterations. ❒ If accepted as a successful Proponent for this RFP, the Proponent accepts the Contract terms with the alterations identified below. The Proponent understands the consequences of requesting these alterations and that the Province may need to discuss these with the Proponent before any final Contract can be agreed to by the Province, in accordance with Section 4.3.2 of the RFP. 1. <describe desired alteration> 2. <describe desired alteration> 3. <describe desired alteration> etc.

Appendix B: Contract Terms

Contract Terms

NAME OF AGREEMENT

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

BETWEEN: **PROVINCE**, as represented by the Minister of _____

(hereinafter referred to as the "Government")

OF THE FIRST PART

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

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

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

AND WHEREAS the "Contractor" has agreed to provide the Government with these services on certain terms and conditions;

NOW THEREFORE the parties agree that the terms and conditions of their relationship are as follows:

[If required to clarify or limit the meaning of a word used in the remainder of the Agreement, list alphabetically with a lowercase letter under section 1.]

<u>Definitions</u>

1. In this Agreement, the following definitions apply:

   a. "XXXX" means .....

Initials _____/_____
Date _____/_____

Covenants of the "Contractor" and the 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 the Government.

3. (a) Subject to the termination clause, 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 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 duties as set out in this Contract on __ day of _____, 20___. It is further agreed that the Contract sum of $_____ is the maximum for the project and includes all amounts which may be owed for work done since _____ day of _ _____, 20_____.

Payments, Records and Accounts

4. The Government shall make payments to the "Contractor" in the following manner:

   (a) Payment for work rendered under this Agreement shall be at the rate of $_____ per hour, inclusive of all taxes, but in no case shall the total payment exceed $_____;

   OR

   (a) Payment for work rendered under this Agreement shall be for a fixed lump sum of $_____ __, inclusive of all taxes, payable in installments, as follows [ie. list dates (milestones) when payments will be made including amount to be paid on each date]

   AND, IF APPLICABLE

   (b) The Government shall pay all expenses of the “Contractor”, inclusive of all taxes up to a maximum of $_____, based on expenses actually incurred and verified by receipt.

   (c) The payments described herein shall be paid upon the basis of the submission by the ____ day of _____, 20____ of a detailed statement together with all necessary receipts. Such statements shall be submitted to the Government, and the Government shall pay the amount owing within _____ days of the receipt.

   (d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon completion and the acceptance of the work.

   (e) 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.

Initials _____/_____
Date _____/_____

(f) 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 the Government. The "Contractor" shall afford all facilities for the audits, inspections, copying and extractions and shall furnish the Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

(g) Subject to statutory limitations, the "Contractor" shall not, without the consent of the 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 and Records of Employment

5. (a) The parties agree that the "Contractor" shall act as an independent contractor and that he is entitled to no other benefits or payments whatsoever than those specified in Payments, Records and Accounts hereof.

(b) The parties agree that entry into this Agreement will not result in the appointment or employment of the "Contractor" as an officer, clerk or employee of the 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 or any other similar matter which the "Contractor" as a self-employed person may be required by law to make in connection with the work to be performed under this Agreement.

(b) The "Contractor" agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal Legislation which may have application to the work being performed under this Agreement.

(c) The "Contractor", before undertaking any work under this Agreement shall provide a certificate of good standing by the Workers Compensation Board.

(d) The "Contractor" shall 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-3 or any other laws that impose obligations in the nature of employers' obligations.

Initials _____/_____
Date _____/_____

(e) The "Contractor" agrees to accept the full cost of doing those things required under sub-paragraphs 6(a), 6(b), 6(c) and 6(d) above, and will not charge or seek reimbursement from the Government in any way; such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts above.

Reports

7. (a) The "Contractor" shall make interim reports as the Government may direct.

(b) The "Contractor" shall prepare and submit a draft final report for review and approval of the Government not later than the ___ day of _____, 20____. The 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 the Government not later than the _____ day of _____, 20____ unless the parties agree otherwise.

Administration

8. (a) Where the work is to be performed in the offices of the Government, the "Contractor", for better co-ordination, shall follow the same time schedule as applicable to employees of the Government.

(b) Where work is to be performed at locations other than that described, the schedule and location of work will be as set forth in Schedule "B".

9. The Government shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and direct the activities of the "Contractor".

Termination of Agreement

10. Notwithstanding other provisions of this Agreement, the 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 the Government and either delivered to the "Contractor" or mailed to the "Contractor's" address at the last-known place of business. 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 the Government, except for the following: the "Contractor" will be paid pursuant to and in accordance with Paragraph 3 hereof 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 the Government or the "Contractor" on account.

Initials _____/_____
Date _____/_____

11. 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

12. 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" will not directly or indirectly disclose or use it for purposes unrelated to the Agreement at any time without first obtaining the written consent of the Government, unless the information, knowledge or data is generally available to the public.

13. (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 the 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 the Government.

(b) The parties agree that Government owns the copyright on all aspects of the project, including all manner of data as set out in paragraph 13 (a) above and including all software developed as a result of the project 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 Product created pursuant to this Agreement, including all rights, including moral rights otherwise accruing to the "Contractor" pursuant to the *Copyright Act*, R.S.C. 1985, C-42.

Freedom of Information and Protection of Privacy Act

14. Any information provided on this Contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*. The “Contractor” will be consulted prior to release of any information.

15. Contractors whose work for Government involves the collection or use of personal information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.

Initials _____/_____
Date _____/_____

Indemnification, Assumption of Liability and **Intellectual Property Rights**

16. The "Contractor" shall indemnify and hold harmless the 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 work (herein called the "claims"), 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.

17. (a) The "Contractor" shall maintain, as a minimum, general liability insurance providing not less than Two Million Dollars ($2,000,000) coverage and shall add the Government as an additional insured and provide whatever information the Government may require on the insurance that is available.

(b) The policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, blanket contractual liability and 30 days' notice of cancellation to the insured and the Government.

(c) The policy required by this Agreement shall be in a form and with insurers satisfactory to the Government. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government. A certified copy of the policy shall be delivered to the Government prior to execution of the Agreement. Default of delivery or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

(d) The “Contractor” shall maintain, as a minimum, professional liability insurance, in an amount not less than Two Million Dollars ($2,000,000) coverage insuring the “Contractor’s” liability from errors and omissions in the performance of professional services under this Agreement.

(e) The Proponent shall maintain, as a minimum, Automobile Liability Insurance providing not less than One Million Dollars ($1,000,000) on all vehicles owned, operated or licensed in the name of the Proponent.

(f) All required insurance shall be endorsed to provide Government with 30 days’ advance written notice of cancellation or material change.

(g) The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor any other means of indemnity such as the Prince Edward Island Self Insurance and Risk Management Fund. The policies required by this Agreement shall be in a form and with insurers satisfactory to Government. A certified copy of the policies shall be delivered to Government prior to execution of the Agreement. Default of delivery or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement. Furthermore, Government shall have the right, but not the obligation, to review the original(s) of any required insurance policy(ies) in any of its offices. Such review by or on behalf of Government shall not be construed as acknowledgement that there has been compliance with the terms of this Agreement.

Initials _____/_____
Date _____/_____

18. The “Contractor” shall assign and irrevocably agree to assign to Government, without further compensation, all of its right, title and interest, in Canada, the United States and worldwide, in any intellectual property rights, including without limitation all copyright and all moral rights, in any changes made to Government software in carrying out its obligations hereunder. The “Contractor” shall ensure that all its employees and “Contractors” are similarly bound to assign their intellectual property rights. Licensing and marketing rights to the developed products will not be granted in the Contract. Proposals regarding these rights should not be submitted in response to this RFP and will not be considered in the evaluating responses. Any materials provided by the Province to assist the “Contractor” in carrying out the terms of their Contract shall be treated as confidential and returned to the Province at the conclusion of the Contract. Any reports or materials prepared for the Province in the course of the Contract are the property of the Province.

    (a) The parties agree that Government owns the copyright on all aspects of the product or products created pursuant to the Contract (“the Work Product”), including all manner of data as set out in the paragraph above and including all software developed as a result of the Contract 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.

Entire Agreement

19. This Agreement shall not be assigned or subcontracted in whole or in part by the "Contractor" without the prior written consent of the Government.

20. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.

21. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.

22. This Agreement, including Schedules_____ and _____, 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.

Initials _____/_____
Date _____/_____

23. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

IN WITNESS WHEREOF the parties thereto have executed this Agreement as of the day and year above written.

SIGNED, SEALED & DELIVERED	)	**Province**, in the presence of:
	)	as represented by the Minister of
	)	_____
	)	
_____	)	_____

SIGNED, SEALED & DELIVERED	)	**"Contractor"**
in the presence of:	)	
	)	
_____	)	_____

Initials _____/_____
Date _____/_____

SCHEDULE "A"

TO CONTRACT
BETWEEN
THE PROVINCE AND
THE CONTRACTOR

DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

SCHEDULE "B"

TO CONTRACT
BETWEEN
THE PROVINCE AND
THE CONTRACTOR

DATED THE _____DAY OF _____, 20____

LOCATIONS OF WORK TO BE PERFORMED