



**TREASURY BOARD SECRETARIAT
PROCUREMENT SERVICES**

95 Rochford Street, 2nd Floor South, Shaw Building, Room 27
PO Box 2000, Charlottetown, PEI, C1A 7N8
Telephone: (902) 368-4040 or Facsimile (902) 368-5171

ADDENDUM # 1

for RFP # 4708

TO: All Bidders
FROM: Tanya Rowell, CPHR
DATE: 05/31/2017
SUBJECT: Addendum to RFP #4708

1. The Anticipated Execution of Agreement in the RFP Timetable in Section 1.4 should read, "14 September 2017", not "14 September 2018".

2. Section D.3 b), 3rd bullet down states, "The vendor must state previous experience and approach utilized in collective bargaining and interest and rights disputes including personnel assigned, their roles and client references". Section D.4.2 states, "Each proponent is required to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last 5 years". Please note the three client references requested under Section D.4.2 are sufficient to address the reference requirement in section D.3 b).

END OF ADDENDUM.

Please return this sheet with your formal bid proposal.



REQUEST FOR PROPOSALS

Tender Number: 4708

Closing Date: June 9, 2017

Closing Time: 2:00PM

1. Check for changes to this request

Before submitting this proposal, visit the Procurement website or phone our office to see if any Addenda detailing changes have been issued on this tender. Changes may be posted up until the tender closing time. It is your responsibility to acknowledge and take into account **ALL** Addenda.

2. Give your business information (please print)

Name of Company: _____
(if you are not a registered company, give your name)

Street Address: _____

City: _____ Province: _____

Postal Code: _____ Email Address: _____

Mailing Address (if different): _____

Phone Number: _____ Fax Number: _____

HST/GST Registration Number (BN): _____ (leave blank if NOT applicable)

3. Follow any special instructions

The full RFP document is attached to this PDF.

4. Review the following documents, which will form part of your proposal

(All documents can be found on the Procurement Services website at <http://www.gov.pe.ca/tenders>)

○ [Atlantic Standard Terms and Conditions](#)

○ [Applicable Trade Agreements](#)

5. Acknowledge receipt of addenda (if any)

ADDENDUM	SIGNATURE
Addendum #1	
Addendum #2	
Addendum #3	

Were there more than 3 addenda for this proposal? YES NO

Indicate the number of additional Addendums you have received.

Please sign indicating that you acknowledge the additional addenda noted above

6. Sign your Proposal

I confirm that the information I provided on this proposal is complete and accurate and that I am authorized to sign on behalf of the company.

Name (please print): _____ Position or Title: _____

Signature: _____ Date: _____

7. Submit Proposal To:

PROCUREMENT SERVICES
95 Rochford Street
2nd Floor South, Shaw Building
PO Box 2000, Charlottetown, PE, C1A 7N8
Telephone: (902)368-4040

Fax and E-mail submissions are not accepted.

**REQUEST FOR PROPOSALS
#4708
FOR**

**Labour Relations and Human Resource
Management Legal Services**

For the Education sector of Prince Edward Island, as
represented by the PEI Public Service Commission

Request for Proposal Number:	4708
Date Issued:	May 24, 2017
Submission Deadline:	June 9, 2017

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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 of Prince Edward Island (“the Province”) to prospective proponents to submit proposals for the provision of **Labour Relations and Human Resource Management Legal Services** as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

(a) Intent of RFP

Under the direction of the Public Service Commission, this Request for Proposals is intended to select a vendor to provide ongoing legal, professional and labour relations (LR) and human resource management (HR) services to the Education sector as the Client Employers of the Province of Prince Edward Island.

(b) Purpose of the Work

The Client Employers are responsible for shaping the public service culture and must ensure that the vendor is aligned with the goals and objectives of the organization. The vendor will be representing the Client Employers through a number of critical, legal, professional and LR/HR processes and therefore, will be expected to become acutely aware of their vision and carry out the “Deliverables” as listed in Appendix D within a multi union environment.

The Province seeks to foster harmonious and mutually beneficial working relationships that promote the well-being and increased productivity of its employees to the end that the people of Prince Edward Island will be effectively served. In order to achieve that end, the vendor must possess a unique blend of strong technical legal, professional and LR/HR expertise and, of equal importance, the communication skills necessary to forge a positive and productive relationship with unions, employees and Client Employer representatives.

(c) Scope of the Work

The vendor will be required to carry out legal, professional and LR/HR functions for the following Provincial Government Education sector Client Employers:

The French Language School Board and the Public Schools Branch (previously known as the English Language School Board) with approximately 2,700 permanent employees and four collective agreements/terms and conditions of employment.

The services expected to be provided by the vendor include, but are not limited to the following:

- A. Collective Bargaining
- B. Grievance and Rights Disputes
- C. Consultation Services
- D. Training
- E. Research
- F. Professional Legal Services

As a central service provider, the vendor would be expected to provide a consistent and coordinated approach to the delivery of these services across the sector while at the same time, respecting the unique needs of each Client Employer.

1.2 RFP Contact

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

Tanya Rowell, tmrowell@gov.pe.ca , Director of Human Resource Management and Labour Relations

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 minimum period of **3 years**. The Province reserves the right to extend the agreement for two additional terms of 1 year in duration beyond the initial term with the approval of all parties, for an overall potential maximum of **5 years** in total.

1.4 RFP Timetable

Issue Date of RFP	24 May 2017
Deadline for Questions	31 May 2017
Deadline for Issuing Addenda	2 June 2017
Submission Deadline	June 9, 2017, 2 pm.
Anticipated Execution of Agreement	14 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
Room 234, Second Floor
Shaw Building
95 Rochford Street
P.O. Box 2000
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 **5** 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 one (1) 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.

2.3 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 Section D.3 of 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.4 of the **RFP Particulars (Appendix D)**. The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Legal, Professional, and LR/HR Knowledge	30 points	21 points
D.2 Qualifications	25 points	17.5 points

D.3 Experience	25 points	17.5 points
Subtotal	80 points	60 points
Pricing	20 points	15 points
Total Points	100 points	75 points

2.4 Stage III – Pricing

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

2.5 Selection of Highest Scoring Proponent

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

<http://www.gov.pe.ca/jps/index.php3?number=1027199&lang=E>

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 Section D.3 of 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 sixty (60) 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 sixty (60) days of notice of selection, 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 fifteen (15) 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

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

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.

[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 ____ day of ____, 20__.

Payments, Records and Accounts

4. Government shall make payments to the Contractor in the following manner:
- (a) Payment for the Work shall be at the rate of \$_____ per hour, inclusive of all taxes, but in no case shall the total payment exceed \$_____;
- OR
- (a) Payment for the Work shall be a fixed lump sum of \$_____, inclusive of all 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, 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 Government and Government shall pay the amount owing within ____ days of receipt.
- (d) All payments are subject to a hold back of an amount equal to __% of the amount billed. The hold back shall be paid upon completion and acceptance of the Work.
- OR
- (d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
- (e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

- (f) Subject to statutory limitations, the Contractor shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

- 5.
 - (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
 - (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
- 6.
 - (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for 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 Five Million , (\$ 5,000,000.00 CAD) Dollars inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional 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) Professional Liability insurance in an amount not less than Five Million (\$5,000,000.00 CAD) Dollars on a claims made basis, subject to an annual aggregate limit of Five Million (\$5,000,000.00 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 6 years following completion of the Work.

- (c) 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 60 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. Certificates of insurance shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt of the certificates of insurance 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 duly executed this Agreement as of the date first above written.

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

SIGNED, SEALED & DELIVERED) **Contractor**
in the presence of:)
)
)
_____) _____
) Authorized Signing Officer

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)	
Reference Form	

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 service delivery, and all other overhead, including any applicable fees or other charges.

2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

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

$$\begin{array}{l} \text{Lowest rate} \\ \text{-----} \end{array} \quad \times \quad \text{Total available points} = \text{Score for second-lowest rate}$$

Second-lowest rate

$$\begin{array}{l} \text{Lowest rate} \\ \text{-----} \end{array} \quad \times \quad \text{Total available points} = \text{Score for third-lowest rate}$$

Third-lowest rate

And so on, for each proposal.

3. Pricing Form

The Public Service Commission requires a bid which includes a per annum lump sum for the “Deliverables” outlined in Appendix D and an hourly charge out rate for services performed by the vendor on behalf of government that are not included in Appendix D. The vendor may, at any time, refuse to undertake such additional services on behalf of Government.

The Province anticipates that the lump sum will be no more than \$190,000 for annual expenditures for all legal, professional and LR/HR services (the “Deliverables” outlined in Appendix D).

APPENDIX D – RFP PARTICULARS

The Deliverables

1. **Collective Bargaining and Terms and Conditions of Employment**
(These agreements are typically two/three years in duration)

Client Employers and Related Collective Agreements

Client Employers

Public Schools Branch
French School Board

Agreements

Excluded Employees

Prince Edward Island Teachers' Federation

The Canadian Union of Public Employees
Union Locals 1145, 1770, 1775
(Transportation, Property Maintenance and
Administrative Support)

The Canadian Union of Public Employees
Union Local 3260 (Educational Assistants)

- (a) Provide pre-negotiation assistance and advice in such matters as:
 - Identifying and assisting in resolving issues;
 - Ensuring the timeliness of all related proceedings;
 - Providing a well-researched brief to the Client Employers' negotiation team on current trends and issues related to employee relations including but not limited to settlement trends;
 - Collaborating with the Client Employers' negotiation team in identifying issues, developing proposals and a negotiation strategy which is aligned with the Provinces legal, professional and LR/HR objectives and which meets the mandate established by Treasury Board;
 - Providing interpretation and analysis services for statistical and other information.
- (b) Lead Employer negotiating team through:
 - Presentation and advocacy of their proposals;

- Study and response to proposals of employee representatives;
- Consultation and conference with the Client Employer's designates;
- Taking all appropriate action within mandate to conclude a new collective agreement or any revision to an existing collective agreement;
- Providing assistance to Treasury Board's representative to prepare and deliver the tentative agreement to Treasury Board for completion of the ratification process;
- As appropriate, meet with Treasury Board representative, Director of Employee Relations or designate, chief negotiator of the Union/Employer representative bargaining team or other appropriate parties to conclude a Collective Agreement;
- Conduct education sessions for employer representatives on revisions to collective bargaining agreements.

(c) Interest Disputes

- Lead conciliation discussions on behalf of the Client Employer;
- Consult and confer with Client Employer;
- Assume overall responsibility for preparation and presentation of Client Employer's case at arbitration;
- Assume responsibility for the preparation and presentation of the Client Employer's case at judicial review should the issue be forwarded to judicial review;
- In the event of an unlawful strike, to assist in the development and coordination of the Client Employer's response.

NOTE: The successful vendor will be required to assist in the development of a collective bargaining strategy for the PEI public sector which would include consultation with key government representatives.

2. Grievances and Rights Disputes

- Consult and advise the Client Employer on appropriate responses to grievances as they arise at each level of the grievance process;
- Represent the Client Employer at grievance meetings where appropriate and requested to do so by the Client Employer;
- Prepare and present the Client Employer's case at grievance arbitration;
- Brief Client Employer on a timely basis with respect to outcomes of rights disputes;
- Represent the Client Employer's interests in mediation sessions or other problem-solving efforts;
- Assume responsibility for the preparation and presentation of the Client Employer's case at judicial review should the issue be forwarded to judicial review.

3. Consultation Services

- Assist, when required, in the interpretation of the collective agreement (provide written interpretations, case reviews and summaries when requested);
- In collaboration with the Public Service Commission, discuss broad LR objectives with and provide semi-annual updates to Treasury Board on the current status of relations with public sector unions and emerging LR issue
- As required, assist the Client Employer with any impacts resulting from a change of employer or any other issues flowing from or impacting on collective agreements (ie. mergers, jurisdictional issues, reorganization, closures, amalgamation, business re-engineering...etc.);
- As requested, provide the Client Employer with advice respecting appropriate action to be taken in various situations such as performance issues, discipline, and other issues associated with collective agreements;
- As requested, provide the Client Employer with advice and assistance regarding negotiations involving third parties where government has an interest (eg. NGOs, or other similar groups, involved in labour negotiations);
- As requested, provide the Client Employer with advice and assistance regarding investigations, mediation and any other conflict resolution activities;
- As requested, facilitate strategic discussions with Client Employer representatives regarding the development of broad legal, professional and LR/HR policy objectives to address emerging legal, professional and LR/HR issues and relations with public sector unions;

- At the request of Client Employer, initiate and assist in any consultations with unions/employee representatives;
- Contribute to the development of internal (provincial LR/HR personnel) LR/HR expertise through formal training and ongoing informal guidance and support;
- At the request of Client Employer, attend monthly meetings of internal LR/HR personnel to provide advice, assistance and education sessions on various legal, professional and HR/LR topics for the Employer each month;
- At the request of Client Employer, conduct seminars, workshops or information sessions for public sector supervisors, managers, directors and Legal, professional and LR/HR personnel regarding LR, HR management and the cultivation of effective employee relations. The Client Employer and the vendor shall mutually agree on the topics for each event, the names of key personnel who should attend and the duration of such seminars, workshops or information sessions.

4. Other

- Monitor/follow criminal justice proceedings involving current employees;
- Provide meeting rooms (sufficient to accommodate monthly meetings as well as collective bargaining sessions), parking, clerical support and meals (day long meetings/bargaining);
- Represent Client Employer in Workers Compensation matters where the Employer believes that a claim is not a valid one under the *Workers Compensation Act*. This may take the form of correspondence, attendance at hearings, and advocacy before the Appeal Tribunal or the courts.
- Provide professional legal services as Government may request from time to time in connection with labour matters of its boards, agencies, commissions and other entities in the education sector.
- At the request of a Client Employer, provide advice and representation to the Client Employer in Human Rights complaint matters in collaboration with internal risk management representatives. This may take the form of correspondence, attendance and representation at panel hearings.
- As required by the Client Employer, provide research and advice on modern patterns of practice (with respect to labour market considerations, collective bargaining, recruitment and retention, etc.), emerging labour relations, salaries and benefits and human resource issues and their impact on collective/non-union employee agreements and hold regular meetings with Human Resource representatives of Client Employers;

- At the request of Client Employer, conduct periodic reviews of key personnel policies and programs to determine consistency with legislative and collective agreement requirements and recommend changes where necessary.
- The vendor shall, either through the Public Service Commission, or another appropriate mechanism, provide support, information, advice to Government on employee benefits, and in addition give advice on the role of benefits in its overall human resource planning strategy.
- The vendor shall consult with the Client Employers to identify service level standards for the provision of services under this contract.
- The vendor shall provide regular updates on the status of collective bargaining and the number and status of grievances by sector.
- The vendor shall provide regular updates by sector on FTE usage under the contract.

D.1 Material Disclosures

- It is anticipated that .75 full-time equivalent professional staff plus sufficient administrative support will provide service. A full-time equivalent is 1950 working hours. The hours of those working part-time will be determined as a proration.
- The Public Service Commission with representatives from the Education sector will provide ongoing direction and feedback to the vendor. The Public Service Commission and Education sector Client Employers, in cooperation with the vendor, will develop performance indicators to evaluate quality of service and the parties will meet on a regular basis to review matters of interest and to provide feedback to the vendor regarding the quality of service being provided.

D.2 Mandatory Technical Requirements

The following are considered minimum mandatory criteria:

1. The vendor team must be a multi-disciplined work unit with varied and shared areas of legal, professional and LR/HR expertise and experience including but not limited to:
 - Considerable breadth of public sector knowledge in relation to contract interpretation, and local/provincial/regional/federal collective agreements and statutes/regulations in respect of LR;
 - Considerable experience and a demonstrated understanding of unionized environments within large employers and emerging legal, professional and LR/HR issues facing various Client Employers.

- Representation of the client employer's interests in dispute resolution forums including conciliation, mediation and/or arbitration processes;
- Leading collective bargaining (i.e. spokesperson and have led collective bargaining processes);
- Conducting legal, professional and LR/HR research and policy development;
- Legal expertise in labour law including but not limited to representation on matters arising from the *Workers Compensation Act* and submissions for judicial review;
- Delivering workshops/training sessions on a wide range of legal, professional and LR/HR matters such as performance management; workplace harassment, discipline and managing absenteeism;
- Demonstration of their capacity to deliver timely (at times same day) quality services;
- Demonstration of their capacity to provide daily access to at least one bilingual consultant at all times or an equivalent contingency.
- The vendor team must have demonstrated an ability to achieve credibility with senior managers in a large organization.
- The vendor must demonstrate an understanding of the Public Service Education sector of Prince Edward Island.
- Given the nature of the work, the vendor would be required to base its staff, for this contract, on Prince Edward Island and be available to meet with the Client Employer on short notice, in person, when required. Travel within the Province of Prince Edward Island will be required.

Vendor submissions, which have met the mandatory requirements, will also be assessed on the following requirements:

1. Professional excellence in relation to breadth/depth of knowledge of emerging legal, professional and LR/HR trends and practices, in particular, within the Public Sector.
2. Qualifications of personnel who will be assigned to this contract.
3. Past performance in providing similar services.
4. Demonstrated skill and ability in relation to effective communications, conflict resolution, consultation, investigative and facilitation skills (any formal training and/or certification should be included).
5. Demonstrated responsiveness, timely completion of work and accessibility.

6. The capacity and willingness to foster the ongoing development of the Client Employers' capacity to manage legal, professional and LR/HR issues.
7. A willingness to comply with the Client Employers' vision and desired culture in relation to legal, professional and LR/HR within the Public Sector.
8. Commitment to ongoing professional development.
9. Vendor value added provisions, including approach, resources, expertise management, tools and/or methodologies, facilities and access to key personnel.

D.3 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.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Legal, Professional, and LR/HR Knowledge	30 points	21 points
D.2 Qualifications	25 points	17.5 points
D.3 Experience	25 points	17.5 points
Subtotal	80 points	60 points
Pricing	20 points	15 points
Total Points	100 points	75 points

Each proponent proposal must contain, at a minimum, the following items in its proposal:

a) Executive Summary

This summary is to include company history, number of years in business, personnel and any other pertinent related information.

b) Main Body Proposal

- The vendor must provide a listing of all the personnel to be utilized in the provision of legal, professional and LR/HR services to the Client Employers, the portion of their time dedicated to this work and a current resume for each.
- The vendor must state any potential conflict of interest which may occur in conducting this service. This includes any past or current activities or relationships which may be perceived as a conflict of interest.
- The vendor must state previous experience and approach utilized in collective bargaining and interest and rights disputes including personnel assigned, their roles and client references.

- The vendor must provide examples of recent training workshops and research projects conducted in relation to legal, professional and LR/HR issues (include outlines and evaluations).
- The vendor must provide a clear and concise overview regarding their approach in meeting the “Deliverables” of D.1 and how they meet all of the requirements in D.3.
- The cost for the work (per annum lump sum) and an hourly charge out rate (Include only in Financial Proposal).

D. 4.2 References

Each proponent is required to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last 5 years.