

**REQUEST FOR PROPOSALS
FOR
STANDING OFFER – PROFESSIONAL SERVICES - WEB**

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

Request for Proposal Number:	5086
Date Issued:	05-JUL-2018
Submission Deadline:	20-JUL-2018

Tables of Contents

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables.....	3
1.4 RFP Timetable.....	4
1.5 Submission of Proposals.....	4
PART 2 – EVALUATION OF PROPOSALS	6
2.1 Stages of Evaluation.....	6
2.2 Stage I - Mandatory Submission Requirements.....	6
2.3 Stage II – Evaluation.....	6
2.4 Notification to Proponents.....	7
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	8
3.1 General Information and Instructions.....	8
3.2 Business Registration.....	9
3.3 Communication after Issuance of RFP.....	9
3.4 Execution of Agreement, Notification and Debriefing.....	10
3.5 Conflict of Interest and Prohibited Conduct.....	11
3.6 Confidential Information.....	12
3.7 Reserved Rights, Limitation of Liability and Governing Law.....	13
3.8 Participation of Eligible Public Sector Entities.....	14
APPENDIX A – FORM OF AGREEMENT	16
APPENDIX B – SUBMISSION FORM.....	31
APPENDIX C – SUBMISSIONS PARTICULARS FORM.....	35
APPENDIX D – RFP PARTICULARS	36
D.1 The Deliverables.....	36
D.2 Material Disclosures.....	37
D.3 Rated Criteria.....	37
APPENDIX E – PROPONENT PROFILE FORM.....	39
APPENDIX F – PROPONENT EXPERIENCE FORM.....	40
APPENDIX G – RESOURCE PARTICULARS FORM.....	41
APPENDIX H – SERVICE CATEGORIES.....	42

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 qualification in providing professional services for one or more service categories in the delivery of web related services, **RFP Particulars (Appendix D)** (the “Deliverables”).

The Province may need resources with specific skill sets, experience and expertise to participate in projects in support of new initiatives or in ongoing operations. The intent of this RFP is to provide the Province with an effective means to procure the required skills from the marketplace to address short term resource requirements through a standing offer.

The list of qualified Proponents for each service category created by the evaluation of this standing offer will expire twenty-four (24) months from the date of award. At the discretion of the Province and with appropriate notification and acceptance by the qualified Proponents, this standing offer may be extended up to an additional twelve (12) month period beyond the initial expiry date.

Proposals from consortiums and individuals will be accepted.

1.2 RFP Contact

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

Bonnie Blakney
Project Manager, Web Renewal
bblakney@gov.pe.ca

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

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into an agreement with the Province for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”) subject to **Section 3.1.11 Declaration of Contract Intentions and Appendix B Section B9.1**.

1.4 RFP Timetable

Issue Date of RFP	July 5, 2018
Deadline for Questions	July 11, 2018
Deadline for Issuing Addenda	July 12, 2018
Submission Deadline	July 20, 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

95 Rochford Street
2nd Floor South, Shaw Building,
PO 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 **1** hard copy of their proposal and one (1) electronic copy saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of 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 environmental 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 bid. Sealed packages should be prominently marked with:

- the RFP title and number (see RFP cover)
- the full legal name and return address of the Proponent

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 two 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 Particulars Form (Appendix C)

Each proposal must include a completed **Submission Particulars Form (Appendix C)**.

2.3 Stage II – Evaluation

2.3.1 Rated Criteria

The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the **RFP Particulars (Appendix D)**. The following is an overview of the weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for each will not qualify. The Proponent will be evaluated separately for each web services category to which the Proponent requests qualification.

Rated Criteria	Weighting (Points)	Minimum Threshold
D.3.1 Proponent Profile	20	15
D.3.2 Proponent - demonstrated experience working on projects directly related to the service category.	30	23
D.3.3 Resumes - demonstrated experience working on projects directly related to the service category.	50	38
Total Points	100	76

2.4 Notification to Proponents

Following the completion of the evaluation, Proponents will be notified via e-mail of the service categories for which the Proponent qualified.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

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

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

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

3.1.4 Language

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

3.1.5 No Incorporation by Reference

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

3.1.6 References and Past Performance

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

3.1.7 Information in RFP Only an Estimate

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

3.1.8 Proponents to Bear Their Own Costs

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

3.1.9 Proposal to be retained by the Province

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

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.1.11 Declaration of Contract Intentions

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

3.2 Business Registration

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

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

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

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

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

3.3.2 All New Information to Proponents by Way of Addenda

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

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

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

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

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

3.4.2 Failure to Enter into Agreement

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

3.4.3 Notification of Outcome of Procurement Process

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

3.4.4 Debriefing

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

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

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

3.5.2 Disqualification for Prohibited Conduct

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

3.5.3 Prohibited Proponent Communications

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

3.5.4 Proponent not to Communicate with Media

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

3.5.5 No Lobbying

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

3.5.6 Illegal or Unethical Conduct

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

3.5.7 Rejection of Proposals

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

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

3.6 Confidential Information

3.6.1 Confidential Information of the Province

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

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

3.6.2 Confidential Information of Proponent

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

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

<https://www.princeedwardisland.ca/sites/default/files/legislation/F-15-01-Freedom%20of%20Information%20and%20Protection%20of%20Privacy%20Act.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-Freedom%20of%20Information%20and%20Protection%20of%20Privacy%20Act.pdf>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

The Province reserves the right to:

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

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

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

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

3.7.3 Governing Law and Interpretation

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

3.8 Participation of Eligible Public Sector Entities

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

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

- (a) Any agreement the successful Proponent enters into with an eligible public sector entity shall be on the same terms and conditions, including pricing and expiry date, contained in the agreement it enters into for the same goods and/or services with the Province under this RFP.

(b) The Proponent and the other entity acknowledge and agree that the Province will not have any contractual or financial obligation or any other liability to either the Proponent or the other entity for any matter arising under the agreement or through the provision of goods and services specified in this RFP and, without limiting the foregoing, the Proponent and other entity acknowledge and agree that:

- The Province will not be liable or responsible for any act or omission of the other entity in relation to the other entity's access to the provisions of goods or services under this RFP;
- The other entity will make its own enquiries and satisfy itself as to the suitability of the Proponent or its products or services for the other entity;
- The other entity will be responsible for obtaining its own professional advice, including its own independent legal advice, and for including any additional business and legal terms and conditions in the other entity's agreement as may be necessary and appropriate in its specific circumstances; and
- The other entity will be responsible for its own contract administration with the Proponent and will not direct any Proponent service issues that may arise to the Province.

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

**SAMPLE CONTRACT
MEMORANDUM OF AGREEMENT
[INSERT NAME OF AGREEMENT HERE]**

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

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

(hereinafter referred to as "Government")

OF THE FIRST PART;

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

(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

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

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

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

Definitions

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

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

Covenants of the Contractor and Government

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

Payments, Records and Accounts

- 4. Government shall make payments to the Contractor in the following manner:
 - (a) Payment for the Work shall be at the rate of \$_____ per hour, exclusive 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 \$_____, exclusive 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, exclusive of all taxes, up to a maximum of \$_____, based on expenses actually incurred and verified by receipt.
 - (c) The payments described herein shall be paid upon the basis of the submission, by the ____ day of ____, 20__, of a detailed statement together with all necessary receipts. Such statements shall be submitted to Government, and Government shall pay the amount owing within ____ days of receipt.

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

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax, Harmonized Sales Tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work, and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1 or any other laws that impose obligations in the nature of 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 at the locations specified in Schedule "B" - Locations of Work to Be Performed and the Contractor shall follow the same time schedule as applicable to employees of Government.
10. Government shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mailed to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.
12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public. Without limiting the foregoing, the Parties confirm that they have executed a Non-Disclosure Agreement, a copy of which is attached as Schedule "C" to this Agreement.
14.
 - (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.
 - (b) The Parties agree that Government owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
 - (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act*, R.S.C. 1985, c. C-42.

15. (a) Each person on behalf of the Contractor who properly requires access to any application involved in this Agreement is required to, and shall only use, a unique user name and password assigned by Government exclusively to that person for that person's sole use. For greater certainty, this requirement applies to any person who is accessing any test or production data residing on any Government server or network, and any copies of such data authorized to temporarily reside on the servers or networks of the Contractor.
- (b) Before beginning the Work, the Contractor agrees to execute Government's Acceptable Use Agreement, a copy of which is attached hereto as Schedule "D".

Conflict of Interest

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

Freedom of Information and Protection of Privacy Act

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

Indemnification and Insurance

19. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

20. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to Government:
- (a) Commercial General Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;
 - Broad Form Property Damage; and
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
 - (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars.
 - (c) Professional Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars on a claims made basis, subject to an annual aggregate limit of Two Million (\$2,000,000.00 CAD) Dollars insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of six (6) years following completion of the Work.
 - (d) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A certified copy of the policy, or policies, shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt of the certified copy of the policy, or policies, by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

Memorandum of Agreement to Prevail

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

General

- 22. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
- 23. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
- 24. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 25. This Agreement, including Schedules "A", "B", "C" and "D" constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 26. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 27. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 28. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

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

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

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

SCHEDULE "A"

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

DATED THE ____ DAY OF _____, 20__

STATEMENT OF WORK

Objective

Contractor Responsibilities

Government Responsibilities

Deliverables with Timeline

Additional Financial Information

SCHEDULE "B"

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

DATED THE _____ DAY OF _____, 20____

LOCATIONS OF WORK TO BE PERFORMED

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

SCHEDULE "C"
NONDISCLOSURE AGREEMENT

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

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

1.
 - a) Use the information solely for the purpose stated in the Agreement;
 - b) Restrict disclosure of the information to those employees of the Contractor required to know such information in order to accomplish the purpose stated in the Agreement;
 - c) Advise each such employee, before he or she receives access to the information, of the obligations under this Non-Disclosure Agreement and require each such employee to maintain these obligations; and
 - d) Within ten (10) days following a request of the Government, return to the Government all documentation, diagrams, computer media and other materials containing any portion of the information, or confirm to Government, in writing, the destruction of such materials.
2. The information shall remain the sole property of Government.
3. The rights and obligations of the Parties under this Non-Disclosure Agreement may not be sold, assigned or otherwise transferred.

4. Notwithstanding the date of execution of this Non-Disclosure Agreement, the Parties agree that it is effective as of the date first above written and that it will continue in effect indefinitely, unless terminated in writing by either Party. However, the Contractor's obligations of confidentiality and restrictions on use of the information disclosed by Government shall survive any termination of this Non-Disclosure Agreement.

GOVERNMENT OF PRINCE EDWARD ISLAND

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

Signed: _____

Name: _____

Date: _____

[INSERT NAME OF CONTRACTOR HERE]

Signed: _____

Name: _____

Date: _____

SCHEDULE "D"

Government Provided Computer Technology Acceptable Use Agreement – External Contract Users

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

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

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

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

9. The Contractor must not violate the privacy of other users and their accounts, regardless of whether those accounts are securely protected. Technical ability to access other's accounts does not, by itself, imply authorization to do so.

10. The Contractor must not intentionally access or use any Government data which is not necessary for the completion of the work being performed under the contract.

11. The Contractor's computer shall not be left unattended while the Contractor is logged on to the Government network. A password protected screen saver is required to reactivate a session after 5 minutes of inactivity.

12. Work related Electronic Data must be stored on the Government-provided file server where possible. If work related Electronic Data is not stored on the file server it is the Contractor's responsibility to prepare and maintain backup copies in accordance with Government policies, the *Archives and Records Act* and the *Freedom of Information and Protection of Privacy Act*.

13. Willful or intentional violations of this Agreement will, at the sole option of Government, result in immediate termination of contract, as well as the pursuit of all other legal remedies available at law.

14. The Contractor understands and agrees that when the contract with Government ceases, for whatever reason, the authorization to use the Government-provided Computer Technology and system also ceases.

The Contractor hereby acknowledges and agrees as follows:

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

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

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

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

Definitions

The following definitions apply to this Acceptable Use Agreement:

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

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

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

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

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

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

B.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables.

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)	
Submission Particulars Form (Appendix C)	

B.4 Addenda

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

B.5 No Prohibited Conduct

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

B.6 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.7 Proposal Irrevocable

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

B.8 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.9 Execution of Agreement

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

B.9.1 Declaration of Contract Intentions

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

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

Check only one:

- If accepted as the Successful Proponent for this RFP, the Proponent accepts the Agreement for (Appendix A) as set out in the RFP, and will execute this Agreement without alterations.

- If accepted as the Successful Proponent for this RFP, the Proponent accepts the Agreement form (Appendix A) as set out in the RFP but with the requested alterations as identified below. The Proponent understands the consequences of requesting these alterations, and accepts that the Province may need to discuss these requested alterations with the Proponent before any Agreement will be agreed to by the Province in accordance with section 3.1.11 of the RFP.

Desired Alterations

1.
2.
3.
4.

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 – SUBMISSIONS PARTICULARS FORM

SUBMISSION PARTICULARS		
Proponent Name:		
Primary Contact Name:		
Primary Contact Title:		
Address:		
e-mail Address:	Phone	Phone
Indicate in which categories the Proponent is responding.		
Service Category	Participating (yes/no)	Number of Resumes
(1) Web Developer/Programmer		
(2) Automated Testing - Integration Programmer/Analyst		
(3) Web Systems Specialist		
(4) Solution Architect		
(5) Web Designers / Information Architects		
(6) User Experience Testing		
(7) Cyber Security		
(8) Systems Analyst		
(9) Analytics - SEO		
(10) Apache Solr Expertise		
(11) Drupal Developer/Programmer		

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

Background

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 qualification in providing professional services for one or more service categories in the delivery of web related services.

The Province may need resources with specific skill sets, experience and expertise to participate in projects in support of new initiatives or in ongoing operations. The intent of this RFP is to provide the Province with an effective means to procure the required skills from the marketplace to address short term resource requirements through a standing offer.

The list of qualified Proponents for each service category created by the evaluation of this standing offer will expire twenty-four (24) months from the date of award. At the discretion of the Province and with appropriate notification and acceptance by the qualified Proponents, this standing offer may be extended up to an additional twelve (12) month period beyond the initial expiry date.

Proposals from consortiums and individuals will be accepted.

The Province may offer work to Proponents as described below:

- The Province may request that an individual or individuals to work singularly or as part of a team to deliver projects or perform operational work in support of a production solution.
- The Province may require the services of an individual or individuals to perform consultation, analysis, options and a recommendation related to web questions.
- The Province may require specific expertise to produce deliverables based on a fixed price bit.

Approach

Government is looking to identify Proponents who can provide resources in the service categories outlined in **Appendix H – Service Categories**.

The Province of PEI will review the Proponent’s submission to determine the Proponent’s qualification in each category the Proponent requests evaluation.

The Province’s determination of a Proponent’s qualification may include the following factors: experience of the Proponent and its key team members, past conduct on previous contracts, past performance on previous contracts, and management skill. The Province of PEI may make this determination of responsibility based on the Proponent’s proposal, reference evaluations and any other information the Province of PEI requests or determines is relevant. For each category a Proponent responds, the Proponent will be rated using the rated criteria as identified in **Section 2.3.1** of this RFP.

Where the Province offers work under this Standing Offer to Proponents qualifying in a category, a statement of work and evaluation criteria will be created and offered for response to qualifying Proponents in a category. The qualifying Proponents may respond with resources and prices for the specific work being offered through a response to the statement of work.

Depending on the outcome of the evaluation and the need for different types of expertise that may be proposed across the proposals received, the Province may award Contracts for this RFP to multiple successful Proponents.

The work location and eligibility for other expenses will be determined as per individual statement of work.

On-boarding Process

If a Proponent wishes to qualify in a category following the closing date of this RFP or a Proponent who responded to the original RFP and was unsuccessful in a particular category and circumstances have changed and the Proponent is requesting to be reevaluated, the Proponent must submit a covering letter with the same requirements as outlined in this RFP.

The on-boarding process will be permitted until **March 31, 2020** which is six months prior to the expiry of this Standing Offer. Regardless of the date a Proponent is added to the Standing Offer list, all agreements will expire on **July 31, 2021** without exception.

Respondents are encouraged to respond to this initial posting to maximize the opportunity; however, as detailed above in **Section 3.1.10**, there is no guarantee that any minimum purchase volumes will be reached through this Standing Offer.

D.2 Material Disclosures

Where an agreement is finalized and executed by the Province, the agreement deliverables may be subject to a threat/risk assessment at the discretion of the Province. The agreement will require that any high risk defects will be corrected at the expense of the successful Proponent.

D.3 Rated Criteria

The following is an overview of the weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a criterion will not be qualified in the service category.

D3.1 Proponent Profile (20/100 – minimum score 15)

Using the form provided in **Appendix E - Proponent Profile** provide a description of Proponent company including history, size, primary line of business and a description of the company's unique strengths.

D3.2 Demonstrated Expertise and Project References (30/150 – minimum score 23)

Using the form provided in **Appendix F – Proponent Experience by Category**, complete a form for **EACH** service category for which you are responding. Select work done by you that demonstrates your experience in delivering work similar in nature and scope as identified in the category description. Include information that identifies the size of the project. Include a reference and contact information for each reference.

D3.3 Proposed Resources, Resumes and References (50/150 – minimum score 38)

Using the form provided in **Appendix G – Resource Particulars**, document the resource(s) and category you are offering for evaluation. The form will provide a cross reference between service category and resource resume.

Submit the individual **resumes** for each proposed resource that will be used to qualify you in a service category. 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 the particular service category.

Each resume should include **at least two (2) project references** where the proposed individual served in a similar role, including:

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

Resumes, including references, should not exceed three (3) pages. Anything beyond three (3) pages will not be evaluated. Resume format and layout should be consistent for all resources proposed.

If you are offering the same resource in multiple categories, only **one copy** of the resume is required.

APPENDIX E – PROPONENT PROFILE FORM

PROPONENT PROFILE

Proponent Name:

Description of the Proponent including principal business and areas of expertise.

APPENDIX F – PROPONENT EXPERIENCE FORM

PROponent EXPERIENCE BY CATEGORY	
Category: _____	
Project Name and brief description:	
Proponent's role and resources provided (eg. Project Manager, Developer, Business Analyst etc.):	
Client Name and Title:	Client Contact Information:
Project Name and brief description:	
Proponent's role and resources provided (eg. Project Manager, Developer, Business Analyst etc.):	
Client Name and Title:	Client Contact Information:

APPENDIX H – SERVICE CATEGORIES

Category 1 – Web Developer/Programmer

The Web Developer / Programmer category encompasses the investigative, analytical, and design skills with the ability to produce and implement properly engineered and tested web solutions.

This service category includes, but is not limited to:

- Design, code, test and implement web based solutions
- Perform modifications and enhancements to production systems
- Apply structured systems development and project management techniques
- Interpret visual designs and transform into code using various frameworks to create responsive and mobile solutions
- Solve complex problems through effective review of website architecture and code
- Produce technical and descriptive documentation for developers and users
- Design, implement and maintain solutions
- Produce technical and descriptive documentation for developers and users

Knowledge and experience with SQL, Java or Drupal, PHP, and HTML are required. Individuals must have demonstrated experience in the development or support of web solutions.

Familiarity with agile development methodologies such as Scrum will be considered an asset.

Category 2 - Automated Testing and Integration Programmer/Analyst

The Automated Testing and Integration Programmer/Analyst category encompasses the investigative, analytical, and design skills with the ability to use Java to produce and implement properly engineered and tested software solutions.

This service category includes, but is not limited to:

- Work with analysts and software developers to find solutions to issues
- Participate in designing and developing testing automation framework/tools that can support component-level testing automation, regression testing and web user interface
- Design, write and execute test automation scripts using test automation frameworks
- Structure and maintain the software configuration management system
- Automate and maintain the software build process
- Automate software deployment and monitoring
- Automate software testing at multiple levels (component, configuration item, subsystem, system) and monitor results
- Monitor site stability and performance and troubleshoot site issues
- Scale infrastructure to meet rapidly increasing demand
- Provide support to development teams that use the automated infrastructure

Knowledge and experience with Java, test automation development tools for the web UI (eg. Selenium), business readable domain specific languages (eg. Gherkin), behavior driven testing software (eg. Cucumber) and SQL are required.

Familiarity with agile development methodologies such as Scrum, experience with kubernetes, and experience with application performance management tools will be considered an asset.

Category 3 - Web Systems Specialist

The Web Systems Specialist category encompasses the monitoring, maintenance, configuration, support and optimization of web based middleware solutions and operating systems to ensure the security, stability and scalability of the government web infrastructure.

This service category includes, but is not limited to:

- Perform installation and configuration tasks for operating systems including various distributions of Linux
- Perform security scan against servers, systems and applications and modify accordingly
- Participate in investigations into problematic activities related to a wide variety of services such as Apache, Memecache, Varnish, PHP-FPM, CEPH, Load Balancers, DNS Services, LDAP Galera
- Perform installation and configuration tasks for related file systems, networking, clustering, storage and systems
- Participate in the design and execution of vulnerability assessments, penetration tests and security audits
- Review and deploy operating system releases and vendor supplied patches according to best practices
- Install and configure all components related to web, file and databases servers and load balancers
- Design and document technical architectural diagrams
- Create and maintain documentation as it relates to system configuration, architecture and patch management processes
- Provide knowledge transfer to IT Shared Services representatives and maintain support documentation within government provided Wikis
- Provide related services to web based systems and supporting technologies

Knowledge and experience in project related work for web systems support, a good understanding of full stack web development and experience in system support for web services is required.

Knowledge and experience with Ubuntu OS, PHP, MariaBD, Barracuda Load Balancers, Varnish and LDAP would be an asset.

Category 4 - Solutions Architect

The Solutions Architect category encompasses the investigative, analytical, and design skills with the ability to design complex designs that incorporate security, solutions architecture, and system design across the web environment.

This service category includes, but is not limited to:

- Lead in designing, specifying and selecting information system solutions, considering functionality, data, security, integration, infrastructure and performance
- Conduct architectural evaluation, design and analysis of enterprise wide web systems
- Deliver recommendations for robust solutions that meet strategic requirements
- Work closely with the Province's Enterprise Architecture Division to ensure compliance with existing and future strategic directions
- Prepare and present test plans, technical presentations, and briefings plus white papers for various solution areas
- Collaborate with the IT development team to ensure the architectural solution can be suitably translated into an implementation

The individual must be comfortable with the intersection of technology and business. They must have broad competencies across the entire web environment. They must have demonstrated experience in analyzing new technologies quickly and thoroughly. The individual will have proven experience in a broad range of web solutions including APIs, document management systems, content management systems, containerized applications, automated testing, clustering, etc.

Category 5 - Web Designer – Information Architect

The Web Designer – Information Architect category encompasses investigative, analytical design skills with a strong understanding of user experience and web trends to organize web content and translate that to a design.

This service category includes, but is not limited to:

- Researches needs, preferences, and objectives by understanding how users consume content, including data categorization and labeling
- Plans information architecture by through review of the web strategy and target audience
- Envisions the architectural scheme, information structure, features, functionality, and user-interface design
- Organizes information by translating user behavior into structure and elements
- Produces workflow diagrams, user scenarios, flowcharts, and storyboards; preparing interaction specifications, navigation rules, organization of information, and site maps
- Implements information architecture by preparing paper and interactive prototypes and mockups including page layout and navigational elements
- Coordinates with the development team to integrate site concept, visual design, writing, interface, and navigational structure
- Considers usability test plans; traffic patterns; feedback; while coordinating with user experience specialists

Knowledge and experience with HTML, CSS, user experience testing, design tools such as the Adobe suite of products and Search Engine Optimization are required.

Category 6 - User Experience Testing

The User Experience Testing category encompasses the use of moderated and unmoderated methods and tools to test the aggregate and subjective experience of using a product such as a website or app.

This service category includes, but is not limited to:

- Understand the segmentation of users accessing information and services
- Identify user personas
- Determine design inconsistencies and usability problem areas within the user interface and content areas. (eg. Navigation, function, presentation, etc.)
- Recruit participants, arrange facilities and schedule tests
- Exercise the web site under controlled test conditions with representative users.
- Establish baseline user performance and user-satisfaction levels of the user interface for future usability evaluations. (metrics, such as page load time, search time, response time, time on task, etc.)
- Ability to test various devices; desktop, tablet and mobile interface
- Ability to synthesize data, report findings, and present recommendations
- Ability to deliver the exercises in English and/or French.

Knowledge and experience in qualitative and quantitative user experience testing for websites is required. Proponents must have proven experience for the recruitment and screening of participants.

Category 7 - Cyber Security

The Cyber Security category encompasses investigative and analytical skills to detect and prevent threats to the Province's web software, hardware and network.

This service category includes, but is not limited to:

- Operate and monitor Intrusion Detection Systems (IDS), Security Incident and Event Management (SIEM), anti-malware and other cyber-security tools, logs and technologies, enabling rapid detection and response to malicious activities
- Recognise and respond to cyber-attacks and threats based on in-depth, proactive analysis of monitoring, network, application and system event data to identify potentially abnormal or anomalous system behaviour
- Perform forensic analysis of IDS, logs, network traffic dumps and other cyber-security event sources, e.g. firewalls, asset inventories, vulnerability registers, through both manual and automated correlation practices
- Evaluate and utilise intelligence regarding new threats and vulnerabilities to ensure protective monitoring is capable of detecting potential new attacks (e.g. through custom IDS or SIEM rules)
- Create reports on cyber-security threats, attacks, incidents, and other indicators of cyber-security issues
- Assess the organization's exposure to existing and new vulnerabilities and develop detection / mitigation strategy
- Perform threat risk assessments

Knowledge and experience with IDS, SIEM, anti-malware and cyber-security technologies, including tuning, is required. Candidates must have demonstrated understanding of network traffic analysis techniques and ability to correlate multiple cyber-security event sources to provide a complete analysis of an intrusion. It is expected candidates have an understanding of multiple operating systems and networking technologies, including hardening methodologies.

Category 8 - Systems Analyst

The Systems Analyst category is the bridge between the business problem and the technical solution. It encompasses understanding and experience of various technologies.

This service category includes, but is not limited to:

- Collaborating with clients to analyze functional requirements
- Liaising between the development resources, the quality assurance team and other applicable business units
- Reviewing technical designs and providing guidance to ensure designs meet and support business requirements.
- Evaluating risks and predicting potential problems
- Writing reports, specifications and creating flowcharts
- Analyzing information in order to reconcile conflicts, elicit requirements and distinguish solution ideas from business needs
- Lead testing processes
- Working with the QA developers to identify tests to be automated (write Gherkin for feature tests)
- Coordinates the documentation and charting for work flow processes from a functional and technical perspective

Knowledge and experience as part of an application development team, creating work flow diagrams of technical environments and SQL skills are required.

Familiarity with agile development methodologies such as Scrum and experience with automated testing methodologies will be considered an asset.

Category 9 - Analytics - SEO

The Analytics – SEO category is for the provision of consulting services to provide options, recommendations and implementations of Google Analytics and/or Tag Manager for the Province’s websites.

This service category includes, but is not limited to:

- Create Google Analytics reports
- Set up Google Analytics accounts, views, dashboards, filtering, and goals
- Create data studio reports
- Debug and provide solutions to analytic issues
- Prepare and host knowledge transfer workshops
- Provide recommendations and solutions for progressing analytics use
- Research current methodologies and best practices for website analytics tracking and reporting.
- Work with third party tools to implement proper site and goal tracking.
- Develop scalable and repeatable Google Analytics implementation methods
- Troubleshoot and solve data issues.

Knowledge and experience with Google Analytics, Google tag manager, HTML/CSS, dashboard and report building are required. Individuals must be a certified Google Analytics Qualified Individual.

Category 10 - Apache Solr

The Apache Solr category is for providing technical guidance and experience with Apache Solr in particular where it is integrated with Drupal.

This service category includes, but is not limited to:

- Search solutions expertise providing technical guidance for Apache Solr solutions and architecture
- Proficiency in enterprise search using Apache Solr.
- Design and Installation of Solr search for internal and external websites
- Schema design and Solr configuration
- Customizing Solr to crawl and index content from external sites
- Integration of Drupal 7 and Drupal 8 with Apache SOLR with Search API.

Knowledge and experience in personalized search, relevancy tuning, managing production SOLR instances, integration of features like boosting and user context is required.

Category 11 – Drupal Developer/Programmer

The Drupal Developer/Programmer category encompasses the investigative, analytical, and design skills with the ability to use Drupal to produce and implement properly engineered and tested software solutions.

This service category includes, but is not limited to:

- Design, code, test and implement web based solutions
- Perform modifications and enhancements to production systems
- Apply structured systems development and project management techniques
- Interpreting visual designs into code using the Bootstrap framework to create responsive and mobile Drupal themes
- Solve complex problems through effective website architecture and code
- Create and Configure Drupal structures (content types, views, taxonomies, blocks, etc.)
- Create or modify a Drupal Page, View or Panel that displays data collected on the site
- Create custom Drupal modules to meet functionality requirements if no existing contributed modules exist
- Produce technical and descriptive documentation for developers and users.
- Develop and deploy new site features using the features module.

Knowledge and experience with SQL, Drupal, PHP, and HTML are required.

Familiarity with agile development methodologies such as Scrum will be considered an asset.