

# **REQUEST FOR PROPOSALS**

**FOR**

**LEGAL SERVICES**

**For the Prince Edward Island Nurses' Union  
(PEINU)**

**Request for Proposal Number: NU1**

**Date Issued: January 7, 2019**

**Submission Deadline: January 31, 2019**

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## DEFINITIONS

Throughout this Request for Proposals, the following definitions apply:

- a) "Business Hours" means Monday to Friday between the hours of 8:30 a.m. to 5:00 p.m. AST except when such a day is a public holiday or as otherwise agreed to by the parties in writing. "Days" means calendar days;
- b) "Contract" means the written agreement resulting from this Request for Proposals executed by PEINU and the Contractor;
- c) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written contract with PEINU;
- d) "Evaluation Team" means the individuals who have been selected by PEINU to evaluate the Proposals;
- e) "PEINU" means Prince Edward island Nurses' Union;
- f) "Proponent" means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposals;
- g) "Proposal" or "Proposals" means all the documentation and information submitted by a Proponent in response to the RFP;
- h) "Request for Proposals" or "RFP" means the process described in this document; and issued by PEINU for the purchase of the Services and all addenda thereto;
- i) "RFP Submission Deadline" means the Proposal submission date and time as set out in Section 1.3 and as may be amended from time to time in accordance with the terms of the RFP;
- j) "Services" means the services intended to be procured pursuant to this RFP;

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Prince Edward Island Nurses’ Union (“the “PEINU”) to prospective Proponents to submit Proposals for the provision of **Legal Services** as further described in the **RFP Rated Criteria (Appendix D)** (the “Deliverables”).

PEINU requires timely access to Labor Law specialists to provide counsel to the PEINU for the purposes of the union office and to occasionally represent the union in labor matters. And further, to provide legal counsel from time to time in the operations of the PEINU.

### 1.2 RFP Contact

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

**Gordon Garrison, Executive Director, PEINU----gordong@PEINU.com  
902-892-0965/902-394-0143**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the PEINU, other than the RFP Contact, 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 RFP Timetable

Issue Date of RFP	7 January 2019
Deadline for Questions	24 January 2019
Submission Deadline Date and Time	<b>31 January 2019 @ 2:00 PM Atlantic Time</b>
Presentations	21 February 2019
Contract Negotiation	TBD
Execution of Agreement	TBD

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

### 1.4 Submission of Proposals

#### 1.4.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

**Prince Edward Island Nurses’ Union  
10 Paramount Drive  
Charlottetown, PE, C1E0C7**

### **1.4.2 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 PEINU 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.

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

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

- 1) Technical Proposal – include three (3) hard copies of their Proposal and one (1) electronic copy saved as a Portable Document Format (PDF) on a USB flash drive. 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

Technical Proposals should be comprised of:

- a) Appendix A - Submission
- b) Appendix B – Form of Agreement
- c) Appendix C – Mandatory Requirements
- d) Appendix D – RFP Particulars

Financial information is not to be included in the technical Proposal.

Label the USB flash drive with the Proponent's name and RFP #.

- 2) Financial Proposal - In a sealed envelope which should be included in the sealed package, include three (3) hard copies of the financial Proposal (completed response to Appendix E – Submission Pricing) 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 PEINU will not accept Proposals submitted by **facsimile transfer, email, or any other electronic means.**

#### **1.4.4 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.

#### **1.4.5 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 PEINU is under no obligation to return withdrawn Proposals.

#### **1.4.6 Proposals Irrevocable after Submission Deadline**

Proposals will be open for acceptance for at least 180 days after the closing date, during which time the pricing and other elements contained in the Proposal will remain firm.

[End of Part 1]

## **PART 2 – EVALUATION AND NEGOTIATION**

### **2.1 Stages of Evaluation and Negotiation**

The Province will conduct the evaluation of Proposals and negotiations in the following four stages:

- Stage I: Mandatory Submission Requirements
- Stage II: Invited Presentations & Evaluation
- Stage III: Pricing
- Stage IV: Ranking and Contract Negotiations

### **2.2 Stage I – Mandatory Submission Requirements (Appendix C)**

Stage I will consist of a review to determine which Proposals comply with all of the Mandatory Submission Requirements (Appendix C). If a Proposal fails to satisfy all of the mandatory submission requirements, PEINU will issue the Proponent a Rectification Notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its Proposal will be excluded from further consideration. The Rectification Period will begin from the date PEINU issues a rectification notice to the Proponent.

#### **2.2.1 Submission (Appendix A)**

Each Proposal must include a completed Submission (Appendix A) signed by an authorized representative of the Proponent.

#### **2.2.2 Submission Pricing (Appendix E)**

Each Proposal must include Submission Pricing completed according to the instructions contained in Appendix E.

Prices quoted are to be:

- a) In Canadian dollars
- b) Exclusive of applicable taxes

### **2.3 Stage II – Evaluation**

Stage II Evaluation will consist of in-person Proponent presentation of their Proposal and the following two sub-stages:

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

PEINU will review the Proposals to determine whether the mandatory technical requirements as set out in Appendix C have been met. Questions or queries on the part of PEINU 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. The decision as to whether the Proponent has met the mandatory requirements will be at PEINU’s sole discretion.

**2.3.2 Rated Criteria**

PEINU will evaluate each compliant Proposal on the basis of the rated criteria as set out in Appendix D. The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Criterion</b>	<b>Weight (points)</b>	<b>Minimum Score Required (points)</b>	<b>Reference Section Number</b>
<b>Technical Scoring</b>			
Executive Summary	5		D.3.1
Understanding of Service Requirements	5		D.3.2
Proposed Approach/Process and Contract Plan	10		D.3.3
Demonstrated Expertise	10		D.3.4
Contract References	5		D.3.5
Proposed Contract Manager, Resume, References	10		D.3.6
Proposed Resources, Resumes, References	5		D.3.7
Resource Management	10		D.3.8
Management of Contract Risk	5		D.3.9
Added Value	5		D.3.10
<b>Subtotal A – Technical Score</b>	<b>70</b>	<b>49</b>	
<b>Financial Scoring</b>			
<b>Subtotal B – Financial Score</b>	<b>30</b>		
<b>Maximum Score Possible</b>	<b>100</b>		

**2.4 Stage III – Pricing**

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



## **2.5 Stage IV – Ranking and Contract Negotiations**

### **2.5.1 Ranking of Proponents**

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 top-ranked Proponent will receive a written invitation to enter into direct contract negotiations to finalize an agreement with PEINU. Upon finalization of the Agreement with PEINU, the Proponent shall thereafter be known as the successful Proponent.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process (Part 3), and will not constitute a legally binding offer to enter into a contract on the part of PEINU or the Proponent, and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. The terms and conditions, found in the Part 3 – Terms and Conditions of the RFP, are to form the basis for commencing negotiations between PEINU and the selected Proponent. Negotiations may include requests by PEINU for supporting information from the Proponent to verify or clarify the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by PEINU for improved pricing, performance terms from the Proponent, or modifications to the proposed solution.

### **2.5.3 Time Period for Negotiations**

PEINU intends to conclude negotiations and finalize an agreement with the top-ranked Proponent during the Contract Negotiation Period, commencing from the date PEINU invites the top-ranked Proponent to enter into negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the top-ranked Proponent and PEINU cannot conclude negotiations and finalize the agreement for the deliverables within the Contract Negotiation Period, PEINU may, upon notice, discontinue negotiations with the top-ranked Proponent and may invite the second ranked Proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations, or until PEINU elects to cancel the RFP process.

### **2.5.5 Notification to Other Proponents**

Once an agreement is finalized and executed by PEINU with a Proponent, the other Proponents will be notified in accordance with Part 3 - Terms and Conditions of the RFP.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents not to change terminology**

Changes to the terminology of this RFP are prohibited

#### **3.1.2 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.

#### **3.1.3 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.

#### **3.1.4 No Incorporation by Reference**

The entire content of the Proponent's Proposal should be submitted in a fixed form. 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.

#### **3.1.5 References and Past Performance**

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

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

PEINU 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, data, or opinion contained in this RFP or 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.

#### **3.1.7 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.

#### **3.1.8 Proposal to be retained by PEINU**

PEINU will not return the Proposal or any accompanying documentation submitted by a Proponent.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

PEINU 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. PEINU 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 PEINU.

### **3.1.10 Indemnification**

The successful Proponent will be required to provide an indemnity to PEINU from and against all claims arising out of or resulting from the performance of the work under the contract including, but not limited to, negligence of the Proponent or anyone directly or indirectly employed by the Proponent, or anyone for whom the Proponent may be liable. Such indemnity shall not be limited in any way or degree by any insurance the Proponent may have, nor by the limits of any such insurance.

### **3.1.11 Insurance**

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to PEINU:

Commercial General Liability in an amount not less than \$5,000,000.00 (Five Million Dollars) inclusive per occurrence, and the policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, and blanket contractual liability. The Contractor shall add PEINU as an additional insured under this policy, and provide whatever information PEINU may require on the insurance that is available; and

Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$1,000,000.00 (One Million Dollars); and

Professional Liability/Errors and Omissions Liability, where applicable, in an amount not less than \$5,000,000.00 (Five Million Dollars) insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.

All required insurance shall be endorsed to provide PEINU with 30 days advance written notice of cancellation or material change.

The foregoing insurance shall be primary insurance and not require the sharing of any loss by any insurer of PEINU, nor any other means of indemnity such as the Provincial Self Insurance and Risk Management Fund. The insurance policies required by this Agreement shall be in a form and with insurers satisfactory to PEINU. A Certificate of Insurance, stating the amounts of insurance and types of coverage, shall be delivered to PEINU prior to execution of this Agreement. Default of delivery or receipt by PEINU shall not be construed as acknowledgment

or concurrence that there has been compliance with the terms of this Agreement. Furthermore, PEINU shall have the right, but not the obligation, to review the original(s) of any required insurance policy (ies). Such review by or on behalf of PEINU shall not be construed as acknowledgement that there has been compliance with the terms of this Agreement.

### **3.1.12 Confidentiality and Intellectual Property Rights**

Any and all information, knowledge or data made available to the Proponent as a result of or in relation to this RFP shall be treated as confidential information. The Proponent will not directly or indirectly disclose or use it for purposes unrelated to this RFP process at any time without first obtaining the written consent of PEINU, unless the information, knowledge or data is generally available to the public.

The successful Proponent will be required to relinquish all intellectual property rights to any product or products created pursuant to this contract and under the contract with PEINU (the "Work Product"), and irrevocably assign to PEINU, without further compensation, all of its right, title and interest, in Canada, the United States and worldwide, in any intellectual property rights, including without limitation all copyright and all moral rights, in all software or hardware developed in furtherance of, or any changes made to PEINU Software, in carrying out its obligations under any contract between PEINU and the Proponent resulting from this RFP process. This shall include but not be limited to raw data, analyses, database entries, software or hardware code of any kind or in any form whatsoever, including but not limited to object code, source code, and any necessary information with respect to the use of such code such as encryption keys, compiler information and version numbers. The successful Proponent will also be required to ensure that all its employees and any subcontractors are similarly bound to assign their intellectual property rights to PEINU.

Licensing and marketing rights to any developed products or Work Product will not be granted under any contract with PEINU resulting from this RFP process. PEINU will own all graphics developed by the successful Proponent under the contract.

Any materials provided by PEINU to assist the successful Proponent in carrying out the terms of a contract between the Proponent and PEINU shall be treated as confidential and returned to PEINU at the conclusion of the contract. Any reports or materials prepared for PEINU in the course of the contract will be the property of PEINU.

## **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

- a) report any errors, omissions, or ambiguities; and
- b) 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. PEINU is under no obligation to provide additional information, and PEINU 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. PEINU 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 PEINU, 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 <https://www.princeedwardisland.ca/en/tenders>. 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 PEINU and will be deemed to have read all posted addenda.

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

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

#### **3.3.4 Verify and Clarify**

During the evaluation process, PEINU 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 Appendix C. PEINU may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

### **3.4 Notification and Debriefing**

#### **3.4.1 Notification of Outcome of Procurement Process**

Once an agreement is executed by PEINU with a Proponent, notification of the outcome of the procurement process will be posted on the Prince Edward Island Tendering Site (<https://www.princeedwardisland.ca/en/tenders>).

#### **3.4.2 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 thirty (30) 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**

PEINU may disqualify a Proponent, at its sole discretion, for any conduct, situation, or circumstance determined to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission (Appendix A).

#### **3.5.2 Disqualification for Prohibited Conduct**

PEINU may disqualify a Proponent, rescind an invitation to negotiate or terminate an agreement entered into if PEINU, 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 communication that could constitute a Conflict of Interest, and must take note of the Conflict of Interest declaration set out in the Submission (Appendix A).

#### **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 PEINU, and then only in coordination with PEINU.

#### **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 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 PEINU; 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 Bids**

PEINU may reject a bid 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 Contractor to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by PEINU, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) PEINU's past experience with the bidder within the last 36 months for similar or related services

## **3.6 Confidential Information**

### **3.6.1 PEINU Confidential Information**

Any information or data obtained by a Proponent in relation to this RFP must not be accessed from or be stored outside of Canada. For clarity, this includes accessing or storing information and data through or in a "cloud" for which the main server or backup server is located outside of Canada.

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

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

The successful Proponent will be required to sign a Confidentiality and Non-Disclosure Agreement with PEINU and must abide by the specific requirements of such agreement, in addition to complying with all applicable laws in relation to protection of privacy, information access, disclosure or use. The Confidentiality and Non-Disclosure Agreement will be incorporated into the overall contract, and any breach of any term of the Confidentiality and

Non-Disclosure Agreement may result in the immediate termination of the overall contract between PEINU and the successful Proponent.

### **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 PEINU. The confidentiality of such information will be maintained by PEINU, 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 PEINU to advise or assist with the RFP process, including the evaluation of Proposals.

### **3.7 Procurement Process Non-binding**

#### **3.7.1 No Contract A and No Claims**

This procurement process is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

#### **3.7.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purpose of negotiating a potential agreement for the Deliverables. No legal relationship or obligation regarding the procurement of any good or service shall be created between a Proponent and PEINU by this RFP process until the successful negotiation and execution of a written agreement between a Proponent and PEINU for the acquisition of such goods and/or services.

#### **3.7.3 Non-binding Price Estimates**

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking, or the decision of PEINU to enter into an agreement with a Proponent for the deliverables.

#### **3.7.4 Cancellation**

PEINU may cancel the RFP process without liability at any time prior to the execution of a written agreement between PEINU and a Proponent.

### **3.8 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.

### **3.9 Sub-Contracting**

Using a sub-contractor is acceptable, provided the intention to sub-contract and the specific sub-contractor that will be used by the Proponent are clearly identified in the Proposal. This includes a joint submission by two Proponents having no formal corporate links. However, in the case of a joint submission, one of the Proponents must be prepared to take overall responsibility for successful performance of any contract in the event the Proposal is successful, and this should be clearly defined in the Proposal.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in PEINU's sole opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal. If a Proponent is in doubt as to whether a proposed sub-contractor gives rise to a conflict of interest, the Proponent should consult with the PEINU Contact Person prior to submitting a Proposal.

Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the contract if the Proposal is successful. No additional sub-contractors will be added and no changes made to this list in the contract without the prior written consent of PEINU.

[End of Part 3]

## APPENDIX A – SUBMISSION

### A.1 Proponent Information

Please fill out the following, naming one person to be the Proponent’s contact for the RFP process and for any clarification 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:	

### A.2 Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good and or service shall be created between PEINU and the Proponent unless PEINU and the Proponent execute a written agreement.

### A.3 Ability to Provide Deliverables

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 (Appendix E).

#### **A.4 Mandatory**

The Proponent encloses as part of the Proposal the mandatory set out below:

<b>Appendix</b>	<b>INITIAL TO ACKNOWLEDGE</b>
Submission (Appendix A)	
The RFP Mandatory Requirements (Appendix C)	
The RFP Rated Criteria (Appendix D)	
The RFP Pricing (Appendix E)	

#### **A.5 Non-binding Pricing**

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in Appendix E. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work with Prince Edward Island Nurses' Union.

#### **A.6 Addenda**

The Proponent is deemed to have read and taken into account all addenda issued by Prince Edward Island Nurses' Union.

#### **A.7 No Prohibited Conduct**

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

#### **A.8 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 Prince Edward Island Nurses' Union 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 Prince Edward Island Nurses’ Union 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:


**A.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 Prince Edward Island Nurses’ Union to the advisers retained by Prince Edward Island Nurses’ Union to advise or assist with the RFP process, including with respect to the evaluation of this Proposal.

---

Signature of Witness

---

Name of Witness

---

Signature of Proponent Representative  
(I have the authority to bind the Proponent.)

---

Name of Proponent Representative

Title of Proponent Representative

---

Date

**APPENDIX B – FORM OF AGREEMENT**

**SAMPLE CONTRACT  
NAME OF AGREEMENT**

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

**BETWEEN:** Prince Edward island Nurses’ Union, as represented by  
the President and Executive Director  
\_\_\_\_\_  
(hereinafter referred to as "PEINU")

**OF THE FIRST PART;**

**AND:** \_\_\_\_\_  
of \_\_\_\_\_  
in \_\_\_\_\_ County, Province of \_\_\_\_\_,  
(hereinafter referred to as the "Contractor")

**OF THE SECOND PART.**

**WHEREAS** PEINU 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 PEINU 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 PEINU**

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 PEINU.

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. PEINU 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) PEINU 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 PEINU and PEINU 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 PEINU. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide PEINU 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 PEINU, 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 PEINU.
- 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 PEINU 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 PEINU 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 being approved by the Board of Directors of PEINU.

### **Reports**

- 8. (a) The Contractor shall make interim reports as PEINU may direct.
- (b) The Contractor shall prepare and submit a draft final report for review and approval of PEINU not later than the \_\_\_\_ day of \_\_\_\_ 20\_\_\_. PEINU 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 PEINU 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 PEINU and the Contractor shall follow the same time schedule as applicable to employees of PEINU.
10. PEINU 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, PEINU 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 PEINU 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 PEINU, 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 PEINU 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 PEINU, 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 PEINU 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 PEINU.
  - (b) The Parties agree that PEINU 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 PEINU, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event PEINU discovers or is notified by the Contractor of an actual or potential conflict of interest, PEINU, in its sole discretion, may either:
  - (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of PEINU; 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 PEINU, 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 PEINU:
- (a) Commercial General Liability insurance in an amount not less than \$ [minimum \$2,000,000.00 CAD] inclusive per occurrence against bodily injury and property damages. PEINU 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 PEINU occupied by the Contractor.
  - (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$ \_\_\_\_\_ [minimum \$1,000,000.00 CAD].
  - (c) Professional Liability insurance in an amount not less than Two Million (\$5,000,000.00 CAD) Dollars on a claims made basis, subject to an annual aggregate limit of Two 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.
  - (d) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to PEINU. All required insurance shall be endorsed to provide PEINU 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 PEINU 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 PEINU prior to execution of this Agreement. Default of delivery to PEINU or receipt of the certified copy of the policy, or policies, by PEINU 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 PEINU.

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.

<b>SIGNED, SEALED &amp; DELIVERED</b> )	<b>Prince Edward island Nurses' Union,</b>
in the presence of:	) as represented by the President and Executive Director
	)
	)
	)
	) _____
_____	) _____

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

## **APPENDIX C – MANDATORY REQUIREMENTS**

### **C.1 Mandatory Technical Requirements**

- All Proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.
- All Proposals must have provided both a Technical Response and a separate envelop for a Pricing Response.
- The Proponent(s) must carry all insurances as specified in section 3.1.11.
- The Proponent(s) must accept the Terms and Conditions of the RFP as well as any addenda.
- The Proponent(s) and individual team members must have no conflict of interest in the provision of services in this RFP.
- The Proponent must agree that the resulting work from this contract (i.e. deliverables) will become the property of Prince Edward Island Nurses' Union at the conclusion of this engagement.
- Proof of membership in good standing with the Law Society of PEI or another Canadian Law Society;
- Lawyer(s) must provide proof of ability to practice Law in PEI.

## **APPENDIX D – THE RFP RATED CRITERIA**

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

This RFP is being issued to obtain Proposals for the provision of timely legal counsel to PEINU in the area of Labor Law and other areas of law as may be required for the management and delivery of union services to the PEINU membership and managing the collective agreement between the Prince Edward Island Nurses' Union and Health PEI.

The successful Proponent must be eligible to practice Law in PEI.

The successful Proponent must demonstrate extensive experience providing expert legal advice to a public sector union supporting highly skilled service professionals, in particular:

- Interpretation of the laws of PEI and Canada related to labor and health services;
- Providing legal guidance for problem solving with government as an employer.

Preferred assets of the successful Proponent include:

- Demonstrated experience providing legal guidance for the day to day operations of a public sector union;
- Experience interpreting the Collective Agreement between PEI Nurses' Union and Health PEI or similar collective agreement in PEI;
- Demonstrated experience with PEI health service administrations, in particular, in areas related to delivery of nurse and nurse practitioner services;

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

PEINU represents over 1250 Nurses and Nurse Practitioners in PEI. The annual budget is in excess of \$1 million.

PEINU has been delivering services to members for over 30 years.

PEINU members deliver a full spectrum of professional nursing and nurse practitioner health care services throughout PEI.

The collective agreement is being renegotiated with the employer, Health PEI.

PEINU is an efficient manager of member resources and prides itself on being approachable and responsive.

The PEINU office consists of two staff, at this time, and the union President. PEINU is debt free and historically manages finances within budget.

Legal counsel may be required to attend the office of PEINU and may be required to deliver services outside of Business Hours. Nurses and nurse practitioners deliver services 24/7.

Anticipated is that most consultations with legal counsel will occur via telephone and e-mail.

The practice of PEINU is to seek resolution to conflict at the earliest and the least complex manner thus formal grievances and requirements posed by potential arbitration processes are infrequent.

**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.

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

<b>Criterion</b>	<b>Weight (points)</b>	<b>Minimum Score Required (points)</b>	<b>Reference Section Number</b>
<b>Technical Scoring</b>			
Executive Summary	5		D.3.1
Understanding of Service Requirements	5		D.3.2
Proposed Approach/Process and Contract Plan	10		D.3.3
Demonstrated Expertise	10		D.3.4
Client References	5		D.3.5
Proposed Contract Manager, Resume, References	10		D.3.6
Proposed Resources, Resumes, References	5		D.3.7
Resource Management	10		D.3.8
Management of Contract Risk	5		D.3.9
Added Value	5		D.3.10
<b>Subtotal A – Technical Score</b>	<b>70</b>	<b>49</b>	
<b>Financial Scoring</b>			
<b>Subtotal B – Financial Score</b>	<b>30</b>		
<b>Maximum Score Possible</b>	<b>100</b>		

### **D.3.1 RATED CRITERIA**

#### D.3.1 Executive Summary

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

#### D.3.2 Understanding of Service Requirements

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

#### D.3.3 Proposed Approach/Process and Contract Plan

Describe the **approach and/or process** proposed to address the RFP requirements.

Also provide a **contract plan** that reflects your proposed approach/process and demonstrates your ability to provide timely legal counsel.

#### D.3.4 Demonstrated Expertise

Outline experience with comparable clients. This involvement must be clearly demonstrated in your team information and resumes provided.

Lawyer(s) must provide proof of eligibility to practice Law in PEI.

#### D3.5 Client References

Include **at least two client references** where the Proponent served in a similar role to the requirements defined in the RFP. References to include:

- 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 contract

#### D.3.6 Proposed Contract Manager Resume and References

References to include:

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

#### D.3.7 Proposed Resources, Resumes and References

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



**performance** of the required services. As shown, provide each person’s name, title, role on this contract, experience in this role and his/her respective employment status.

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

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

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

Each resume should include **at least two client 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 contract
- Role the proposed individual played in the referenced contract

**D.3.8 Resource Management**

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to PEINU when needed and, upon entering into a contract, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources for the duration of the contract.

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

In the Proposal, describe the process that would be used for including PEINU in the selection of replacement resources and for securing PEINU approval.

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

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

#### D.3.9 Management of Contract Risk

Identify the potential risks that would be expected to emerge during a contract for services with PEINU.

Describe the respective impact(s) of these risks and/or on any relevant business area(s) within PEINU, and assign a severity on a defined scale.

Outline risk mitigation strategies.

#### D.3.10 Added Value

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

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

## APPENDIX E – SUBMISSION PRICING

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

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges

### 2. Evaluation of Pricing

Pricing is worth 30 out of 100 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Appendix E. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category.

For example if;

- A Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ( $120/120 = 100\%$ ).
- A Proponent who bids \$150.00 receives 80% of the possible points for that category ( $120/150 = 80\%$ ).
- A Proponent who bids \$240.00 receives 50% of the possible points for that category ( $120/240 = 50\%$ ).

### 3. Pricing

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

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

### 4. Per Diem Rates

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

Name	Per Diem Rate	Projected time assigned to PEINU/month
	\$	
	\$	
	\$	

**5. Travel and Contract Expenses**

Estimate the travel and living expenses associated with any proposed personnel who will need to travel to and from the primary work location, in order to perform the required work during the contract. Provide relevant details to support your estimates. These are to be included in your estimated costs.

**6. Other Expenses**

Estimate any other expenses that may be incurred. These types of expenses will require **prior approval** from PEINU after the contract begins. Provide relevant details to support your estimates. These are to be included in your estimated costs.