TREASURY BOARD SECRETARIAT
PROCUREMENT SERVICES
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REQUEST FOR PROPOSAL (RFP)
RFP # 3910

Service Centre Review

Sponsored by the
Department of Finance, Energy, and Municipal Affairs / IT Shared Services

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

Important Notes for Bidding:

- The complete tender document (42 pages) is comprised of the 'Prince Edward Island Request for Proposal' (PEIRFP) Form (2 pages) and this RFP specifications document (40 pages). In the file that is downloaded from our public Web site, the PEIRFP Form **always precedes** this RFP specifications document. Please contact the Public Tenders Office if any pages are missing.
- Financial information must **not** be reflected on the PEIRFP Form.
- The proposal must be submitted in **paper form** at the address given above. Any proposal that is submitted via facsimile or electronic mail **will not** be accepted.

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1.0 Definitions and Administrative Requirements

1.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor;

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

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

d) "Must" or "Mandatory" means a requirement that must be met in order for a proposal to receive consideration;

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

f) "Province" means the Government of Prince Edward Island;

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

h) "Should" or "Desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals;

i) "PEI Tender website" means www.gov.pe.ca/tenders;

j) "IT Shared Services" or "ITSS" is a division of the Government of PEI that centrally manages the operation of the computer systems and infrastructure; the planning, development and implementation of new information technology initiatives; and the coordination of IT and information management for Government;

k) "PEI Clients" means employees of the Government of PEI departments and agencies;

l) "Service Centre" is the centrally managed information technology help desk for hardware and software issues within Government of PEI;

m) "Tier 1" Support means identification of incidents, first point of contact; diagnosis, escalation and resolution based on documented processes and procedures;

n) "Tier 2" Support means the first point of escalation where guidance and instructions are provided to Level 1 support to diagnose and resolve; to take ownership of incidents where subject matter expertise and experience is required for diagnosis and repair;

o) "OEM" means original equipment manufacturer; and

p) "EPEAT" means the Electronic Product Environmental Assessment Tool. **EPEAT** is a comprehensive global environmental rating system that helps purchasers identify greener computers and other electronics.

1.2 Terms and Conditions

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

1.3 Additional Information Regarding the Request for Proposals

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

1.4 Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard copies of late proposals will not be accepted and will be returned to the Proponent.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

1.5 Eligibility

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government of PEI contact person listed in Section 2.1 prior to submitting a proposal.

1.6 Evaluation

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

1.7 Negotiation Delay

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

1.8 Debriefing

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

1.9 Changes to Proposals

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

1.10 Proponents' Expenses

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

1.11 Limitation of Damages

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

1.12 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

1.13 Firm Pricing

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

1.14 Currency and Taxes

Prices quoted are to be:

a) In Canadian dollars;

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

c) Exclusive of applicable taxes.

1.15 Completeness of Proposal

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

1.16 Sub-Contracting

The use of a sub-contractor shall be permitted in the execution of this proposal.

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

1.16.2 Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Government of PEI's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed sub-contractor gives rise to a conflict of interest, the Proponent should consult with the Government of PEI contact person listed on Section 2.1 prior to submitting a proposal.

1.16.3 Where applicable, the names of the acceptable sub-contractors listed in the proposal will be included in the Contract. No additional sub-contractors will be added nor other changes made to this list in the Contract without the written consent of the Government of PEI.

1.17 Acceptance of Proposals

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

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

1.18 Definition of Contract

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

1.19 Liability for Errors

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

1.20 Modification of Terms

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

1.21 Ownership of Proposals

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

1.22 Use of Request for Proposals

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

1.23 Reciprocity

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

1.24 No Lobbying

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

1.25 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees, and employees of any sub-contractors. If this Request for Proposals requires Proponents to provide the Government of PEI with personal information of employees who have been included as resources in response to this Request for Proposals, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Government of PEI. Such written consents are to specify that the personal information may be forwarded to the Government of PEI for the purposes of responding to this Request for Proposals and use by the Government of PEI for the purposes set out in the Request for Proposals. The Government of PEI may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Government of PEI.

2.0 General Information

Information Technology Shared Services (ITSS) is located in the Finance, Energy and Municipal Affairs department within the Government of Prince Edward Island. ITSS was formed in an effort to amalgamate various IT satellite organizations across Government and the shared services model was adopted to create efficiencies within information technology. ITSS in its current state is comprised of four (4) separate divisions with the Directors from each division reporting to ITSS Chief Operating Officer (COO). ITSS currently employs 200 plus staff with annual operating budget in excess of $26 million dollars. The organization is the primary supplier of information technology services to all Government of PEI Departments and a variety of Government Agencies. The four (4) divisions of ITSS (http://www.gov.pe.ca/finance/itss-info/dg.inc.php3) are:

- Business Infrastructure Services (BIS)
- Corporate Operations, Finance and Planning (COFP)
- Business Application Services (BAS)
- Enterprise Architecture Services (EAS)

The ITSS Service Centre is part of the Client Support section of the Business Infrastructure Services division. The Service Centre was formed approximately seven (7) years ago as a hybrid of an ITIL Service Desk and a helpdesk or call centre. The Service Centre currently employs in excess of 20 staff in a variety of roles including manager, supervisor, team leads and staff (Appendix B). Additional information regarding roles will be made available if required. The Service Centre receives an average of 400 inquiries, incidents or service requests on a daily basis with the intensity of those varying throughout the day. The Service Centre review is a part of the normal operational reviews BIS conducts on all its sections. The focus of the Service Centre and of all ITSS is to deliver service excellence to their clients.

BIS and Service Centre management face a variety of issues including scheduling, staff, process definition, services boundaries and performance metrics. The intent of this RFP is to identify operational efficiencies for the Service Centre in its current state and also a project plan or roadmap to ensure future success. The objective of these plans would be to create better service to the clients of ITSS. The approach should be collaborative in nature, bringing together staff, management and clients of the Service Centre.

The Contract will be awarded and managed by Department of Finance, Energy, and Municipal Affairs - IT Shared Services Division (ITSS).

2.1 Inquires

All correspondence other than actual responses (i.e. additional information or clarification), are to be addressed to:

Mark Arsenault
Manager Service Delivery
IT Shared Services
Department of Finance, Energy and Municipal Affairs
E-mail: mxarsenault@gov.pe.ca

Any request for clarification and inquiries with respect to this RFP must be submitted in writing via e-mail. All inquiries should reference specific paragraph numbers of this RFP.

2.2 Addendum

In the event that significant modifications, clarifications or additions to this RFP become necessary before selecting a vendor, addendums will be made available on the PEI Provincial Government "Goods and Services Tenders" website. It is the responsibility of vendors to monitor for revisions to this RFP. Notification of addendums will not be provided to vendors directly from the Province of Prince Edward Island.

2.3 Submission Procedures

The vendor will submit five (5) bound copies of their response using the forms and templates supplied in Appendix A. The vendor will also submit one (1) copy in electronic format (Microsoft Word version 2003) and one (1) copy in PDF format. **Copies received by fax or by e-mail will not be accepted**. Vendor submissions are to be forwarded to:

Procurement Services
Department of Finance and Municipal Affairs
P.O. Box 2000
Charlottetown, PE C1A 7N8

If hand delivered, please submit to:
Procurement Services
Second Floor, Room 27, Shaw Building
95 Rochford Street,
Charlottetown, P.E.I.

2.4 Schedule Of Events

The targeted schedule of events for this RFP is as follows;

- RFP Issued - Thursday, November 13, 2014
- Deadline for questions to be submitted- Friday 21th, 2014
- Deadline for RFP responses- Friday 28st, 2014
- Review by selection committee – Friday December12th, 2014
- Award to successful vendor- Monday December 15th, 2014
- Work commencement date- Monday January 12th 2014

2.5 Vendor Registration

If your company does not intend to reply to this RFP, do not pass the document on to another company for submission. Any companies interested in replying to the RFP must obtain this document from the Provincial Government Tenders Website:
http://www.gov.pe.ca/tenders/index.php3.

By accepting this proposal, the vendor agrees to keep all information that it contains in the strictest confidence, and not to disclose or discuss it with any other party except in the formulation of a response to the RFP. If your firm chooses not to submit a proposal, we ask that you return this entire package to us or destroy it.

2.6 Vendor Selection

BIS reserves the right to:

- reject any or all proposals;
- negotiate with any vendor directly in regard to procurement;
- accept a bid which may not necessarily be the lowest bid;
- amend or supplement the terms outlined in the RFP, giving equal information and cooperation to all vendors as a result of such amendments;
- retain all responses to this RFP; and
- modify the specifications and terms outlined in this RFP.

BIS agrees that all RFP response material will be used only in the evaluation of these proposals.

2.7 News Releases

Vendors shall not make any news releases concerning this RFP without the written consent of BIS, and then only in coordination with BIS.

2.8 Request For Proposal And Final Contract

The successful vendor will be required to execute the Government's Treasury Board standard form professional services contract (attached as Appendix D), which will include this RFP and the successful vendor's complete response to this RFP.

3.0 RFP Deliverables

3.1 Overview

The vendor would be responsible for providing an assessment of the current situation in the following areas (not limited to) based on best practices and experience:

Service expectations of the ITSS Service Centre (by ITSS and its clients)

Service Centre processes: Processes including a thorough review of the Service Desk Manager software and phone system in terms of how it is currently used and recommendations as to how it should be used recognizing that this environment is used by ITSS to provide the following functions:

- Incident Management
- Event Management
- Request Fulfillment
- Access Management
- Problem Management
- Call Management
- Performance Measurement & Reporting

Service Centre staff:

- Skills and Abilities required
- Positional Roles and Responsibilities
- Scheduling
- Training
- SC Organizational Structure

The vendor should use a collaborative approach in developing this assessment, and the Province would expect the vendor to meet with staff, clients and management of the Service Centre. With respect to the review of the Service Desk Manager software, the vendor will be required to meet with Business Infrastructure Services and Business Application Services staff who use the software on a daily basis to manage operational work with clients. The vendor should also identify the best means of reporting work performed on behalf of clients.

The Province, through this engagement, will not be seeking a change in the current Service Desk Manager software, but will be considering changes to the current phone system.

The assessment would be used as input into the second part of the required deliverables. The vendor would be responsible with providing the Province with short, mid and long term goals in the form of a project plan or roadmap.

The project plan or roadmap would be used by the management team of BIS to seek funding through the Province's Capital Budgeting process. Costs associated with implementing the goals in the project plan or roadmap would be desirable.

The ITSS Service Centre faces special circumstances and requires a customized solution set. The Province expects the Vendor to provide a tailored set of deliverables that meets their special needs.

The budget for this RFP will not exceed $70,000.00.

4.0 Administrative And Legal Requirements

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

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

4.2 Business Registration

The Government of PEI requires all companies outside of PEI operating within the Province of PEI to register with the PEI Consumer, Corporate and Insurance, Department of Environment, Labour and Justice as outlined under the *Extra-Provincial Corporations Registration Act* R.S P.E.I. 1988, Cap. E-14.

OR

Alternately, if your company is currently not registered in PEI, describe your plan to become registered in PEI should your company be selected for a Contract emerging from this RFP.

Further details on PEI business registration are available at:
http://www.gov.pe.ca/infopei/index.php3?number=16920&lang=E.

4.3 Contract

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

The terms of our standard services contract that will be used for this project is provided in **Appendix D.**

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

4.4 Other Important Provisions

4.4.1 Asking Questions

The Proponent is responsible for obtaining any needed clarification of the RFP requirements while the RFP is open. Questions should be directed **in writing** to the RFP contacts identified on Section 2.1 of this RFP. **Email is the preferred method of contact.** Verbal questions and responses that are not later confirmed in writing with the RFP contacts will not be considered an official response.

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

4.4.2 Addenda and Addenda Acknowledgement

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

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

4.4.3 Conflict of Interest

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

Proponents are required to disclose, to the RFP contacts, any potential or perceived conflict of interest issues prior to RFP closing date and time.

4.5 Proposal Format

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

4.5.1 Structure of Proposal

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

- ❒ **Title page** – This should clearly identify the Proponent's name, postal address, telephone number, and email address as well as the project title and RFP # xxxx
- ❒ **Table of Contents**
- ❒ **Body of proposal** – This should include the Proponent's technical and pricing responses as set out in section 5 of this RFP.
- ❒ **Appendices** – These should include any response forms and schedules included in the RFP and any additional information, brochures, etc. that support the proposed services. Entries for each Appendix should appear in the Table of Contents.

4.5.2 Proposal Package

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

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

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

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

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

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

4.5.3 Proposal Submission

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

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

4.5.4 Official Record of Submission

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

5.0 Response Requirements

5.1 Evaluation Criteria

Vendor Background and Experience – 35%
Vendor Resources Qualifications and Availability- 35%
Vendor Approach- 20%
Cost- 10%

5.2 Pricing Response

The maximum budget associated with this project should be less than $70,000 including taxes.

5.3 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.

6.0 Vendor Response

Vendors **must** adhere to the following format in response to this RFP:

1.0 EXECUTIVE SUMMARY

2.0 VENDOR INFORMATION

2.1 GENERAL COMPANY INFORMATION

Please provide general information on the company(s) submitting this proposal

2.2 PROPOSAL CONTACT

Please provide the name of a contact for all communication with respect to this proposal.

2.3 VENDOR BACKGROUND AND EXPERIENCE

Please use Template #1

2.4 VENDOR RESOURCE EXPERIENCE, QUALIFICATIONS AND AVAILABILITY

Please use Template #2

2.5 Vendor Approach

Please use Template #3

3.0 FINANCIAL PROPOSAL

3.1 COST OF SERVICES

4.0 OTHER INFORMATION

Please provide any other information deemed relevant but not specifically requested in this response format.

5.0 CONCLUSION

APPENDIX A – VENDOR'S TEMPLATES

TEMPLATE #1

VENDOR BACKGROUND AND EXPERIENCE

1. Describe the company(s), the principal business of the company(s), and provide a short history of the company(s). If applicable, clearly identify the prime Contractor.

2. Describe the experience of the company(s) in providing services similar to those required by BIS as described within the RFP. Please include:
   - An indication of the length of time your company(s) has been providing services;
   - A description of the work and detailed involvement for at least two (2) similar engagements.

3. Provide a list of at least two (2) references whom BIS can contact for a reference.

4. Please confirm that the company is willing to make presentation to the evaluation committee **if** required as part of the evaluation process.

TEMPLATE #2

VENDOR RESOURCE QUALIFICATIONS AND EXPERIENCE

1. Please outline the proposed project resource(s) including proposed role and level of expertise.

2. Please provide a resume for each proposed project team resource.

3. Please confirm that your resource(s) will perform the work on-site at Burns Avenue, Charlottetown, PE.

4. Please indicate that you can have your resource(s) ***on-site*** at Burns Avenue, Charlottetown, PE, within ten (10) days of Contract award.

5. Please indicate that you agree to provide, if requested by BIS, a notification period of at least ten (10) working days before removal of resources once assigned to the project.

6. Please describe your approach for replacement of resource(s) assigned should it be deemed unavoidable by the vendor or deemed necessary by BIS.

TEMPLATE #3

VENDOR APPROACH

1. Describe your understanding of the services that BIS is requiring based on the information provided within this RFP.

2. Describe your understanding of BIS roles and responsibilities versus vendor roles and responsibilities.

3. Describe in detail the proposed approach to providing the required services.

4. Provide a Project Plan, including a work plan with start and end dates, resources and critical success factors for the successful completion of project deliverables.

5. Provide a detailed outline of what is expected of BIS with respect to such things as resources and required work space.

APPENDIX B – SERVICE CENTRE ROLES

Service Centre Analyst

The purpose of this position is to provide daily technical and application support and information technology advice to Government, Healthcare and Education employees.

This position is to provide first level support for system problem diagnosis, prioritize and track problems to successful resolution; record and deploy second level support; and train clients in the use of technology available to them. This position provides support services in a decentralized technical environment with 350 computer locations.

This position is to provide level 1 application support, user management and problem management for the Clinical Information System (CIS). The position is to provide 24/7/365 support to clients based on work shifts.

Service Centre Team Lead

The purpose of a Team Lead is for problem escalation, prioritization and resolution using industry best practice and available technologies including CA Unicentre ServiceDesk software for call logging.

The position provides guidance and mentoring to Service Centre Analysts.

The position is to provide daily technical support, application support and information technology advice to all Government of P.E.I. employees.

Service Centre Supervisor

The IT Service Centre (Help Desk) Supervisor's role is to oversee the entire Service Centre staff and ensure that end users are receiving the appropriate assistance. This includes the responsibility of supervising all procedures related to the identification, prioritization, and resolution of end user help requests, including the monitoring, tracking, and coordination of Service Centre functions. The Service Centre Supervisor will also contribute to problem resolution by giving in-person, hands-on support to end users at the desktop level as well as setting up processes and procedures to improve service delivery and help staff to work more efficiently.

APPENDIX C – ITSS RELEVANT DOCUMENTS

1. Service Centre Schedule Example

ITSS Service Centre

	Week Of December 7, 2014															Lunch Schedule	
	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday				
Analyst Name	7-Dec	Hrs	8-Dec	Hrs	9-Dec	Hrs	10-Dec	Hrs	11-Dec	Hrs	12-Dec	Hrs	13-Dec	Hrs	Total	Lunch 1	Lunch 2
Team Leads																	
			0800-1600	7.50	0800-1600	7.50	0800-1600	7.50	0800-1600	7.50	0800-1600	7.50			37.50		
			1230-2030	7.5	1230-2030	7.5	1230-2030	7.5	1230-2030	7.5	1230-2030	7.5			37.50		
			0730-1530	7.50	0730-1530	7.50	0730-1530	7.50	0730-1530	7.50	0730-1530	7.50			37.50		
			0800-1600	7.50	0800-1600	7.50	0800-1600	7.50	0800-1600	7.50	0800-1600	7.50			37.50		
			0800-1600	7.50	0800-1600	7.50	0800-1600	7.50	0800-1600	7.50	0800-1600	7.50			37.50		
			0730-1530	7.50	0730-1530	7.50	0730-1530	7.50	0730-1530	7.50	0730-1530	7.50			37.50		
12 Hour / 4 week rotation																	
			1800-0600	11.25	1800-0600	11.25	1800-0600	11.25	1800-0600	11.25					45.00	10:00	2:30
			1800-0600	11.25	1800-0600	11.25	1800-0600	11.25	1800-0600	11.25					45.00	10:30	3:00
			0600-1800	11.25	0600-1800	11.25	0600-1800	11.25			1800-0600	11.25	1800-0600	11.25	56.25	10:00	2:30
			0600-1800	11.25	0600-1400	7.50	0600-1400	7.50			1800-0600	11.25	1800-0600	11.25	48.75	10:30	3:00
	1800-0600	11.25							0600-1400	7.50	0600-1400	7.50	0600-1800	11.25	37.50	10:00	2:30
	1800-0600	11.25							0600-1800	11.25	0600-1800	11.25	0600-1800	11.25	45.00	10:30	3:00
	0600-1800	11.25													11.25	10:00	2:30
	0600-1800	11.25													11.25	10:30	3:00
8 hour shifts																	
			0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5			37.50		
			0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5			37.50		
			0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5			37.50		
			0900-1700	7.5	0900-1700	7.5	0900-1700	7.5	0900-1700	7.5	0900-1700	7.5			37.50		
			0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5			37.50		
			0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5			37.50		
50% Shifts																	
			0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5			37.50		
			0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5	0800-1600	7.5			37.50		

APPENDIX D – ITSS PROFESSIONAL SERVICE CONTRACT

AGREEMENT FOR SERVICES

(Name of Project/Initiative)

THIS AGREEMENT made as of this __ day of _____.

BETWEEN: **Company Name**,

OF THE FIRST PART;

AND: **Government of Prince Edward Island,**
as represented by the Minister of Finance, Energy & Municipal Affairs,

(hereinafter referred to as “Government”)

OF THE SECOND PART.

WHEREAS Government wishes to engage the services of the Vendor to _____, which services are more particularly described in Schedule “ ____” attached hereto;

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

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

1 Definitions - in this Agreement:

1.1 “Agreement” means this Agreement inclusive of all schedules attached hereto;

1.2 “Business Day” means any calendar day other than a Saturday, Sunday, or a day that is designated as a holiday under federal or provincial laws in Prince Edward Island;

1.3 “Business Hours” means the time between the hours of 8:00 am and 6:00 pm, Atlantic time on a Business Day;

1.4 “Confidential Information” means any information disclosed by Government to the Vendor pursuant to this Agreement in a context which would cause a reasonable person to believe the information is intended to be treated as confidential, including but not limited to, documents expressly designated as confidential, and information related to Government customers, processes, products, employees, facilities, equipment, security systems, information systems, finances, marketing plans, suppliers, or distributors of Government; provided, however that Confidential Information shall not include information that: (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of Government; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by Government without a duty of confidentiality; (v) is known to the Vendor prior to disclosure as evidenced by its business records; or (vi) is at any time developed by the Vendor independently of any such disclosure(s) from Government without use of or reference to any Confidential Information; notwithstanding the foregoing, all data originating with Government for processing using the NOC Platform shall be Confidential Information;

1.5 “Government Software” means any computer program and its supporting documentation, subroutines, and configuration parameters that have been created for and is the exclusive property of the Government of Prince Edward Island;

1.6 “Parties” means the Vendor and Government and “Party” means one of them as the context requires; and

1.7 “Service or “Services means the provision of monitoring and support services provided under this Agreement and as described in the attached Schedule “ “.

2 Interpretation and Construction

2.1 In this Agreement, unless the context otherwise requires:

a) any use of the singular or plural shall be interpreted to include the other case as may be required;

b) a reference to any monetary amount is to lawful currency of Canada;

c) words or phrases appearing in this Agreement with capitalized initial letters are defined terms and have the meanings given to them in this Agreement;

d) a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

e) headings appear as a matter of convenience and do not affect the construction of this Agreement;

f) a reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done; and

g) a reference to a Party to this Agreement or any other document includes that Party's successors and permitted assigns.

3 Services

3.1 The Vendor shall perform the Services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "___" in a manner satisfactory to Government.

4 Term of Agreement

4.1 Subject to the termination clause, and notwithstanding the date of execution of the Agreement by a Party, the Parties agree that this Agreement is effective from the _____ to the _____, a term of _____ (the "Term").

5 Compensation, Records and Accounts

5.1 It is agreed that payment for the Services rendered under this Agreement shall be the maximum sum of _____ dollars, exclusive of all taxes, which is the maximum payment for the Agreement and includes all amounts which may be owed for Services done since the _____.

5.2 Government shall make payments to the Vendor in the following manner:

a) Payment for the Services rendered under this Agreement shall be invoiced by the Vendor to the Government for a maximum sum _____, exclusive of all taxes, payable in installments, as follows (ie: dates/milestones):_____.

b) The Vendor shall keep proper accounts and records of the cost to the Vendor of the Services 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 Vendor shall afford all facilities for the audits, inspections, copying, extractions and inspections and shall furnish Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

c) The Vendor shall not, without the 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.

6 Conditions and Records of Employment

6.1

(a) The Parties agree that the Vendor shall act as an independent contractor and that they are entitled to no other benefits or payments whatsoever than those specified in the Compensation, 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 Vendor, their respective employees, directors, officers or shareholders as an officer, clerk or employee of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.

6.2

(a) The Vendor 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, Harmonized Sales Tax or any other similar matter which the Vendor may be required by law to make in connection with the Services to be performed under this Agreement.

(b) The Vendor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Services being performed under this Agreement.

(c) The Vendor, before undertaking any Services, shall provide a certificate of good standing by the Workers Compensation Board.

(d) The Vendor shall comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988 Cap. W-7.1 or any other laws that impose obligations in the nature of employer's obligations.

(e) The Vendor agrees to accept the full cost of doing those things required under sub-paragraphs 6.2(a), 6.2(b), 6.2(c) and 6.2(d) above, 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 the Compensation, Records and Accounts section of this Agreement**.**

(f)

7 Reports and Administration

7.1 The Vendor shall make interim reports as Government may direct within a predefined set of hours mutually agreed upon by both Parties.

7.2 Where the Service is to be performed in the offices of Government, the Vendor, for better co-ordination, shall follow the same time schedule as applicable to employees of Government.

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

8 Dispute Resolution

8.1 The Vendor and Government shall attempt in good faith to promptly settle all disputes and controversies which may arise under the Agreement through consultation. If such efforts to settle, however, do not succeed within thirty (30) days from when the dispute or controversy first arose, either Party may, by notice in writing to the other Party, submit the matter to mediation. Immediately upon delivery of such notice, the Parties will make a reasonable, good faith effort to identify a mutually acceptable mediator. If they cannot do so within a period of five (5) business days, either Party may, by thirty (30) days notice in writing to the other Party terminate this Agreement. Within thirty (30) days from the appointment of the mutually acceptable mediator, or such other period of time as may be agreed to with the mediator, the Parties will meet with the mediator and attempt, in good faith, to settle the matter. If they cannot settle the matter with mediation within thirty (30) business days thereafter, either Party may terminate this Agreement by thirty (30) days notice in writing to the other Party.

8.2 Paragraph 8.1 does not apply in the event that either the vendor commences or is involved in bankruptcy, insolvency, or reorganization proceedings, or other proceedings analogous in nature or effect.

9 Termination of Agreement

9.1 Either Party may terminate this Agreement in the event that (1) the other Party materially breaches its obligations hereunder, which breach remains uncured following thirty (30) days written notice from the non-breaching Party, or (2) bankruptcy, insolvency or reorganization proceedings, or other proceedings analogous in nature or effect, are instituted against the other Party or by the other Party with respect to itself.

9.2 In the event that the Services provided for pursuant to this Agreement are terminated or cease for any reason, including the expiry of the Term of the Agreement, the Vendor will co-operate in good faith in order for the smooth and orderly transition of the Services to Government or to any third party of Government's choosing. In addition, the Vendor will make all reasonable efforts to continue the Services to the extent mutually agreed to by the Parties at mutually agreed to prices not more than those set out in this Agreement, for up to three (3) months to facilitate the smooth and orderly transition of the Services to Government or to any third party of Government's choosing, provided that at the outset of the transition period, Government identifies the time period during which it requires assistance.

9.3 In the event that the Services provided for pursuant to this Agreement are terminated or cease for any reason, including the expiry of the Term of the Agreement, the Vendor will request instructions from Government regarding the disposition of Government's data and supplies. In the absence of other instructions within thirty (30) days of the termination, the Vendor will store the data and supplies at Government expense for at least an additional one hundred eighty (180) days.

9.4 On expiry of the Term or any earlier termination date of this Agreement, the Vendor shall have no further claim against Government, except for the following: The Vendor will be paid for the Service performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Vendor, and authorized by Government, prior to the expiry or receipt of the notice and for which the Vendor is liable for payment, less any sums paid by Government or the Vendor on account.

10 Confidentiality and Copyright

10.1 Any and all information, knowledge, software (including, without limitation, the Government Software) or data made available to the Vendor by Government as a result of this Agreement shall

be treated as Confidential Information. The Vendor will not directly or indirectly disclose or use it for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public. The Vendor shall protect and maintain the confidentiality of the Confidential Information and take all steps necessary to preserve the secrecy and prevent disclosure of the Confidential Information to persons other than its employees and subcontractors who need to know the Confidential Information for the purpose of performing the Services and who are underwritten obligations of confidentiality that are at least as restrictive as the terms of this Agreement.

10.2 In addition to paragraph 10.1, the Vendor shall execute the Non-Disclosure Agreement in the attached Schedule "B", breach of which shall be cause for immediate termination of this Agreement.

10.3 The Vendor acknowledges that the disclosure of Confidential Information may cause serious and irreparable harm to Government which may be difficult to ascertain. Accordingly, the Vendor agrees that Government will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, and such action shall not be construed so as to be in derogation of any other remedy which may be available to Government in the event of such breach or anticipated breach. This section shall survive the termination of this Agreement.

10.4

(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 Vendor, its employees, agents, servants or others for whom the Vendor is responsible, without the written consent of Government. The Parties agree that Government owns the copyright on all aspects of the Services, including all manner of data as set out in clause

(b) 10.4 (a) above and including all software developed as a result of the Services whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number. The Parties agree that the Vendor retains ownership and copyright to any existing systems used by the Vendor to aid in the delivery of this Service.

10.5 Each person on behalf of the Vendor 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 Vendor.

11 Property Rights

11.1 The Parties agree that any hardware, software, documentation, processes, data, information or other property provided by a Party to this Agreement, including all copyrights, patents, trade secrets, trademarks and other intellectual property rights contained therein or related thereto, remain the exclusive property of the providing Party and will be returned to the providing Party on request and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by either Party, its employees, agents, servants or others for whom the Party is responsible, without the written consent of the providing Party.

11.2 Without limiting the generality of paragraph 11.1 and for greater certainty, the Vendor agrees

that it shall not, nor permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to access the source code of the Government Software; (b) access or use the Government Software unless authorized by Government; or (c) use the Government Software for any purpose other than as necessary to perform the Services.

12 Warranties

12.1 Government represents and warrants that:

a) It has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement; and

b) The execution, delivery and performance of this Agreement has been duly authorized by Government.

12.2 The Vendor represents and warrants that:

a) _____ is a body corporate, duly incorporated under the laws of _____, and having its head office in _____ and being registered as an extra provincial corporation in Prince Edward Island and is validly existing and in good standing.
or

b) _____ is a body corporate, duly incorporated under the laws of Prince Edward Island and having its head office in Charlottetown, Queens County, Prince Edward Island and is validly existing and in good standing.

c) They have all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement, and _____is duly authorized to execute this Agreement on behalf of the Vendor;

d) The Vendor is duly licensed, authorized, or qualified to do business and are in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on the Vendor's ability to fulfill their obligations under this Agreement;

e) The execution, delivery, and performance of this Agreement has been duly authorized by the Vendor;

f) The Vendor shall comply with all applicable federal, provincial, and local laws and regulations applicable to the Vendor and shall obtain all applicable permits and licenses required of the Vendor in connection with their obligations under this Agreement;

g) The use of any server platform that is owned, leased or licensed by the Vendor, does not and will not infringe upon the proprietary rights of any third party;

h) They have the necessary skills, expertise, know-how, technology and tools to perform the Services;

i) All Services shall be performed in a prudent, diligent and workmanlike manner, consistent with best practices in the industry in which the Vendor operates; and

j) The Services will at all times be performed in accordance with the Schedule of Services attached hereto as Schedule " ___" and /or the Service Level Agreement attached hereto as Schedule " ____".

13 Indemnification and Insurance

13.1 The Vendor agrees to indemnify and hold harmless, Government, its agents, representatives, officers, employees and servants from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever, including reasonable legal fees, arising out of or resulting from the performance this Agreement (herein called the "claims"), including but not limited to such due to any negligent or wrongful acts or omissions in whole or in part of the Vendor, its agents, employees, subcontractors, and suppliers. The Vendor further agree to indemnify and hold harmless Government, its agents, representatives, officers, employees and servants from all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties of every nature and kind whatsoever, including reasonable legal fees arising out of or resulting from the negligence or wrongful acts or omissions in whole or in part of the Vendor or anyone employed directly or indirectly by the Vendor, or anyone for whom the Vendor may be liable.

13.2

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

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

(c) The Vendor shall obtain and maintain Professional liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence insuring the Vendor's liability resulting from errors and omissions in the performance of professional services under this Agreement.

(d) The Vendor shall obtain and maintain All Risk Property insurance on a replacement cost basis insuring all assets owned or leased by the Vendor pertaining to this Agreement, and including Boiler and Machinery coverage.

(e) The Policies and Bonds required by this Agreement shall be in a form and with insurers satisfactory to Government. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government. Certified copies of the policies shall be delivered to Government prior to invoicing Government for payment for Services rendered under this Agreement. Default of delivery or receipt by Government, or any review done by or for Government, shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

14 Assignment

14.1 No Party may assign its rights or obligations hereunder in whole or in part or subcontract in any way without the prior written consent of the other Party.

15 Subcontracts

15.1 With the prior written consent of Government, the Vendor may subcontract portions of the Service hereunder to a third party upon compliance with this Agreement. The Parties agree that notwithstanding the existence of any subcontract, the Vendor shall not be and are not relieved of any of their obligations hereunder and, for greater certainty, the Vendor shall remain wholly responsible for the acts and omissions of its permitted subcontractors. The Vendor shall ensure that any subcontract specifically stipulates that the subcontract is also for the benefit of Government.

16 Amendments

16.1 This Agreement may only be amended by a written agreement duly executed by each of the Parties.

17 Notices

17.1 Notice to the Vendor shall be deemed received upon such notification being delivered to _____.

17.2 Notice to Government shall be deemed received upon such notification being delivered to Government at _____ .

18 Survival

18.1 Termination of the Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement which the Parties have expressly agreed shall survive any such termination, which by their nature would be intended to be applicable following any such termination, or which are required to survive to ensure that the Parties fully exercise their rights and their obligations hereunder.

19 Freedom of Information and Protection of Privacy Act

19.1 Any information provided on this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act R.S.P.E.I. 1988, Cap.15.01*. The Vendor may be consulted prior to release of any information.

19.2 The Vendor acknowledges that in the event the Services provided under this Agreement involves the collection or use of personal information, then 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.

20 Force Majeure

20.1 Both Parties agree that neither is liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

21 Joint and Several Obligations of Vendor

21.1 The obligations of _____ to Government as the Vendor under this Agreement are joint and several.

22 General

22.1 This Agreement, including Schedules "_____" constitutes and expresses the entire agreement of the Parties.

22.2 This Agreement shall enure to the benefit of and be binding upon the Parties and, subject to above assignment and subcontracting clauses, their respective successors and assigns.

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

22.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

22.5 Both Parties agree that waiver by any Party or failure by any Party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver with respect to any other breach.

22.6 Headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

22.7 In the event there is any conflict between the Agreement and any Schedules to this Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF the Vendor has duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED
in the presence of:

_____
Per:

_____

SIGNED, SEALED & DELIVERED
in the presence of:

_____
Per:

_____

IN WITNESS WHEREOF the Government has duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED
in the presence of:

_____

Government of Prince Edward Island
as represented by the Minister of Finance, Energy, & Municipal Affairs

SCHEDULE “A” – DESCRIPTION OF SERVICES

SCHEDULE “B” – NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is hereby made between the Government and the Vendor and is dated as of this ___ day of ____, 20__.

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 Vendor that is of the strictest of confidence (“the information”). Therefore, the Vendor 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 Vendor 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 and will continue in effect indefinitely, unless terminated in writing by either Party. However, the Vendor’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, Energy, and Municipal Affairs (or designate with signing authority)

Signed: _____

Name: _____

Date: _____

_____ **INC.**

Signed : _____

Name : _____

Date : _____

SCHEDULE “C” – SERVICE LEVEL AGREEMENT