



REQUEST FOR PROPOSALS

Tender Number: 4040

Closing Date: May 29, 2015

Closing Time: 2:00PM

1. Check for changes to this request

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

2. Give your business information (please print)

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

Street Address: _____

City: _____ Province: _____

Postal Code: _____ Email Address: _____

Mailing Address (if different): _____

Phone Number: _____ Fax Number: _____

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

3. Follow any special instructions

The full RFP document is attached to this PDF.

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

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

○ [Atlantic Standard Terms and Conditions](#)

○ [Applicable Trade Agreements](#)

5. Acknowledge receipt of addenda (if any)

ADDENDUM	SIGNATURE
Addendum #1	
Addendum #2	
Addendum #3	

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

Indicate the number of additional Addendums you have received.

Please sign indicating that you acknowledge the additional addenda noted above

6. Sign your Proposal

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

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

Signature: _____ Date: _____

7. Submit Proposal To:

PROCUREMENT SERVICES

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

Fax and E-mail submissions are not accepted.



**FINANCE, ENERGY and MUNICIPAL AFFAIRS
PROCUREMENT SERVICES**

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

**REQUEST FOR PROPOSALS (RFP)
#4040**

**GAS TAX OUTCOMES / MEASURABLES / INDICATORS
DATA GATHERING and INTERPRETATION
For the Permanent Gas Tax Fund 2014-2019**

Sponsored by the
Department of Transportation and Infrastructure Renewal – Infrastructure Secretariat

Links to Online Documents
The Proponent should use the following online documents when preparing its proposal:
<ul style="list-style-type: none">Standard Terms and Conditions: http://www.cap-cpma.ca/images/worddocuments/newatlantic-e.htm

Important Notes for Submitting a Proposal:

- The complete Request for Proposals document (62 pages) is comprised of the 'Prince Edward Island Request for Proposal' (PEIRFP) Form (2 pages) and this RFP specifications document (60 pages). In the file that is downloaded from our PEI Tender Website, the PEIRFP Form **always precedes** this RFP specifications document. Please contact Procurement Services if any pages are missing.
- Financial information must **not** be reflected on the PEIRFP Form.
- The proposal must be submitted in **paper form** at the address given above. Any proposal that is submitted via facsimile or electronic mail **will not** be accepted.

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1.0 Definitions and Administrative Requirements

1.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Administrative Agreement" means the Canada-Prince Edward Island Administrative Agreement on the Transfer of Gas Tax Funds;
- b) "Contract" means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor and as further defined in section 1.18 of this RFP;
- c) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Province;
- d) "Government Contact Persons" means those persons designated by Government listed under section 2.5 of this RFP to be the contact persons on behalf of Government for all matters relating to this RFP;
- e) "Minister" means Minister of Transportation and Infrastructure Renewal (TIR);
- f) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- g) "PEIRFP Form" means the first two pages which precedes the "RFP specification document";
- h) "PEI Tender Website" means www.gov.pe.ca/tenders;
- i) "Permanent Gas Tax Fund" means the permanent program that has been established to deliver gas tax funds to ultimate recipients;
- j) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- k) "Proposal" or "proposal" means a response to this RFP submitted to the Province by a Proponent;
- l) "Province" or "Government" means the Government of Prince Edward Island and includes the Minister;
- m) "Request for Proposals" or "RFP" means the process described in the contents of this proposal;
- n) "RFP Contacts" means those contact individuals for the Province as listed in section 2.5 of this RFP;
- o) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

1.2 Terms and Conditions

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

1.3 Additional Information Regarding the Request for Proposals

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

1.4 Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Closing time and closing location for this RFP are available on the PEI Tender Website. Hard copies of late proposals will not be accepted and will be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

1.5 Eligibility

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

1.6 Evaluation

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

1.7 Negotiation Delay

If a written Contract cannot be completed within ninety (90) days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

1.8 Debriefing

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

1.9 Changes to Proposals

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

1.10 Proponents' Expenses

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

1.11 Limitation of Damages

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

1.12 Proposal Validity

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

1.13 Firm Pricing

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

1.14 Currency and Taxes

Prices quoted are to be:

- a) In Canadian dollars;
- b) Inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) Exclusive of applicable taxes.

1.15 Completeness of Proposal

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

1.16 Sub-Contracting

- 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 Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Persons **prior** to submitting a proposal.
- 1.16.3** Where applicable, the names of the acceptable sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made, to this list in the Contract without the prior written consent of the Province.

1.17 Acceptance of Proposals

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

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

1.18 Definition of Contract

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

1.19 Liability for Errors

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

1.20 Modification of Terms

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

1.21 Ownership of Proposals

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

1.22 Use of Request for Proposals

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

1.23 Reciprocity

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

1.24 No Lobbying

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

1.25 Collection and Use of Personal Information

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

2.0 Introduction

In March 2014, the federal government announced that \$21.0B in gas tax funds will be transferred to the provinces to fund eligible local government projects over the next ten years. Local governments in PEI will receive a total of \$78.0 million over the next five years of the ten year program.

The Province has been measuring the previous program projects for the last nine years. These documents can be reviewed as an example by contacting the Infrastructure Secretariat.

On May 27, 2014, the Federal Government and the Province entered into the Administration Agreement on the Transfer of Federal Gas Tax to cover a five year period (See Appendix B - Administrative Agreement on the Federal Gas Tax Fund). The PEI GT program is based on four (4) program components:

roads and bridges - \$23.4M;
direct allocation with base amount for those under a threshold level (26 municipalities that have water and or sewer - \$41.34M;
notional allocation (47 municipalities without water and or sewer) - \$2.5974M; and
the municipal strategic component (MSC) - \$10.6626M.

The Province committed to the delivery of an outcomes and measureables / benefits roll-up report on the gas tax funds spent by recipients by March 31, 2018 to the federal government. This will require that we have a roll-up report from the successful bidder by March 1, 2018. In order to keep on top of completed projects each year, a summary report will be required which can form the roll up report due on March 15, 2018.

It is difficult to say how many projects will be completed on a yearly basis. A historic review shows that from 2005 to 2014 a total of 323 projects were reviewed and 264 were completed. A carryover of 59 projects remains to be measured, along with any new projects approved.

With the elimination of the sludge, capacity building fund (CBF) and community fund (CF), program components and the addition of the notional allocation group, the municipal strategic component and

the addition of eighteen (18) categories, we believe the program will have at least the same level of projects as seen under the old gas tax program.

Gas Tax Program Component	# of Projects Completed	# of Carry over projects	Total projects
CBF	53	25	78
CF	30	8	38
Direct Allocation	139	26	165
Roads and Bridges	41	0	41
Sludge	1	0	1
Total	264	59	323

2.1 Government Responsibility

The Department of Transportation and Infrastructure Renewal - Infrastructure Secretariat division is responsible for all federal funds that have been allocated to the Province for infrastructure purposes. Several infrastructure programs are operational, presently. One of the programs is the Permanent Gas Tax program of which the Province is the administrator of the funds. (see Appendix B – Administrative Agreement on the Federal Gas Tax Fund).

The Department is responsible for the completion of an outcomes report that will report in aggregate on the degree to which investments are supporting the progress in the Province towards achieving the following program benefits:

- a) beneficial impacts on municipalities and communities of completed projects;
- b) enhanced impact of Gas Tax Fund as a predictable source of funding including incrementality; and
- c) Progress made on improving local government planning and asset management.

The outcomes report will present measures / indicators data and a narrative on how each program benefit is being met.

2.2 RFP Objectives and Project Scope

The Department of Transportation and Infrastructure Renewal - Infrastructure Secretariat sees the scope of work to be the review the yearly-completed projects, and the calculation of the measurable / benefits / indicators for each completed project under the Gas Tax program categories. The calculations will be based on the performance measurements / benefits / indicators decided upon by the oversight committee. (See Appendix C – PEI Performance Measures by Categories). This document will guide you to prepare a yearly report for the next five years and by March 16, 2018 produce a roll-up report summarizing the indicators/measurable/benefits and that the national objectives have been obtained.

Under the Administrative Gas Tax Agreement there are three (3) national objectives the Federal Government wishes to have measured. These are as follows:

- a) Strong Cities and Communities
- b) Productivity and Economic Growth
- c) Clean Environment

The outcomes/indicators that are to be measured under each of the following Gas Tax categories can be found in Appendix C – PEI Performance Measures by Categories) for the following categories:

- a) Community Energy Systems
- b) Public Transit Infrastructure
- c) Sport Infrastructure
- d) Recreational Infrastructure
- e) Cultural Infrastructure
- f) Tourism Infrastructure
- g) Disaster Mitigation Infrastructure
- h) Local Roads and Bridges and Highways
- i) Short Sea Shipping
- j) Regional and Local Airports
- k) Broadband Connectivity
- l) Solid Waste
- m) Brownfield Redevelopment
- n) Water Infrastructure
- o) Wastewater Infrastructure

The Infrastructure Secretariat will provide the successful bidder with excel spreadsheets for each of the program components listing the projects, indicators, national objectives, status of projects, costs and expenditures. The spreadsheets will be provided after the Annual Expenditure Reports have been submitted by the ultimate recipient in June of each year. This documentation will aid the successful bidder in gathering the appropriate information. (See Appendix D – Program Spreadsheet Example)

2.3 Project Schedule, Contract Period and Primary Work Location

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

Interim outcomes and measurable / indicators report

- preferred work start date: July of each fiscal year
- draft report: a week before September 15th
- annual yearly report : September 15^h

Final outcomes and measurable / / indicators roll up report

- draft roll-up report March 1, 2018
- final roll-up report March 16, 2018

The initial **Contract** will be for a period of five (5) years. The Province reserves the right to extend the Contract for five (5)-year extension(s) beyond the initial Contract period, for an overall maximum of ten (10) years in total. Revised project costs may be negotiated at time of extensions.

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

The **primary work location** for the work reflected in this RFP is offsite in the proponent's place of business.

2.4 Government Contact Persons

- 2.4.1 Questions about this RFP should be directed to the individuals listed below (the “Government Contact Persons”), or their designate(s). Information that is obtained from any other source is not official and may be inaccurate.

For Department	For Procurement Services
Name Darlene Rhodenizer	Name Ian Burge
Name of dept/agency Department of Transportation and Infrastructure Renewal Infrastructure Secretariat 75 Fitzroy Street, Suite 301 PO Box 2000 Charlottetown, Prince Edward Island C1A 1Y2	Procurement Services 95 Rochford Street, Second Floor Shaw Building South, Room 27 P.O. Box 2000 Charlottetown, PEI C1A 7N8
Email: dlrhodenizer @ gov.pe.ca Phone: (902) 368-6213	Email: ikburge @ gov.pe.ca Phone: (902) 368-4041

- 2.4.2 The Government Department/Agency sponsoring this RFP is Department of Transportation and Infrastructure Renewal – Infrastructure Secretariat. On contract award, the successful Proponent will be working with this Department/Agency.

3.0 Service Requirements

3.1 Summary

The project is the gathering and interpretation of data into the Gas Tax measureables/indicators for each of the eighteen (18) categories on completed projects.

3.2 Detailed Requirements

The Proponent should have an understanding of infrastructure programs and their operations, and in particular the Gas Tax program. The proponent should have an understanding of municipalities and how they work and deliver the Gas Tax program under their jurisdictions.

3.3 Service Delivery Requirements

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

1. During the Contract, the proposed resources will be required to work either onsite and/or offsite, as requested.
2. A draft measurable/in report is due a week prior to submission date of September 15th of each year. The draft report will be in a manner decided upon once the Proponent has been awarded the contract. The draft can be delivered by email to the Infrastructure Manager.
3. The successful Proponent will be required to attend or participate in a start up meeting to be held in Charlottetown at the Infrastructure office. Other meetings, if required will be scheduled upon a mutually agreed upon time between the Infrastructure Manager and the Proponent.

4. Invoices will be submitted within thirty (30) day of the final report has been delivered and accepted by the Province.
5. Any invoices submitted for services rendered must include a detailed breakdown of the work completed to support the amount that is invoiced.

3.4 Performance Standards and Deliverables

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

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

4.0 Administrative and Legal Requirements

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

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

4.2 Business Registration

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

Further details on business registration for extra-provincial corporations, partnerships and sole proprietorships are available at

<http://www.gov.pe.ca/jps/index.php3?number=1027252&lang=E.%20%20>

4.3 Contract

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

4.3.1 Contract Terms

:

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

This contract will always be customized as a part of the award process to reflect the Proponent's name, contact information, address, applicable schedules, project description, payment method 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 Government Contact Persons. **Email is the preferred method of contact.** Verbal questions and responses that are not later confirmed in writing with the Government Contact Persons will not be considered an official response.

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

4.4.2 Addenda and Addenda Acknowledgement

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

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

4.4.3 Additional Phases of Work

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

4.4.4 Constraints

The Proponent should note that they are responsible to gather the indicator data form municipalities which can sometimes be difficult. The Infrastructure Secretariat will assist where need to ensure that information is gather.

4.4.5 Conflict of Interest

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

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

4.4.6 Indemnification, Insurance and Intellectual Property Rights

Confidentiality Rights

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

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

The parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Proponent, its employees, agents, servants or others for whom the Proponent is responsible, without the written consent of Government.

Indemnification and Insurance

The Proponent shall indemnify and hold harmless Government and the PEI Public Service Commission, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error, or omission, including, but not limited to, those of negligence, of the Proponent or anyone directly or indirectly employed by the Proponent or anyone for whom the Proponent may be liable. For further clarification, this indemnity shall not be limited in any way or degree by any insurance the Proponent may have, nor by the limits of any such insurance and it shall endure after termination of this Agreement or any renewal thereof.

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

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

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

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

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

4.4.7 Government Responsibilities

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

Name: Darlene Rhodenizer
Title: Infrastructure Manager
Telephone #: 902-368-6213
Email address: dlrhodenizer@gov.pe.ca

The Infrastructure Secretariat, if required, will provide an office space in which to carry out any on-site work and access to all files to perform the task required.

4.4.8 Business Hours

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

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

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

4.5 Proposal Format

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

4.5.1 Structure of Proposal

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

- ☐ **Title page** – This should clearly identify the Proponent's name, postal address, telephone number, and email address as well as the project title and RFP #.
- ☐ **Table of Contents**
- ☐ **Body of proposal** – This should include the Proponent's technical and pricing responses as set out in section 5 of this RFP. The body should be no more than xx-yy, 8½ inch x 11 inch pages in length including / excluding appendices, 8½ inch x 14 inch, folded pages are permissible for project approach graphics or Gantt charts.
- ☐ **Appendices** – These should include any additional information, brochures, etc. that support the proposed services. Entries for each Appendix should appear in the Table of Contents.

4.5.2 Proposal Package

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

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

- ☐ **One (1) PEIRFP Form** – One original of this PEIRFP Form should be **completed, signed and included** in your proposal. The business name provided under 'NAME OF COMPANY' on page 1 of this PEIRFP Form should be the same name as that reflected on your company's business registration profile. Ideally, this PEIRFP Form should be placed on **top** of your proposal and will be retained by Procurement Services.
- ☐ **One (1) Letter of Introduction** – This should identify the Proponent and be signed by a signing officer for the Proponent in order to bind the Proponent to the statements made in the proposal.
- ☐ **One (1) Original** – This is the original Proposal document containing the Technical and Pricing responses. The title page should be marked with the text '**ORIGINAL**' at the top. This original Proposal should be left **unbound**.
- ☐ **Three (3) Hard Copies** – Proposals without the correct number of copies may be rejected. The title pages for the copies should be prepared in the same way as the title page for the original Proposal, except these should be marked with the text '**COPY**' at the top. Include the completed PEIRFP Form in each copy.
- ☐ **One (1) Electronic Copy** – Prepare an electronic copy of your Proposal as a Portable Document Format (PDF) file (preferably), or alternately as a Word file, and include this in your Proposal. The file name should include an abbreviated form of the Proponent's name and RFP #. Electronic copy must be on a virus-free compact disc (CD), virus-free digital versatile disc (DVD) or virus free memory stick. Label the disc or memory stick with the Proponent's name and RFP #.

4.5.3 Proposal Submission

- ☐ **External packaging** – Ensure the external packaging reflects the information listed below:
 - ☐ Proponent's name
 - ☐ Shipping address
 - ☐ Telephone number
 - ☐ Fax number
 - ☐ RFP #

4.5.4 Official Record of Submission

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

5.0 Response Requirements

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

5.1 Technical Response

5.1.1 Executive Summary

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

5.1.2 Understanding of RFP Requirements and Proposed Approach/Process and Project Plan

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.

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

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

5.1.3 Demonstrated Expertise

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

5.1.4 Proposed Project Manager, Resume and References

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP. This is expected to include the necessary staff to complete the yearly audited Annual Expenditures roll-up Report.

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

Include his/her **resume** (no more than two pages). This should be structured to emphasize his/her relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP.

The resume should include **at least two (2) project references**, including:

- Name of organization
- Name, title, telephone number and email of a contact for the organization
- Brief description of the scope, complexity, dates and duration of the project
- Resumes, including references, should not exceed two (2) pages. Anything beyond two (2) pages will not be evaluated. Resume format and layout should be consistent for all resources proposed.

5.1.5 Proposed Resources, Resumes and References

The Proponent should be able to demonstrate that its **proposed team as a whole** meets or exceeds the RFP requirements. Prepare the table below to identify **all** personnel who will be assigned to the project and contribute to (i) the **routine management** and/or (ii) the **performance** of the required services. As shown, provide each person's name, title, role on this project, experience in this role and his/her respective employment status.

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

The Province encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If sub-contractors or partners of a Proponent are to be used for this project, they must be identified in your table. If so, describe the general

range of services that the respective contractors (companies or individuals) provided and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a Proponent's own resources' will be used.

Submit the individual **resumes** for each proposed resource (no more than one page per each proposed resource). The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP.

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

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

5.1.6 Management of Project Risk

Identify the potential risks that would be expected to emerge during this project.

Describe the respective impact(s) of these risks on the project itself and/or on any relevant business area(s) within Government, and assign a severity on a defined scale. Outline risk mitigation strategies.

5.1.7 Resource Management

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

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

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

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

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

5.1.8 Added Value

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

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

5.2 Pricing Response

When preparing your RFP, ensure this section starts on a **new page**.

5.2.1 Estimated Cost – Fixed Price

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses. The Cost should be broken out for a five year period and must be submitted in the following format:

COSTS	FISCAL YEAR COST				
	2014-15	2015-16	2016-17	2017-18	2018-19
Professional Fees					
HST					
Total Cost					

6.0 Proposal Evaluation

6.1 General Information – Evaluation team

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

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

- Conduct reference checks relevant to the proposal with any or all of the references cited in a proposal to verify any and all information regarding a Proponent and rely on and consider any relevant information from such cited references in the evaluation of responses.
- Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of responses;
- Will only seek clarification from a Proponent if the requested information is ambiguous and if such clarification does not offer the Proponent the opportunity to improve the competitive position of its proposal. To the extent possible, requests made by the evaluation team will be sent from the email addresses of the Government Contact Persons.

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

6.2 Evaluation Process

The proposal will be evaluated using the following process:

- Stage 1: Verify each proposal's compliance to the mandatory criteria identified below, and disqualify any proposals that fail to meet these.
- Stage 2: For proposals that pass the mandatory criteria, evaluate and score each one, using the desirable criteria and weights identified below.

6.3 Stage 1 – Mandatory Criteria

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

1. The proposal must clearly demonstrate the Proponent's experience and ability to fulfill the service requirements identified.
2. All proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.

6.4 Stage 2 – Desirable Criteria

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

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

Criterion	Weight points)
Executive Summary	10
Proposed Process & Project Plan	40
Demonstrated Expertise	20
Proponent References	10
Proposed Project Manager, Resume & References	10
Proposed Resources, Resumes & References	10
Management of Project Risk	10
Resource Management	10
Added Value	10
Subtotal A – Qualifying Score	130
Cost of Proposal	20
<u>Administrative and Legal Requirements</u> <ul style="list-style-type: none">• PEIRFP Form is signed & included• Business registration profile &/or plan have been included• Bid format reflects substantial adherence to instructions provided	0 (points may be deducted)
Maximum Score Possible	150

Notes:

1. **A minimum qualifying score of 91 points** is required at Subtotal A and a minimum score must be met in each criterion as indicated.

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

$$\text{score} = \text{weight} \times (\text{low} / \text{bid})$$

NAME OF AGREEMENT

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

OF THE FIRST PART

of _____
in _____ County, Province of _____

OF THE SECOND PART

Definitions

- Initials _____
Date _____

Covenants of the "Contractor" and the Government

2. The "Contractor" shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "work"), in a manner satisfactory to the Government.
3. (a) Subject to the termination clause, the term of this agreement shall commence on the ____ day of _____, 20____, and end on the ____ day of _____ 20____.
- (b) Subject to the termination clause of this agreement and notwithstanding the date of signing of this agreement, it is acknowledged by both parties that the "Contractor" commenced the performance of the duties as set out in this contract on ____ day of _____, 20____. It is further agreed that the contract sum of \$_____ is the maximum for the project and includes all amounts which may be owed for work done since _____ day of _____, 20____.

Payments, Records and Accounts

4. The Government shall make payments to the "Contractor" in the following manner:
 - (a) Payment for work rendered under this agreement shall be at the rate of \$_____ per hour, inclusive of all taxes, but in no case shall the total payment exceed \$_____;
 - OR**
 - (a) Payment for work rendered under this Agreement shall be for a fixed lump sum of \$_____, inclusive of all taxes, payable in installments, as follows [ie. List dates (milestones) when payments will be made including amount to be paid on each date]
 - AND, IF APPLICABLE**
 - (b) The Government shall pay all expenses of the "Contractor", inclusive of all taxes up to a maximum of \$_____, based on expenses actually incurred and verified by receipt.
 - (c) The payments described herein shall be paid upon the basis of the submission by the ____ day of _____, 20____ of a detailed statement together with all necessary receipts. Such statements shall be submitted to the Government and the Government shall pay the amount owing within _____ days of receipt.
 - (d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon completion and the acceptance of the work.
 - (e) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.

Initials ____/____
Date ____/____

- (f) The "Contractor" shall keep proper accounts and records of the cost to the "Contractor" of the work and of all expenditures or commitments made by the "Contractor" under this agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of the Government. The "Contractor" shall afford all facilities for the audits, inspections, copying and extractions and shall furnish the Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
- (g) Subject to statutory limitations, the "Contractor" shall not, without the consent of the Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions and Records of Employment

- 5. (a) The parties agree that the "Contractor" shall act as an independent contractor and that he is entitled to no other benefits or payments whatsoever than those specified in Payments, Records and Accounts hereof.
- (b) The parties agree that entry into this agreement will not result in the appointment or employment of the "Contractor" as an officer, clerk or employee of the Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
- 6. (a) The "Contractor" agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax or any other similar matter which the "Contractor" as a self-employed person may be required by law to make in connection with the work to be performed under this agreement.
- (b) The "Contractor" agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal Legislation which may have application to the work being performed under this Agreement.
- (c) The "Contractor", before undertaking any work under this Agreement shall provide a certificate of good standing by the Workers Compensation Board.
- (d) The "Contractor" shall comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988 Cap W-3 or any other laws that impose obligations in the nature of employers' obligations.

Initials _____/_____
 Date _____/_____/_____

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

Reports

7. (a) The "Contractor" shall make interim reports as the Government may direct.
- (b) The "Contractor" shall prepare and submit a draft final report for review and approval of the Government not later than the ____ day of _____, 20____. The Government shall either signify its approval or note the deficiencies in writing to the "Contractor" within ____ days of its submission. The final report shall be submitted to the Government not later than the ____ day of _____, 20____ unless the parties agree otherwise.

Administration

8. (a) Where the work is to be performed in the offices of the Government, the "Contractor", for better co-ordination, shall follow the same time schedule as applicable to employees of the Government.
- (b) Where work is to be performed at locations other than that described, the schedule and location of work will be as set forth in Schedule "B".
9. The Government shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this agreement and direct the activities of the "Contractor".

Termination of Agreement

10. Notwithstanding other provisions of this Agreement, the Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of the Government and either delivered to the "Contractor" or mailed to the "Contractor's" address at the last-known place of business. This agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the "Contractor" shall have no further claim against the Government, except for the following: The "Contractor" will be paid pursuant to and in accordance with paragraph 3 hereof for the work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the "Contractor" prior to the receipt of the notice and for which the "Contractor" is liable for payment, less any sums paid by the Government or the "Contractor" on account.
11. Notice in this agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Initials ____/____
Date ____/____

Confidentiality and Copyright

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

Freedom of Information and Protection of Privacy Act

14. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*. The "Contractor" will be consulted prior to release of any information.
15. Contractors whose work for government involves the collection or use of personal information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.

Indemnification, Assumption of Liability and Intellectual Property Rights

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

Initials ____/____
Date ____/____

17. (a) The "Contractor" shall maintain, as a minimum, general liability insurance providing not less than Two Million Dollars (\$2,000,000) coverage and shall add the Government as an additional insured and provide whatever information the Government may require on the insurance that is available.
- (b) The policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, blanket contractual liability and 30 days' notice of cancellation to the insured and the Government.
- (c) The policy required by this Agreement shall be in a form and with insurers satisfactory to the Government. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of government. A certified copy of the policy shall be delivered to the Government prior to execution of the agreement. Default of delivery or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this agreement.
- (d) The "Contractor" shall maintain, as a minimum, professional liability insurance, in an amount not less than Two Million Dollars (\$2,000,000) coverage insuring the contractor's liability from errors and omissions in the performance of professional services under this agreement.
- (e) The "Contractor" shall maintain, as a minimum, Automobile Liability Insurance providing not less than One Million Dollars (\$1,000,000) on all vehicles owned, operated or licensed in the name of the "Contractor".
- (f) All required insurance shall be endorsed to provide Government with 30 days' advance written notice of cancellation or material change.
- (g) The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor any other means of indemnity such as the Prince Edward Island Self Insurance and Risk Management Fund. The policies required by this Agreement shall be in a form and with insurers satisfactory to Government. A certified copy of the policies shall be delivered to Government prior to execution of the agreement. Default of delivery or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement. Furthermore, Government shall have the right, but not the obligation, to review the original(s) of any required insurance policy(ies) in any of its offices. Such review by or on behalf of Government shall not be construed as acknowledgement that there has been compliance with the terms of this Agreement.
18. The "Contractor" shall assign and irrevocably agree to assign to Government, without further compensation, all of its right, title and interest, in Canada, the United States and worldwide, in any intellectual property rights, including without limitation all copyright and all moral rights, in any changes made to Government Software in carrying out its obligations hereunder. The "Contractor" shall ensure that all its employees and "Contractors" are similarly bound to assign their intellectual property rights. Licensing and marketing rights to the developed products will not be granted in the contract. Proposals regarding these rights should not be submitted in response to this RFP and will not be considered in the evaluating responses. Any materials provided by the Province to assist the "Contractor" in carrying out the terms of their Contract shall be treated as confidential and returned to the Province at the conclusion of the contract. Any reports or materials prepared for the Province in the course of the contract are the property of the Province.

Initials _____ / _____
Date _____ / _____

- (a) The parties agree that Government owns the copyright on all aspects of the product or products created pursuant to the Contract ("the Work Product"), including all manner of data as set out in the paragraph above and including all software developed as a result of the Contract whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.

Entire Agreement

19. This agreement shall not be assigned or subcontracted in whole or in part by the "Contractor" without the prior written consent of the Government.
20. This agreement shall ensure to the benefit of and be binding upon the parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.
21. This agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
22. This agreement, including Schedules _____ and _____, constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.
23. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

Initials _____/_____
Date _____/_____/_____

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

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)
)

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

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)

"Contractor"

Initials ____/____
Date ____/____

SCHEDULE "A"

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

DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

SCHEDULE "B"

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

DATED THE _____ DAY OF _____, 20____

LOCATIONS OF WORK TO BE PERFORMED

APPENDIX B - ADMINISTRATIVE AGREEMENT ON THE FEDERAL GAS TAX FUND

BETWEEN: THE GOVERNMENT OF CANADA, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada")

AND: GOVERNMENT OF THE PROVINCE OF PRINCE EDWARD ISLAND as represented by the Minister of TRANSPORTATION AND INFRASTRUCTURE RENEWAL ("Province")

PURPOSE

This Administrative Agreement sets out the roles and responsibilities of Canada and the Province for the administration of the Gas Tax Fund (GTF).

CONTEXT

With this Administrative Agreement, Canada and the Province wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities, building on:

The success of the "First Agreement";

Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which the Canada makes up to \$2 billion per year available for allocation by the Canada for the purpose of municipal, regional and First Nations infrastructure starting in 2014-2015;

Economic Action Plan 2013, through which the Government of Canada announced a renewed GTF which included the indexation of the gas tax funding at two percent per year, with increases to be applied in \$100 million increments (confirmed through section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33);

Economic Action Plan 2013 which encouraged provinces, territories, cities and communities to support the use of apprentices in infrastructure projects receiving federal funding. Canada recognizes that the Province has developed and implemented its own initiatives with regards to the use of apprentices in infrastructure projects;

Economic Action Plan 2013, through which the Government of Canada announced an expanded list of GTF eligible project categories and encouragement for asset management planning.

PRINCIPLES

Canada and the Province acknowledge that this Administrative Agreement is based on the following principles:

Principle 1 – Respect for jurisdiction: The GTF was designed to leverage the strengths of each level of government and is based on the principle that each has areas of jurisdiction and is accountable to its population. Canada respects the jurisdiction of provinces and territories over municipal institutions.

Principle 2 – A flexible approach: In recognition of the diversity of Canadian provinces, territories, regions and communities, the GTF recognizes the need for a flexible approach to program delivery. Wherever possible, the GTF aims to employ regionally adapted delivery mechanisms, including the leveraging of existing delivery mechanisms and reporting structures.

Principle 3 – Equity between jurisdictions: The GTF recognizes the importance of ensuring that the inter-provincial/territorial allocation is equitable while supporting meaningful infrastructure investments within the least populated jurisdictions.

Principle 4 –Long-term solutions: The GTF provides predictable, long-term funding for communities, where communities choose projects locally and prioritize them according to their needs, while respecting the principle of incrementality and not displacing current infrastructure investments.

Principle 5 – Transparency: The GTF is administered via an open and transparent governance process which recognizes and communicates Canada's contribution to communities' infrastructure priorities and includes regular program evaluations and progress reporting to Canadians.

ANNEXES AND SCHEDULES

The following annexes and schedules are attached to and form part of this Administrative Agreement:

- Annex A: Definitions
- Annex B: Terms and conditions, including:
- Schedule A: Ultimate Recipient Requirements
- Schedule B: Eligible Project Categories
- Schedule C: Eligible and Ineligible Expenditures
- Schedule D: Reporting
- Schedule E: Communications Protocol
- Schedule F: Asset Management

DEFINITIONS

Unless defined elsewhere in this Administrative Agreement, capitalized words used throughout this Administrative Agreement are defined in Annex A (Definitions).

FEDERAL GAS TAX FUND

6.1 Any GTF funding that may be transferred by Canada to the Province, when transferred, will be administered by the Province in accordance with this Administrative

Agreement, including the terms and conditions set out in Annex B (Terms and Conditions).

6.2 Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Administrative Agreement and will no longer be governed by the terms and conditions of the First Agreement.

OVERSIGHT COMMITTEE

7.1 An oversight committee established by Canada and the Province will monitor the overall implementation of this Administrative Agreement, and will serve as the principal forum to address and resolve issues arising from the implementation of this Administrative Agreement.

7.2 The oversight committee will be co-chaired by two (2) members, one of whom is to be appointed by Canada, and designated as Federal Co-Chair, and one of whom is to be appointed by the Province, and designated as Provincial Co-Chair. Replacement members from either Canada or the Province may, from time to time, be appointed. Canada and the Province agree to keep each other informed in writing of new appointments. In addition to the two Co-Chairs, the oversight committee may include:

One additional representative from the Province;
One additional representative from Canada; and
One representative from the Federation of Prince Edward Island Municipalities (FPEIM), as an observer, appointed by the FPEIM.

7.3 The oversight committee will examine any issue that arises, and will, in good faith and reasonably, attempt to resolve potential disputes.

7.4 Canada and the Province agree that in addition to the requirements set out in Section 2.3 of Schedule E (Communications Protocol) that any communications working group or subcommittee established by the oversight committee, will report on plans and achievements throughout the year.

DISPUTE RESOLUTION

8.1 Canada and the Province will work together to resolve any issues which may arise in relation to this Administrative Agreement.

8.2 It is understood that failure to meet the following requirements are of particular interest and will be addressed as a priority:

ensuring that Ultimate Recipients comply with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures) of Annex B (Terms and Conditions);

submitting an Annual Report to Canada by September 30th of each year and an Outcomes Report by March 31, 2018 and March 31, 2023, as outlined in Schedule D (Reporting) of Annex B (Terms and Conditions);

conducting communications activities in accordance with the requirements outlined in Schedule E (Communications Protocol) of Annex B (Terms and Conditions).

8.3 An escalating dispute resolution approach would begin with an oversight committee discussion followed by senior official-level discussions (i.e. Deputy Minister and/or Assistant Deputy Minister level) and ultimately Ministerial-level discussions for resolution, within a reasonable timeframe.

8.4 In the event of any unresolved issue, if the above resolution mechanisms fail to achieve a resolution it is understood that the final decision with respect to such issue will rest solely with Canada.

AUDITS AND EVALUATION

9.1 Canada may, at its expense, carry out any audit in relation to this Administrative Agreement. The Province will provide Canada and its designated representatives with reasonable and timely access to all documentation, records and accounts that are held by the Province, that are related to this Administrative Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit and evaluation, or cause the Ultimate Recipient to make them available to Canada for inspection or audit.

9.2 Canada may, at its cost, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. The Province will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

9.3 The Province will keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and will, upon reasonable notice, make them available to Canada.

9.4 Subject to 9.1 to 9.3 accurate accounts and records will remain in effect beyond the expiration or termination of this Administrative Agreement until such time as may be determined by Canada and the Province.

DURATION, TERMINATION, REVIEW AND AMENDMENT

10.1 This Administrative Agreement will be effective on April 1, 2014 and will be in effect until March 31, 2024 unless Canada and the Province agree to renew it. In the event where this Administrative Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Province or Ultimate Recipients, that have not been expended on Eligible Projects as of March 31, 2024 will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada and the Province.

10.2 This Administrative Agreement will be reviewed by Canada and the Province by March 31, 2018 and may be amended to incorporate changes, if any, agreed to by Canada and the Province.

10.3 This Administrative Agreement may be amended at any time in writing as agreed to by Canada and the Province.

10.4 This Administrative Agreement may be terminated at any time and for any reason by either Canada or the Province on two (2) years written notice. In the event where this Administrative Agreement is so terminated, any GTF funding and Unspent Funds, and any interest earned thereon held by the Province or Ultimate Recipients, that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada and the Province.

10.5 If Canada concludes an Administrative Agreement with respect to the GTF for similar purposes with any other province or territory of Canada, and that Administrative Agreement taken as a whole is materially different from this Administrative Agreement, the Province may ask Canada to agree to amend this Administrative Agreement so that, taken as a whole, it affords similar treatment to the Province as the other Administrative Agreement to the other province or territory. In the event of any such request, Canada, and the Province agree to discuss the request and any agreement reached between them to amend this Administrative Agreement will be effected in accordance with Section 10.3 (Duration, Termination, Review and Amendment).

11. correspondence

Any correspondence under this Administrative Agreement may be delivered in person, sent by electronic mail, sent by facsimile, or sent by mail addressed to:

Canada:

ASSISTANT DEPUTY MINISTER
PROGRAM OPERATIONS
INFRASTRUCTURE CANADA
1100-180 KENT STREET
OTTAWA, ONTARIO K1P 0B6
FACSIMILE: (613) 960-9423

or to such other address or facsimile number or electronic address or addressed to such other person as Canada may, from time to time, designate in writing to THE PROVINCE; and

Province of Prince Edward Island:

Deputy Minister
Transportation and Infrastructure Renewal
Government of Prince Edward Island
11 Kent Street
P.O Box 2000
Charlottetown, PE C1A 7N8

Facsimile: 902-368-5385

or such other address or facsimile number or electronic address or addressed to such other person as THE PROVINCE may, from time to time, designate in writing to Canada.

12. COUNTERPART SIGNATURE

This Administrative Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

ANNEX A - DEFINITIONS

“Administrative Agreement” means this Canada-Prince Edward Island Administrative Agreement on the transfer of Gas Tax Funds.

“Annual Report” means the duly completed annual report to be prepared and delivered by the Province to Canada, as described in Schedule D (Reporting).

“Asset Management Plans” means documents that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits, and manage risk. Plans can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service or risk assessment;
- a cost analysis;
- community priority setting;
- financial planning.

“Base Amount” means an amount established over a time-period, reflecting non-federal investments in infrastructure by municipalities and the Province against which GTF investments will be measured to ensure that GTF investments are incremental.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“First Agreement” means the agreement on the transfer of federal gas tax revenues under the New Deal for Cities and Communities entered into on November 22, 2005 by the Government of Canada and the Province of Prince Edward Island, with an expiry date of March 31, 2015, as amended on September 3, 2008;

“GTF” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to Ultimate Recipients under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Canada.

“Local Government” means a municipality, as defined in paragraph 1(e) of the *Municipalities Act*, R.S.P.E.I.1988, Cap. M-13 and the *Charlottetown Area Municipalities Act*, R.S.P.E.I. 1988, C-4.1 and the *City of Summerside Act*, R.S.P.E.I.1988, Cap. S-9.1., and the Government of Prince Edward Island where it is providing services of a municipal nature to communities.

“Outcomes Report” means the report to be delivered by March 31, 2018 and again by March 31, 2023 to Canada which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting).

“Tangible Capital Assets” means non-financial assets having physical substance that:

- i. are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction of other tangible capital assets;
- ii. have useful economic lives extending beyond an accounting period;
- iii. are to be used on a continuing basis; and
- iv. are not for sale in the ordinary course of operations

“Third Party” means any person or legal entity, other than Canada, the Province or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- i. a Local Government or its agent (including its wholly owned corporation);
- ii. a non-municipal entity, on the condition that the Local Government has indicated support for the Eligible Project through a formal resolution of its council. A non-municipal entity includes:
for-profit organizations, or;
not-for-profit organizations, or;
non-governmental organizations.
- iii. Provincial government entities in the form of departments, corporations and agencies where they are mandated to provide core municipal services in municipalities; and in the unincorporated areas of the Province. For Greater clarity, providing core municipal services includes the provision of municipal Infrastructure and Capacity Building Projects as described in Schedule “B” (Eligible Project Categories).

“Unspent Funds” means the amount reported as unspent by the Province and by Eligible Recipients (as defined under the First Agreement) in the 2013-14 Annual Expenditure Report (as defined under the First Agreement).

“Unincorporated Areas” means communities in Prince Edward Island that are not municipalities established under Prince Edward Island’s Municipalities Act and receive infrastructure services from the Province.

ANNEX B - TERMS AND CONDITIONS

ALLOCATION FORMULA

Any Unspent Funds held by the Province and any GTF funding that may be received by the Province from Canada, as well as any interest earned thereon, will be allocated in accordance with the following:

- (a) all Unspent Funds which have been allocated by the Province to Eligible Recipients (as defined under the First Agreement), including Unspent Funds with held by the Province, will remain allocated to those Ultimate Recipients;
- (b) Before determining any allocations within the municipal strategic component, upon approval by Canada, the Province may apply an amount of GTF funding it may receive from Canada for administrative expenses in accordance with Section 5 (Administration Expenses) during the five year period from 2014-15 to 2018-19, inclusively.

1.2 Direct Allocation Component

The Province will allocate 53 per cent (%) to the direct allocation component;
The direct allocation component will be provided to the 26 Local Governments of Prince Edward Island that provide water and/or sewer services;
This will be distributed on a per capita basis;
Each of these Local Governments will receive a base amount of \$100,000.

1.3 Roads and Bridges Component

- (a) The Province will allocate 30 per cent (%) to the roads and bridges component;
- (b) In recognition of the unique nature and role the Province plays in the provision of municipal services, the Province will act as Ultimate Recipient for this component for the rehabilitation of roads and bridges (in accordance with Schedule B) within Local Government boundaries.

1.4 Municipal Strategic Component

- (a) The Province will allocate up to 13.67 per cent (%) to the municipal strategic component. This component is to meet the needs of Local Governments and Unincorporated Areas in order to complete priority projects;
- (b) Water and wastewater projects will be the first priority for this component and all other eligible categories will be a secondary priority;
- (c) The municipal strategic component will be open to all Local Governments and Unincorporated Areas.

1.5 Notional Allocation Component

- (a) The Province will allocate 3.33 per cent (%) to the notional allocation component;

- (b) The Province will allocate GTF funding in this component to the 48 Local Governments of Prince Edward Island that do not provide water and/or sewer services;
- (c) The Province will administer this component on a per capita basis (as can be seen in section 1.6).

1.6 For the period from 2014 to 2019, the Province will rely on the final figures published in the Statistics Canada Census of 2011 to determine the per capita basis of its allocation to Local Governments under the direct allocation component and the notional allocation component. For the period from 2020 to 2024, the Province will rely on the final figures published in the Statistics Canada Census of 2016 to determine its allocation to Ultimate Recipients.

1.7 The Province agrees to provide to Canada, upon request, a table detailing the Ultimate Recipient allocations and will promptly provide to Canada updates to the table upon any revision to the allocations to Local Governments under Section 1.2 of Annex B (Direct Allocation).

DELIVERY MECHANISM

2.1 Any payment by the Province to an Ultimate Recipient is subject to the Ultimate Recipient providing information, in a format prescribed by the Province, respecting the Eligible Costs incurred under the First Agreement or expected to be incurred under the Administrative Agreement by the Ultimate Recipient for Eligible Projects.

2.2 Allocations to Ultimate Recipients are subject to meeting the requirements set forth in Schedule A, Ultimate Recipient Requirements. Additionally, Ultimate Recipients are to provide information to the Province, in a format prescribed by the Province, which respects the Eligible Expenditures outlined in Schedule C.

Allocations to Ultimate Recipients will be delivered as follows:

2.3 Direct Allocation Component (Section 1.2 above)

(a) Ultimate Recipients receiving the direct allocation component will submit a Capital Infrastructure Plan showing projected expenditures for a five year period to the Province in a timely manner and in accordance with Ultimate Recipient funding agreements.

2.4 Roads and Bridges Component (Section 1.3 above)

(a) The Department of Transportation and Infrastructure Renewal will act as an Ultimate Recipient for the roads and bridges component, and will use a template prescribed by the Province. The Department of Transportation and Infrastructure Renewal provides municipal services for municipalities, particularly as it relates to the provision of the rehabilitation of roads and bridges within Local Government boundaries;

(b) The Province will annually submit a document outlining roads and bridges priorities to the oversight committee no later than March 31 for approval.

2.5 Municipal Strategic Component (Section 1.4 above)

(a) Using an application form prescribed by the Province, Local Governments and Unincorporated Areas seeking funds from the municipal strategic component will be subject to an application;

(b) The application process will operate on a priority basis, with first priority given to water and sewer projects and then to all other eligible project categories. The municipal strategic component will be open to all Local Governments and Unincorporated Areas on Prince Edward Island and may be used in combination with any GTF allocation.

2.6 Notional Allocation Component (Section 1.5 above)

- (a) Ultimate Recipients accessing the notional allocation component will be subject to an application process using an application form prescribed by the Province;
- (b) The notional allocation component will be open to all Eligible Project Categories as per Schedule B and to the 48 Local Governments that do not provide sewer and/or water services.

3 USE AND RECORDING OF FUNDS

3.1 The Province will ensure that any GTF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon, are all used solely in accordance with the terms and conditions set out in this Administrative Agreement.

3.2 The Province will ensure that any GTF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon is all used by Ultimate Recipients in accordance with this Administrative Agreement and specifically to Schedule A (Ultimate Requirements).

3.3 Pending payment to Ultimate Recipients in accordance with the terms and conditions of this Administrative Agreement, the Province will track and record any payments in the Province's General Operating Account and record any interest earned thereon.

3.4 Any GTF funding that may be transferred by Canada to the Province, will be treated as federal funds with respect to other federal infrastructure programs.

4 INCREMENTALITY

Any GTF funding that the Province may receive from Canada is not intended to replace or displace existing sources of funding for Local Government tangible capital expenditures. As such, the average annual tangible capital expenditures by Local Governments within the Province will not be less than the following Base Amount: For the purpose of this Administrative Agreement, the Base Amount established is the average over the period of 2000–2005.

5 ADMINISTRATION EXPENSES

Upon the review and acceptance by Canada of a detailed business case, which must be submitted by April 2015, the Province may apply a portion of any GTF funding it may receive from Canada for administration expenses related to program delivery and implementation of this Administrative Agreement, including expenditures associated with communication activities such as public project announcements and signage.

6 ELIGIBLE PROJECT CATEGORIES

Eligible Project categories under the GTF will continue to include: public transit, local roads and bridges, wastewater, water, solid waste and community energy infrastructure and non-capital investments in capacity building initiatives. As announced in *Economic Action Plan 2013*, new eligible project categories have been added to include highways,

local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband and connectivity, brownfield redevelopment, culture, tourism, sport, and recreation infrastructure. Schedule B (Eligible Project Categories) provides further details regarding Eligible Project categories.

7 ELIGIBLE EXPENDITURES

Eligible Expenditures are those associated the acquiring, planning, designing, constructing, or renovating a Tangible Capital Asset; the strengthening of the ability of Local Governments to improve local and regional planning and asset management as well as joint federal communication activities and federal signage. Schedule C (Eligible and Ineligible Expenditures) sets out specific requirements for eligible and ineligible expenditures.

8 REPORTING

The Province will provide to Canada an Annual Report reporting on expenditures as well as project-level information. Furthermore, the Province will provide to Canada periodic Outcomes Reports indicating progress and results of the GTF in order to demonstrate overall GTF progress toward the national objectives. Schedule D (Reporting) sets out specific reporting requirements.

9 COMMUNICATIONS

This Administrative Agreement formalizes clear requirements to support federal communications objectives. Schedule E (Communications Protocol) sets out specific communications requirements, including:
providing upfront project information on an annual basis for communications purposes;
including Canada in local project communications; and
installing federal project signs.

10 ASSET MANAGEMENT

The Province will ensure that Local Governments develop and/or implement an Asset Management Plan, prior to March 31, 2018. Schedule F (Asset Management) provides more details on the approach agreed upon between Canada and the Province.

SCHEDULE A - Ultimate Recipient Requirements

Ultimate Recipients will be required to:

Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).

Develop and/or implement an Asset Management Plan, prior to March 31, 2018.

Invest, in a distinct account, GTF funding it receives from the Province in advance of it paying Eligible Expenditures and account for interest earned.

With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade, and applicable international trade agreements, and all other applicable laws.

Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of GTF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.

Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada.

Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer- employee relationship in any way or for any purpose whatsoever between Canada, and the Ultimate Recipient, or between Canada and a Third Party.

Ensure that they do not represent themselves, including in any Contract, as a partner, employee or agent of Canada.

Make reasonable efforts to ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

Ensure that they will not, at any time, hold Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project.

Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement will extend beyond such expiration or termination.

SCHEDULE B- Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

Local roads and bridges – roads, bridges and active transportation Infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).

Highways– highway Infrastructure.

Short-sea shipping – Infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.

Short-line rail – railway related Infrastructure for carriage of passengers or freight.

Regional and local airports – airport-related Infrastructure (excludes the National Airport System).

Broadband connectivity – Infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.

Public transit – Infrastructure that supports a shared passenger transport system which is available for public use.

Drinking water – Infrastructure that supports drinking water conservation, collection, treatment and distribution systems.

Wastewater – Infrastructure that supports wastewater and storm water, collection, treatment and management systems.

Solid waste – Infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.

Community energy systems – Infrastructure that generates or increases the efficient usage of energy.

Brownfield Redevelopment– remediation or decontamination and redevelopment of a brownfield site within the boundaries of a Local Government, where the redevelopment includes:

the construction of public Infrastructure as identified in the context of any other category under the GTF, and/or;

the construction of municipal use public parks and publicly-owned social housing.

Sport Infrastructure – amateur sport Infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).

Recreational Infrastructure—recreational facilities or networks.

Cultural Infrastructure— Infrastructure that supports arts, humanities, and heritage.

Tourism Infrastructure— Infrastructure that attract travelers for recreation, leisure, business or other purposes.

Disaster mitigation – Infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Capacity building— includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health Infrastructure (e.g. hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C- Eligible and Ineligible Expenditures

Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

the expenditures associated with acquiring, planning, designing, constructing or renovating a Tangible Capital Asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;

for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing: studies, strategies, or systems related to asset management, which may include software acquisition and implementation; training directly related to Asset Management Plans; and, long-term Infrastructure plans.

the expenditures directly associated with joint communication activities and with federal signage for GTF-funded projects.

Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;

the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and

the arrangement is approved in advance and in writing by the Province.

e) Administration expenses of the Province related to program delivery and implementation of this Administrative Agreement, in accordance with Section 6 (Administration Expenses) of Annex B (Terms and Conditions).

Ineligible Expenditures

2.1 The following are deemed Ineligible Expenditures:

project expenditures incurred before April 1, 2005;

project expenditures incurred before April 1, 2014 for the following investment categories: highways;

regional and local airports;

short-line rail;

short-sea shipping;

disaster mitigation;

broadband connectivity;

brownfield redevelopment;

cultural infrastructure;

tourism infrastructure;
sport infrastructure; and
recreational infrastructure.

the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
purchase of land or any interest therein, and related costs;
legal fees; and
routine repair and maintenance costs.

SCHEDULE D - Reporting

Reporting requirements under the GTF consist of an Annual Report and an Outcomes Report which will both be submitted to Canada for review and acceptance. The reporting year is April 1st to March 31st.

Annual Report

By September 30th of each year, the Province will provide to Canada an Annual Report in an electronic format deemed acceptable by Canada consisting of the following:

Financial Report Table:

The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx- 20xx	20xx- 20xx
Province of Prince Edward Island in aggregate		
Opening Balance ¹	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
Ultimate Recipients in aggregate		
Opening Balance ²	\$xxx	
Received from the Province	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Projects	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

Independent Audit or Audit Based Attestation:

¹For the 2014-2015 Annual Report this means the amount reported as unspent by the Province in the 2013-2014 Annual Expenditure Report(as defined under the First Agreement).

²For the 2014-2015 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013-2014 Annual Expenditure Report (as defined under the First Agreement).

Details of the audit approach will be discussed by the oversight committee. The Province will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by the Province, as to:

the accuracy of the information submitted in the Financial Report Table; and that GTF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

Project List

The Province will maintain, and provide to Canada a project list submitted in accordance with the following template.

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed

Outcomes Report

By March 31, 2018 and March 31, 2023, the Province will provide to Canada and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in the Province towards achieving the following program benefits:

Beneficial impacts on municipalities and communities of completed Eligible Projects; Enhanced impact of GTF as a predictable source of funding including incrementality; and Progress made on improving Local Government planning and asset management.

The Outcomes Report will present performance data and a narrative on how each program benefit is being met. Performance measurement methodology in respect of each program benefit will be approved by the oversight committee.

SCHEDULE E- Communications Protocol

Purpose

The provisions of this Communications Protocol apply to all communications activities related to any GTF funding, including allocations, and Eligible Projects funded under this Administrative Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

Through collaboration, Canada and the Province agree to work to ensure clarity and consistency in the communications activities meant for the public.

Joint communications approach

Canada and the Province agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.

Canada and the Province agree that the initial annual joint communications approach will be finalized and approved by the oversight committee within 60 business days following the inaugural meeting of the oversight committee.

Canada and the Province agree that achievements under the joint communications approach will be reported to the oversight committee once a year, or more frequently as requested by the oversight committee.

Canada and the Province agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the oversight committee for approval.

Inform Canada on allocation and intended use of GTF funding for communications planning purposes

The Province agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada and the Province will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; total amount of GTF being used toward the Eligible Project; and anticipated start date.

Canada and the Province agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.

Canada and the Province agree that the joint communication approach will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

Project signage

Canada, the Province and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.

At Canada's request, the Province or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.

Where the Province or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

The Province or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.

The Province agrees to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

Media events and Announcements for Eligible Projects

Canada and the Province agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

Canada, the Province or an Ultimate Recipient may request a media event.

Media events related to Eligible Projects will not occur without the prior knowledge and agreement of Canada, the Province and the Ultimate Recipient.

The requester of a media event will provide at least 15 working days' notice to other parties of their intention to undertake such an event. The event will take place at a mutually agreed upon date and location. Canada, the Province and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. Each party and the Ultimate Recipient will choose their own designated representative.

The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm.

All joint communications material related to media events must be approved by Canada and recognize the funding of the parties.

All joint communications material must reflect Canada's policy on official languages and the federal identity program.

Program communications

Canada, the Province and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.

The party undertaking these activities will provide the opportunity for the other parties to participate, when appropriate, and will recognize the funding of all contributors.

Canada and the Province agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the GTF prepared by Canada, the Province or Ultimate Recipients, or, if web-based, from linking to it.

Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

Operational Communications

The Province or the Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada, the Province or the Ultimate Recipient will share information promptly with the other parties to this Administrative Agreement should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada and the Province will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

Communicating Success Stories

The Province agrees to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products

including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

Advertising campaigns

Recognizing that advertising can be an effective means of communicating with the public, Canada, the Province or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 business days prior to the campaign launch.

SCHEDULE F– Asset Management

Prince Edwards Island Asset Management Planning Goals

By leveraging any GTF funding that may be received from Canada, the Province plans to develop and implement a common Asset Management (AM) tracking and reporting tool with Local Governments. This is expected to support and encourage long term municipal planning, and provide effective stewardship of Infrastructure assets to maximize benefits and manage risks.

Successful implementation is planned to include a phased implementation process and, where possible, hands-on training to build local capacity and to develop common AM best practices with Local Governments.

Prior to March 31, 2018:

The Province expects to develop AM plans with its Local Governments, and these could include the following:

- Develop an initial inventory of Infrastructure;
- Start lifecycle assessments, and condition assessments with training;
- Assist in developing capital plans that could include targets and mechanisms to ensure robust asset management practices and progress is being made.

During the interim period, before Local Governments have a full AM plan in place, they will be expected to submit to the Province Capital Investment Plans for individual projects and a five year Infrastructure plan, updated every year.

APPENDIX C – PEI Performance Measures by Category

PEI PREFORMANCE MEASURES BY CATEGORY			
GTF PROJECT CATEGORIES	DESCRIPTION	INDICATORS	NATIONAL OBJECTIVES
Sport Infrastructure	Construction, renewal or material enhancement of amateur sport infrastructure.	# of residents who will benefit from increased access to new or upgraded sport facility % or# in increase of sporting events held per year as a result of investment % increase in visitors (sport tourism) to the community as a result of the investment increase in ice surface, seating, public spaces, etc. as a result of investment	Strong Cities and Communities
Recreational Infrastructure	Construction, renewal or material enhancement of recreational facilities or net works.	# of km of recreational paths built or extended or improved % of residents who will benefit from the investment increase in the # of users as a result of investment	Strong Cities and Communities
Cultural Infrastructure	Construction, renewal or material enhancement of infrastructure that supports arts, humanities, and heritage.	# of residents served by new or upgraded cultural facilities % increase in visitors to the community as a result of the investment % or # in increase of cultural events held per year as a result of investment	Strong Cities and Communities
Tourism Infrastructure	Construction, renewal or material enhancement of infrastructure that attract travelers for recreation, leisure, business or other purposes.	increase in # of visitors and/or length of stay and/or quality of stay as a result of investment % growth in the # of room-nights sold over a comparable period of time # of businesses created or expanded as a result of investment	Strong Cities and Communities

Disaster Mitigation Infrastructure	Construction, renewal or material enhancement of infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.	% of services projected to be protected due to the new mitigation infrastructure % of properties projected to be less at-risk due to the new mitigation infrastructure # or % of population projected to be less at-risk due to the new mitigation infrastructure \$ of Disaster Financial Assistance Arrangement funding and/or emergency response costs estimated to be reduced due to the new mitigation infrastructure, based on a previous or comparable event % of at-risk infrastructure that is better protected as a result of the new mitigation infrastructure % of mitigation plan that is implemented	Strong Cities and Communities
Capacity Building	Includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.	# of Capacity Building projects investing in asset management and/or long term municipal planning # of Integrated Community Sustainability or Capital Investment Plans resulting from Capacity Building investments	Strong Cities and Communities

Local Roads and Bridges and Highways	Roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails) and Highway Infrastructure	# control signals or other devices # of claims due to potholes over a set period of time # of EDU's benefiting from reduced noise # of km improved/resurfaced to a PT standard # of lane-kilometers of road surface repaired # road structures and \$ (e.g. 1 culvert @ \$2,000) average daily traffic of freights and/or passenger traffic on new section of highway change in average travel speed change in International Roughness Index (IRI) change in road availability in Km/106 persons or road density in Km/1,000sq.km change in road capacity change in the rate of accidents/fatalities or injuries change in the rate of deterioration of an existing asset due to improvements change in volume of freight (tone-km/yr) change in volume of traffic (veh-km/yr) length (km) and # residents commuter bikeway is available to length (km) of shortest alternative route w/o bridge length (km)and # residents sidewalk is available to length (m) and # spans of bridge meters of storm drainage installed reduction in noise levels (db or other measure) measured travel time saved as a result of new highway	Productivity and Economic Growth
Short Sea Shipping	Construction, renewal or material enhancement of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.	increase in the fleet, cargo or passenger capacity change in the frequency of service as a result of investment increase in the amount of cargo moved change in the loading and unloading time per unit handled as a result of investment increase in the # of passengers transported change in storage capacity change in average vessel waiting time between end of loading and start of voyage, or between arrival and start of unloading change in average time between ports/terminals	Productivity and Economic Growth

Regional and Local Airports	Construction, renewal or material enhancement of airport-related infrastructure.	<p>change in the # of aircraft take-offs or landings at an airport over a determined period of time (one arrival and one departure are counted as two movements)</p> <p>change in the # metric tonnes of freight or mail loaded or unloaded at the airport over a determined period of time</p> <p>increase in the # of passengers over a determined period of time</p> <p>decrease in the # of occurrences (incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and take-off of aircraft)</p> <p>change in the # of reported public injuries per month</p> <p>change in # of occupational injuries reported per month</p>	Productivity and Economic Growth
Broadband Connectivity	Infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.	<p># of premises with internet access as a result of project</p> <p># of premises with enhanced broadband service as a result of project</p> <p>change in quality broadband service achieved</p>	Productivity and Economic Growth
Public Transit	Infrastructure that supports a shared passenger transport system which is available for public use.	<p># additional riders using public transit per \$1,000-annum investment</p> <p>liters of fuel saved due to more efficient of assets</p> <p>Reduction in transit travel time due to a more efficient system (e.g. hours per annum)</p> <p># additional riders receiving passenger and traffic information</p> <p>% and /or liters of fuel saved</p> <p># assets and \$ (e.g. 1 bus @ \$100,000)</p> <p># assets and \$ (e.g. 1-100 sq.ft. building @ \$100,000)</p> <p># additional riders using public transit per \$1,000-annum</p> <p># assets and \$ (e.g. 1-wheelchair lift @\$10,000)</p>	Productivity and Economic Growth

Drinking Water	Infrastructure that supports drinking water conservation, collection, treatment and distribution systems.	# and value of components (e.g. 10 metre readers @ \$10,000) # and/or % increase of equivalent dwelling units (EDU's) that can be serviced. # EDU's with protected water supply # of meters of supply pipes repaired or replaced servicing # of EDU's increase in capacity for water storage (m ³ and/or %) increase in capacity to treat water (m ³ and/or %) increase in capacity to treat water to a higher standard (m ³ and/or %) KWH saved using new more efficient pumps volume and/or % of water conserved by replacing deteriorated or aging components volume of water protected (m ³ per time frame) volume of storage maintained by replacement facility (m ³) volume of treated water made available for domestic or commercial use (m ³ per time frame) volume of water conserved by new systems	Clean Environment
Wastewater	Infrastructure that supports wastewater and storm water, collection, treatment and management systems.	# and value of components (e.g. 1 software program @ \$10,000) # manholes replaced # of EDU connections made available by new facility # of EDU's that can be serviced or remain in service # of meters of pipes installed, repaired or replaced # of meters of supply pipes repaired or replaced servicing # of EDU's (m ³ per time frame and/or %) additional volume of wastewater treated (m ³ per time frame) data collected (e.g. flow rates) increase in capacity to treat water to higher standard (m ³ per time frame and/or %) KWH saved using new more efficient pumps reduction in # of days infrastructure is flooded reduction in chemical use, or solid waste (weight and type per annum) reduction in untreated wastewater (m ³ per time frame)	Clean Environment
Solid Waste	Infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.	metric tons of solid waste recycled increase in metric tons of compost recycled # and value of projects (+rational)	Clean Environment

Community Energy Systems	Infrastructure that generates or increases the efficient usage of energy.	decrease in KWH consumed Volume of furnace oil conserved (litres per time frame) # of systems and type of technology (e.g. 3 wood boiler and 1 window) increase in KWH generated per \$1,000 investment decreased volume of fuel consumption per \$1,000 investment # of systems and type of technology (e.g. 3 wood boiler) decrease in KWH consumed due to more efficient lighting # units of lights	Clean Environment
Brownfield Redevelopment	Remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes: The construction of public infrastructure as identified in the context of any other category under the GTF, and/or; The construction of municipal use public parks and publicly-owned social housing.	area (m2) of remediated site increase in local property tax base as a result of project average % increase in local property values as a result of project # of new residential units, businesses and/or institutions on redeveloped site	Clean Environment

APPENDIX C - Program Spreadsheet Example

PROJ NUMBER	APPLICANT	Gov't	County	Project Title	Project Description	Project Category	Outcomes	Current Status	Total Cost of Project	MUN FUNDS	Other Fed Funding	Prov Funding	Other Funding	GT Funds Committed	GT Ext Funds Committed	Perm GT CIP Funds Committed
23.3.3	Tignish	Community of	Prince	Wastewater Upgrade Phase 3	Replacement of sewer lines located on easement property running parallel to Church St. and a section on Church Street and Maple St.	Wastewater	Water	In Progress	\$154,500.00	0.00	0.00	0.00	0.00	0.00	154,500.00	0.00
23.3.4	Tignish	Community of	Prince	Dalton Ave. Subdivision Development Phase 1-A	To extend sewer and water lines to service five (5) double lots in the New Dalton Ave. Subdivision	Water and Wastewater	Water	Completed	\$177,453.00	19,500.00	0.00	87,453.00	0.00	0.00	70,500.00	0.00
24.3.2	Tyne Valley	Community of	Prince	Tyne Valley Sidewalk Extension	To extend the sidewalks in the community by 225 meters and install four new light standards.	Local R&B	Air/GHG's	Completed	\$54,091.00	0.00	0.00	0.00	0.00	0.00	54,091.00	0.00
25.3.1	Victoria	Community of	Queens	Water capacity increase and upgrades to water system	Increase capacity for water storage plus enlarging the well house and addition of a third well. Phase One: increased capacity in storage and enlarging the well. Phase Two: addition of new well	Water	Water	In Progress	\$303,630.00	0.00	0.00	0.00	0.00	0.00	303,630.00	0.00
26.3.1	Wellington	Community of	Prince	Wellington Lagoon Expansion	Addition of a new cell to existing lagoon with wetland to increase its' capacity, and ensure it meets environmental requirements and guidelines.	Wastewater	Water	Completed	\$996,000.00	166,000.00	0.00	332,000.00	332,000.00	0.00	166,000.00	0.00
26.3.2	Wellington	Community of	Prince	Mill Road Sidewalk	Install 530 metres of new sidewalk along Mill Road and Sunset Drive.	Local R&B	GHG's	Completed	\$100,000.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00
18.4.1	Resort Municipality	Community of	Prince	Municipal Sanitary Collection and Treatment Upgrades	Upgrades are required for the existing wastewater collection and treatment system in the Resort Municipality so that the infrastructure meets current environmental regulations. The upgrades will include modifications to 6 pumping stations, including control panel upgrades, the addition of cellular auto-dialers and transfer switches; plus the installation of a flowmeter to track flows to the existing treatment plant, lagoon upgrades, and emergency back-up power.	Wastewater	Clean Environment	In Progress	\$200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
18.4.3	Resort Municipality	Community of		Municipal Asset Management	This project would provide a complete breakdown of the assets throughout the municipality. A picture of each asset will be taken, a breakdown of information on each asset will be provided, the yearly costs for maintenance, replacement timing of current infrastructure. A complete asset management of the municipality would provide the municipality for more efficient delivery of municipal services and planning for the long term sustainability of the community with aging infrastructure.	Capacity Building	Strong Cities and Communities	In Progress	\$10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
7.4.1	Georgetown	Town of		Three Rivers Sportsplex 2014	The Three Rivers Sportsplex is in need of structural upgrades due to poor storm water management over the years that has caused undermining. The main objective is to repair the structural damage of the Sportsplex. With the installation of proper drainage/storm water management, further damage to the structure will be minimized. Dehumidifier replacement/water tank replacement will be greener and more efficient. Project includes replacement of header, fix of collapsed wall undermining, brine header, installation of gutters, catch basins, dehumidifier, fire extinguisher and gallon pressure tank.	Recreation	Strong Cities and Communities	In Progress	\$147,491.00	0.00	0.00	47,491.00	0.00	0.00	0.00	100,000.00
														0.00	0.00	