

REQUEST FOR PROPOSALS

FOR

Expansion of Broadband Internet Services Across PEI *(Concurrent Negotiations)*

**For the Government of Prince Edward Island, as represented
by the Minister of Economic Development and Tourism**

Request for Proposal Number:	5112
Date Issued:	August 31, 2018
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DEFINITIONS AND ABBREVIATIONS

Term	Definitions/ Abbreviations
BGP	Border Gateway Protocol
BOM	Bill of Materials
BW	Bandwidth
CCTV	Closed Circuit Television
Civic Addresses	Refers to residential homes, businesses, educational institutions, and other dwellings
CLASS IV/V Estimate	For the purpose of this RFP, the accuracy of the Estimates expected will be +/- 25%
CRTC	Canadian Radio-television and Telecommunications Commission
DSL, xDSL	Digital Subscriber Line, two types of xDSL technologies are High-data-rate DSL (HDSL) and Very high DSL (VDSL)
DWDM	Dense Wave Division Multiplex
FDH	Fibre Distribution Hub
FOSC	Fibre Optic Splice Closure
FSA	Fibre Serving Area
FTTH	Fibre to the home
GIS	Global Information Systems
GPEI	Government of Prince Edward Island
HVAC	Heating, Ventilation and Air Conditioning
ISM	Industrial, Scientific and Medical unlicensed frequency band
ISP	Internet Service Provider
IXP/IXC	Inter-Exchange Provider Carrier
IT Systems	Information Technology Systems and Applications
LAN	Local Area Network
MPLS	Multi-Protocol Label Switching
MTR	Mean Time to Repair
NDA	Non-Disclosure Agreement
Network Availability	Network availability is defined as the minutes of uptime over the calendar month during which the Network is available to transport packets.
NOC	Network Operations Centre
OSP	Outside Plant
OTDR	Optical Time Domain Reflectometer
PEI	Prince Edward Island
POP	Point of Presence
QOS	Quality of Service
RFP	Request for Proposals
RTT	Round Trip Time
SMF	Single Mode Fibre
Tx/Rx Microwave	Microwave Frequency Transmitter-Receiver Equipment
UPS	Uninterruptible Power Supply

USB	Universal Serial Bus
WAN	Wide Area Network
WDM	Wavelength Division Multiplex
WISP	Wireless Broadband internet Service Provider

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents (GPEI)

This Request for Proposals (the “RFP”) is an invitation by the Government of Prince Edward Island (GPEI) to prospective proponents to submit proposals for the Expansion of Broadband Internet Services across PEI as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

A priority of the GPEI is to enhance broadband internet services across the Province with a specific focus on underserved civic addresses.

OBJECTIVE

The vision and objective of this RFP is to enhance broadband internet services in underserved areas of the Province. The initiative is intended to address the telecommunication infrastructure gaps that still exist across PEI.

The GPEI will be seeking scalable, innovative, and customized solutions from industry providers through this public RFP process. The network solutions could involve a range of delivery options including wireline; fixed and Industrial, Scientific and Medical (ISM) band wireless; cellular technologies; and satellite. The GPEI is seeking cost effective technology that may be maximized based upon creative hybrid technology configurations.

The overall goal is to enable the provision of reliable high-speed broadband internet services to underserved rural and urban areas of PEI, which will improve the quality of services for Islanders and enhance economic development, via more competitive, stable and faster broadband internet access. The underserved database has been estimated at approximately 31,000 civic addresses.

The fundamental requirement of this RFP is to develop broadband internet solutions which meet or exceed the CRTC end-customer objective by the end of 2021. Specifically, the objective is to improve access to broadband internet services at speeds up to 50 Mbps for downloads and 10 Mbps for uploads.

The GPEI understands that there may be multiple network solutions with different technology strategies in the final results. The overall solution may involve one or more proponents and may require a proponent to modify its proposal prior to final award.

There is not an expectation that any one provider will need to necessarily deliver an overall solution or that a single solution will suffice for the entire underserved areas. The GPEI will evaluate all solutions regardless of their size and breadth and will select solutions based on, among other things, the merits of their underserved reach, the speed and service levels offered, future migration and scalability of the network, proposed business models, for the rollout, and potential overbuild and overlap with the other proposals. The evaluation process will be based on a number of key criteria as detailed herein.

FUNDING SUPPORT

The GPEI anticipates providing funding support to the successful proponent(s), as best it can within the limits of the available funding. Although priority has not been given to any one specific area, proponents will be encouraged to explore projects in locations where the greatest gaps to broadband internet exist and where alignment with the residential and business needs can achieve the greatest economic impact.

The funding support models are still under consideration, but will likely involve some award component to build out the delivery network with sufficient capacity, reliability, and scalability to fulfil the RFP objectives. There may also be funding components which address towers and associated equipment upgrades. Opportunities to expedite permitting along provincial highways and public right-of-ways may also be considered. Access to provincially owned infrastructure could also be included.

Funds and solution support under the initiative are intended to be used only to help improve the business case for service providers to expand coverage to more civic addresses throughout the underserved areas. Partnerships between wireless and terrestrial facility-based providers will be strongly encouraged.

Federal Government funding support has also been explored and may become a component. The GPEI has advised that the proposed solutions may not move forward without federal funding approvals.

TIMING

The GPEI is anticipating having agreements in place with the selected proponent(s) by calendar year end of 2018. Specifically, by Dec 31, 2018 the GPEI plans to successfully negotiate an agreement or agreements with the successful proponent(s) to support deployment of the proposed broadband internet solutions. Deployment is anticipated to begin in early 2019 with service connections moving ahead by mid-year. GPEI may consider supports for interim solutions which expedite the deployment of services.

1.2 RFP Contact (GPEI)

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

Mark Kays
Procurement Officer
Department of Finance
2nd Floor Shaw Building, Centre
Email: procurementservices@gov.pe.ca

For technical questions:

Joe Rowledge
Senior Policy Advisor
Economic Development and Tourism
Email: internetrfp@gov.pe.ca

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

Questions shall be submitted directly to the RFP Contacts by e-mail only.

1.3 Type of Contract for Deliverables

The selected proponent(s) will be requested to enter into direct contract negotiations to finalize an agreement with the GPEI for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the GPEI and the selected proponent(s). The final agreement will be substantially in the form of Appendix A subject to negotiation within the framework of this RFP. The initial term of the agreement will be determined during the negotiations phase. The GPEI reserves the right to extend the agreement beyond the initial term.

1.4 RFP Timetable

Issue Date of RFP	31 August 2018
Deadline for Questions	28 September 2018
Deadline for Issuing Addenda	5 October 2018
Submission Deadline Date and Time	12 October 2018 @ 2:00 PM Atlantic Time
Rectification Period	3 working days from notification
Anticipated Initial Ranking of Proponents	19 October 2018
Proponent Presentations – Shortlisted Only	26 October 2018
Contract Negotiation Period	30 - 45 days
Anticipated Execution of Agreement	31 December 2018

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

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES

95 Rochford Street
2nd Floor South, Shaw Building,
Room 27, Charlottetown, PE, C1A 7N8

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The proponent is solely responsible for the delivery of its proposal to the exact location (including floor, if applicable) indicated in this RFP on or before the Submission Deadline. The GPEI does not accept any responsibility for proposals delivered to any other location by the proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The GPEI's time clock will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

Proponents must submit their proposal in a sealed package, containing **six (6)** hard copies of their proposal and **one (1)** electronic copy saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of the proponent's name and RFP#. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of environmental sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their bid. Sealed packages should be prominently marked with:

- the RFP title and number (see RFP cover)
- the full legal name and return address of the proponent
- Label the USB flash drive with the proponent's name and RFP #.

The GPEI will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original bid submission or by a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to:

PROCUREMENT SERVICES

95 Rochford Street

2nd Floor South, Shaw Building,

Room 27, Charlottetown, PE, C1A 7N8

The withdrawal notice must be signed by an authorized representative of the proponent. The GPEI is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

The GPEI will conduct the evaluation of proposals and negotiations in the following five stages:

Stage I: Mandatory Submission Requirements (Pass or Fail)

Stage II: Evaluation of Proposed Solutions: Technical Requirements (81.25%)

Stage III: Financial Components (18.75%)

Stage IV: Presentations and Final Scoring

Stage V: Ranking, Selection and Contract Negotiations

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the GPEI will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin from the date that the GPEI issues a rectification notice to the proponent. The mandatory submission requirements are as follows:

2.2.1 Submission Form (Appendix B)

Each proposal must include a completed Submission Form (Appendix B) signed by an authorized representative of the proponent.

2.2.2 Submission Cost Estimate (Proponent Response Appendix D)

Each proposal must include a Submission Cost Estimate completed according to the instructions contained in the instructions Tab in the Excel workbook. The completed Cost Estimate spreadsheet template in Excel format is to be included as a digital file saved on a USB flash drive.

2.3 Stage II – Evaluation of Proposed Solutions: Technical Requirements

2.3.1 Mandatory Technical Requirements

The GPEI will review the proposals to determine whether the mandatory technical requirements as set out in the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the GPEI as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

2.3.2 Rated Criteria – Technical Requirements

The GPEI will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D). The following is an overview of the categories and weighting for the rated criteria for the technical requirements of the RFP. Proponents who do not meet a combined minimum threshold score (65%) for the technical requirements will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Network Design and Performance	240 points	422.5
D.2 Network Deployment	100 points	
D.3 Operating Model	160 points	
D.4 Service Levels	50 points	
D.6 Experience, Qualifications and References	75 points	
D.7 Business Years in Service	25 points	
Stage II - Subtotal A	650 points	

2.3.3 A proponent's technical proposal need not provide an overall solution for all underserved areas of the Province and proposals that provide partial solutions will not be penalized during the evaluation process.

2.4 Stage III – Financial Components

The GPEI will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D). The following is an overview of the categories and weighting for the rated criteria for the financial components of the RFP. Proponents who do not meet a minimum threshold score (65%) for the financial components will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.5 Financial Components	150 points	97.5
Stage III - Subtotal B	150 points	97.5

2.5 Stage IV – Presentations and Final Scoring

Stage IV will consist of presentations and final scoring of the shortlisted proposals.

The proponents that have met the minimum threshold scores (65%) in Stage II and Stage III will be invited to present their solutions to the Evaluation Committee. Proponents proposing an overall solution may, during this phase, be asked to address the impact on their proposal should the proposal of another proponent proposing a partial solution be accepted. In the event that a proponent proposing an overall solution requires additional time to respond to this question, a reasonable period of additional time will be granted by the Evaluation Committee for the proponent to submit a written response or, at the discretion of the Evaluation Committee, make an additional presentation limited to this question.

Although the Evaluation Committee will make all efforts to maintain the confidentiality of individual proposals, a proponent proposing a partial solution acknowledges that the Evaluation Committee may have to pose questions to other proponents on the impact of this partial solution on their bid and that this may require, at a minimum, disclosure of the geographic impact of the proposed partial solution.

The final scoring of the shortlisted proposals will be re-tabulated following the presentations with the shortlisted proponents.

At this stage, the mandatory submission requirements, mandatory technical requirements, technical requirements, and the financial components will be completed.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Stage II - Subtotal A: Technical Requirements	650 points	422.5
Stage III - Subtotal B: Financial Components	150 points	97.5
Total Points	800 points	520

2.6 Stage V – Ranking and Contract Negotiations

2.6.1 Ranking of Proponents

After the completion of Stage IV, all scores from Stage II, Stage III, and Stage IV will be re-tabulated and re-evaluated based on, among other things, the merits of their underserved reach, the speed and service levels offered, future migration and scalability of the network, proposed business models for the rollout, and potential overbuild and overlap with the other proposals. (Refer to Section 1.1, “The Objective”).

Selected proponents will receive a written invitation to enter into direct contract negotiations to finalize an agreement with the GPEI. Upon finalization of the Agreement with the GPEI, the proponent(s) shall thereafter be known as the successful proponent(s).

2.6.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the GPEI or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the GPEI and the selected proponent. Negotiations may include requests by the GPEI for supporting information from the proponent to verify or clarify the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the GPEI to amend the technical requirements or financial terms from the proponent.

2.6.3 Time Period for Negotiations

The GPEI intends to conclude negotiations and finalize an agreement with the proponent(s) during the Contract Negotiation Period, commencing from the date the GPEI invites the proponent(s) to enter negotiations. The proponent(s) invited to enter into direct contract negotiations should therefore be

prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.6.4 Failure to Enter into Agreement

If the proponent(s) and the GPEI cannot conclude negotiations and finalize the agreement(s) for the Deliverables within the Contract Negotiation Period, the GPEI may, upon notice, discontinue negotiations with the proponent(s) and may invite the next proponent(s) to enter into negotiations. This process shall continue until agreements are finalized, until there are no more proponents remaining that are eligible for negotiations or until the GPEI elects to cancel the RFP process.

2.6.5 Notification to Other Proponents

Once an agreement is finalized and executed by the GPEI with the selected proponent(s), the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.2 Proponents to Follow Instructions

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

3.1.3 Language

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

3.1.4 No Incorporation by Reference

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

3.1.5 References and Past Performance

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

3.1.6 Information in RFP Only an Estimate

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

3.1.7 Proponents to Bear Their Own Costs

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

3.1.8 Proposal to be retained by the GPEI

The GPEI will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The GPEI makes no guarantee that agreements will be reached with any successful proponent(s). The agreement(s) to be negotiated with the selected proponent(s) may not be an exclusive contract for the provision of the described Deliverables. The GPEI may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the GPEI.

3.2 Business Registration

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

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

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of

- (i) whether the company is registered, or
- (ii) whether its business registration is in good standing. However, if the Proponent(s) selected are the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- a) report any errors, omissions, or ambiguities; and
- b) direct questions or seek additional information

in writing by email to the RFP Contacts on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contacts. The GPEI is under no obligation to provide additional information, and the GPEI will not be responsible for any information provided by or obtained from any source other than the RFP Contacts. It is the responsibility of the proponent to seek clarification from the RFP Contacts on any matter it considers to be unclear. The GPEI will not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

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

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

During the evaluation process, the GPEI may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical

requirements set out in Section C of the RFP Particulars (Appendix D). The GPEI may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.4 Notification and Debriefing

3.4.1 Notification of Outcome of Procurement Process

Once an agreement is executed by the GPEI with the successful proponent(s), notification of the outcome of the procurement process will be posted on the Prince Edward Island Tendering Site.

3.4.2 Debriefing

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

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

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

3.5.2 Disqualification for Prohibited Conduct

The GPEI may disqualify a proponent, rescind an invitation to negotiate or terminate an agreement entered into if the GPEI, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

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

3.5.4 Proponent not to Communicate with Media

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

3.5.5 No Lobbying

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

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any

employees, officers, agents, elected or appointed officials or other representatives of the GPEI; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Bids

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

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Contractor to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the GPEI, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) the GPEI's past experience with the bidder within the last 18 months for similar or related services

3.6 Confidential Information

3.6.1 Confidential Information of the GPEI

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

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

3.6.2 Confidential Information of Proponent

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

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") governs the collection, use and disclosure of personal information by the GPEI and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/legislation/all/all/a>

3.7 Procurement Process Non-binding

3.7.1 No Contract A and No Claims

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

3.7.2 No Contract until Execution of Written Agreement

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

3.7.3 Non-binding Financial Estimates

While the financial information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered financial terms, could adversely impact any such evaluation or ranking or the decision of the GPEI to enter into an agreement with a proponent for the Deliverables.

3.7.4 Cancellation

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

3.8 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

**SAMPLE CONTRACT
NAME OF AGREEMENT**

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

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

(hereafter referred to as “Government”)

OF THE FIRST PART;

AND:

_____ of
_____ of
in _____ County, GPEI of _____

(hereafter referred to as the “Contractor”)

OF THE SECOND PART.

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

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

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

Definitions

[INSTRUCTIONS: You may be required to clarify or limit the meaning of a word or phrase used in the remainder of the Agreement by creating a definition for that word or phrase. If definitions are created, list these defined words or phrases alphabetically in paragraph 1.]

1. In this Agreement, the following definitions apply:

- (a) “Fiscal Year” means ...
- (b) “Schedule” means...

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 contained in the Termination section of this Agreement, the term of this Agreement shall commence on the _____ day of _____, 20____, and end on the _____ day of _____, 20____ (the "Term").

[INSTRUCTIONS: If the Work has commenced before the commencement date of this Agreement, as noted in the subparagraph 3(a) above, insert the following subparagraph to confirm this fact and that the agreed amount of money to be paid to the Contractor under this Agreement includes any amounts owed for Work done from this early start date.]

- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the ____ day of _____, 20____. It is further agreed that the amount of \$_____ is the maximum amount to be paid for the Work and includes all amounts which may be owed for Work since the ____ day of _____, 20____.

Payments, Records and Accounts

[INSTRUCTIONS: Depending on the payment schedule agreed to with the Contractor, some or all of the following subparagraphs 4(a), 4(b) and 4(c) may be needed. Please read each subparagraph carefully.]

4. The Government shall make payments to the Contractor in the following manner.
 - (a) Payment for the Work shall be at the rate of \$_____ per hour, excluding taxes, but in no case shall the total payment exceed \$_____;
 - OR
 - (a) Payment for the Work shall be a fixed lump sum of \$_____, excluding 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, excluding taxes, up to a maximum of \$_____, based on expenses actually incurred and verified by receipt.
 - (c) The payments described herein shall be paid upon the basis of the submission by the _____ day of _____, 20____ of a detailed statement together with all necessary receipts. Such statements shall be submitted to Government and Government shall pay the amount owing within ____ days of receipt.

(d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the Work.

OR

(d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the Work.

(e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

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

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.

(b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.

6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.

(b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1 or any other laws that impose obligations in the nature of employers' obligations.

- (c) The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts section of this Agreement.

7. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

Reports

- 8. (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 Government not later than the ____ day of _____ 20___. Government shall either signify its approval or note the deficiencies in writing to the Contractor within _____ days of its submission. The final report shall be submitted to Government not later than the ____ day of _____, 20___ unless the parties agree otherwise in writing.

Administration

- 9. Subject to any specified time schedule or location where the Work is to be performed as may be set forth in Schedule "A" attached hereto, Work is to be performed in the offices of Government, and the Contractor shall follow the same time schedule as applicable to employees of Government.
- 10. Government shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

- 11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mail to the Contractor's last known place of business, facsimile transmission, or electronic communication.

This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant

to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.

12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.
14. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.

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

(c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act* R.S.C. 1985, c. C-42.

Conflict of Interest

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

- (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
- (b) Terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

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

Indemnification and Insurance

18. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
19. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:
 - (a) Commercial General Liability insurance in an amount not less than \$_____ (minimum Two Million (\$2,000,000.00 CAD) Dollars) inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;
 - Broad Form Property Damage;

- If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
- (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$_____ (minimum One Million (\$1,000,000.00 CAD) Dollars).

[INSTRUCTIONS: Where the Work under this Agreement involves professional or consulting services of any kind, please consult the Explanatory Notes to this policy regarding the requirement of a minimum Two Million (\$2,000,000 CAD) Dollars in professional liability insurance and use the following subparagraph 18(c) as applicable.]

- (c) Professional Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars on a claims-made basis, subject to an annual aggregate limit of Two Million (\$2,000,000.00 CAD) Dollars insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of six (6) years following completion of the Work.
- (d) The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A certified copy of the policy, or policies, shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt of the certified copy of the policy or policies by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

20. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
21. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
22. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
23. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.

- 24. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 25. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 26. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

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

SIGNED, SEALED & DELIVERED)
 In the presence of:)
)
)
 _____)

Government of Prince Edward Island,
 as represented by the Minister of
[Insert Department name here]

SIGNED, SEALED & DELIVERED)
 In the presence of:)
)
)
 _____)

[Insert Contractor's name here]

 Authorized Signing Officer

SCHEDULE "A"

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

DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Number of Years in Business:	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	

B.2 Acknowledgment of Non-binding Procurement Process

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

B.3 Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP.

B.4 Mandatory Forms, Diagrams and Schedules

The proponent encloses as part of the proposal the mandatory forms, Diagrams or Schedules as set out below:

FORMS/DIAGRAMS/SCHEDULES	INITIAL TO ACKNOWLEDGE
High-level diagram of proponent’s current Network. High-level diagram of proponent’s proposed Network Solution(s). (proponent Appendix A)	
Submission Form (proponent Appendix B)	
Project Understanding (proponent Appendix C and D)	
<ul style="list-style-type: none"> • Network Solution Design Description 	
<ul style="list-style-type: none"> • Preliminary deployment schedule identifying your understanding of the key tasks and deliverables required to achieve a successful deployment. 	
<ul style="list-style-type: none"> • Organizational Structure and capabilities. Specifically identifying number of resources, associated skill sets and industry experience. 	
<ul style="list-style-type: none"> • Cost Estimate Worksheets. Provide a Class IV/V (+/- 25%) Network Build estimate for your proposed solution. Include Operational Model cost estimate for the first three (3) years of operation. 	

B.5 Network Build and Operational Cost Estimates

The proponent has submitted its Network Build and Operational Cost Estimates (proponent Appendix D) in accordance with the instructions in the RFP, spreadsheet and in the Cost Estimates Form (Appendix C). The proponent confirms that the costing information provided is aligned with expected accuracy of a Class IV/V, +/-25% estimate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered estimates, could adversely impact the acceptance of its proposal by the GPEI.

B.6 Addenda

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

B.7 No Prohibited Conduct

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

B.8 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the GPEI in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be

seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the GPEI within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

B.9 Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the GPEI to the advisers retained by the GPEI to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – NETWORK BUILD AND OPERATIONS COST ESTIMATES FORM

The GPEI has developed Cost Estimate Worksheet templates in Excel format which will be used to gain a better understanding of the proponent network solutions. The objective is to create a simple and consistent mechanism for the proponents to use in developing detailed cost estimates of their proposed solutions. These worksheets break down the network into three (3) main components:

- 1) The Backbone portion of the network;
- 2) The “Last-mile” portion of the network; and
- 3) A three (3) year Operations model.

Backbone Network Infrastructure

For the purposes of this estimate, the backbone infrastructure is assumed to include all network related equipment, materials and labour components required to establish a new point of presence (PoP) in an underserved community or region.

A PoP is a site or a location in the network where the backbone network ends and connects to the local last-mile infrastructure. This portion of the network may include:

- Towers, microwave radios, antennas, cabling, mounting brackets and such equipment;
- Back Office facilities where the backbone network terminates, and network traffic is routed to/from the outside world through an IXC/IXP connection;
- PoP physical infrastructure (shelter, hut, fiber cabinet, etc.) and associated support infrastructure (power, HVAC, etc.);
- Transport fibre or wireless backhaul from existing network to the new PoP location;
- Electronics to operationalize a fibre link, such as optical interfaces, routers, DWDM related equipment;
- Electronics to operationalize wireless links, such as Tx/Rx Digital radios, microwave interfaces, routers and related equipment;
- Outside plant, fibre or coax, outdoor enclosures along the backbone route as required;
- Support infrastructure such as equipment, cabinets, towers and power systems that support both backbone and last-mile connectivity should be included in the backbone section, as “last-mile” spurs could also exist from backbone towers along the backhaul route; and,
- Expenditures related to purchasing land, buildings, equipment shelters and any associated real estate and other fees.

Last Mile Network Infrastructure

For the purpose of this estimate, the “last-mile” infrastructure includes all equipment, materials and labour required to connect end-customer civic addresses to the nearest suitable network PoP. This portion of the network may include:

- Towers, microwave radios, antennas, cabling, mounting brackets and such equipment;

- PoP physical infrastructure (shelter, hut, fiber cabinet, etc.) and associated support infrastructure (power, HVAC, etc.);
- Electronics to operationalize fibre distribution, such as FTTH optical interfaces and splitters, Termination panels, Coax amplifiers, Optical mini-nodes, routers and related equipment;
- Electronics to operationalize 'last-mile' wireless links, such as Tx/Rx Digital radios, microwave interfaces, routers and related customer interface equipment;
- Outside plant, fibre or coax, attachment hardware, conduit, outdoor enclosures, pedestals, FOSC's, or handholds along the distribution route as required; and,
- Customer drops, premise equipment cable and xDSL modems, mini-towers, antennas, optical network terminals, all to be included.

Operational Model

The GPEI would like the proponents to develop an estimate for operational costs required to operate the proposed Network solution over a three (3) year period. This estimate will be used to better understand the key elements of the business model. A three (3) year operations model is assumed to be sufficient to reach end-customer penetration levels sufficient to allow viability in the business case. It is also assumed that end-customer service delivery will meet or exceed the CRTC objectives of 50 Mbps download and 10 Mbps upload speeds by the end of 2021.

It is understood that customer penetration growth will vary by region over the three (3) year start-up, however for the purpose of this estimate, the GPEI will assume that 100% customer penetration will have been achieved by year three (3). This assumption will reflect a "worst-case" Network build estimate as the network solution must support 100% of the civic addresses within it's capture range even though not all addresses will become customers.

Operationally, 100% penetration will reflect the "best case" scenario for the cost model as it is understood that operational efficiencies are improved with higher penetrations. A three (3) year model should be sufficient to provide a reasonable estimate of the expected expenses and annual running rates as customer penetrations increase. No asset depreciation or technology obsolescence has been factored into this three (3) year model. A network technology lifecycle refresh component has been included which is typically based on a forty (40) year lifecycle for the Outside Plant, towers etc. The proponent can choose whatever lifecycle term they feel is appropriate for their solution. The key operations model components include::

- General Office Expenses;
- Network - Back Office Expenses (Call Centre, Service/Help Desk and NOC Operations);
- Network - Outside Plant Maintenance Expenses;
- Network - Site and Equipment Maintenance Expenses; and,
- Network - Technology Lifecycle Refresh.

Specific instructions on how to fill out the spreadsheets is provided in the instructions tab within the Cost Estimate Workbook.

APPENDIX D – RFP PARTICULARS

A. The Deliverables

Demonstrated Understanding

The GPEI warrants that the information provided in proponent responses will be kept strictly confidential and will NOT be shared with outside parties except for those working directly with GPEI on the RFP. Specifically, all provider information will be governed by the [“The Freedom of Information and Protection of Privacy Act R.S.P.E.I. 1988, Cap. F-15.01” \(“FOIPP”\)](#).

Network Design and Performance

In December of 2016, the CRTC declared broadband internet as a basic telecommunications service. It set new targets for broadband internet service providers to offer customers in all parts of the country download speeds of at least 50 megabits per second (Mbps) and upload speeds of at least 10 Mbps, and to also offer the option of unlimited data. These broadband internet goals were targeted to be in place by 2021.

The GPEI is interested in supporting this overall initiative and as such is looking for Internet Service Providers (ISP) who are capable and willing to expand their existing networks or create new network solutions which will target the estimated 31,000 underserved civic addresses across PEI. This is recognized as a sizable challenge as the population densities in the underserved areas are significantly lower than those in urban communities. Innovative and creative solutions are needed to meet the above goals and create sustainable business models for continued expansion of broadband Internet services into the future.

The GPEI understands that there may be multiple network solutions with different technology strategies in the final results. The overall solution may involve one or more proponents and may require a proponent to modify its proposal prior to final award. There is not an expectation that any one provider will need to necessarily deliver an overall solution or that a single solution will suffice for the entire underserved areas. The GPEI will evaluate all solutions regardless of their size and breadth and will select solutions based on, among other things, the merits of their underserved reach, the speed and service levels offered, future migration and scalability of the network, proposed business models, for the rollout, and potential overbuild and overlap with the other proposals. The evaluation process will be based on a number of key criteria as detailed herein.

The following population Density and Underserved maps provide guidance on where the estimated underserved civic addresses are located throughout PEI.

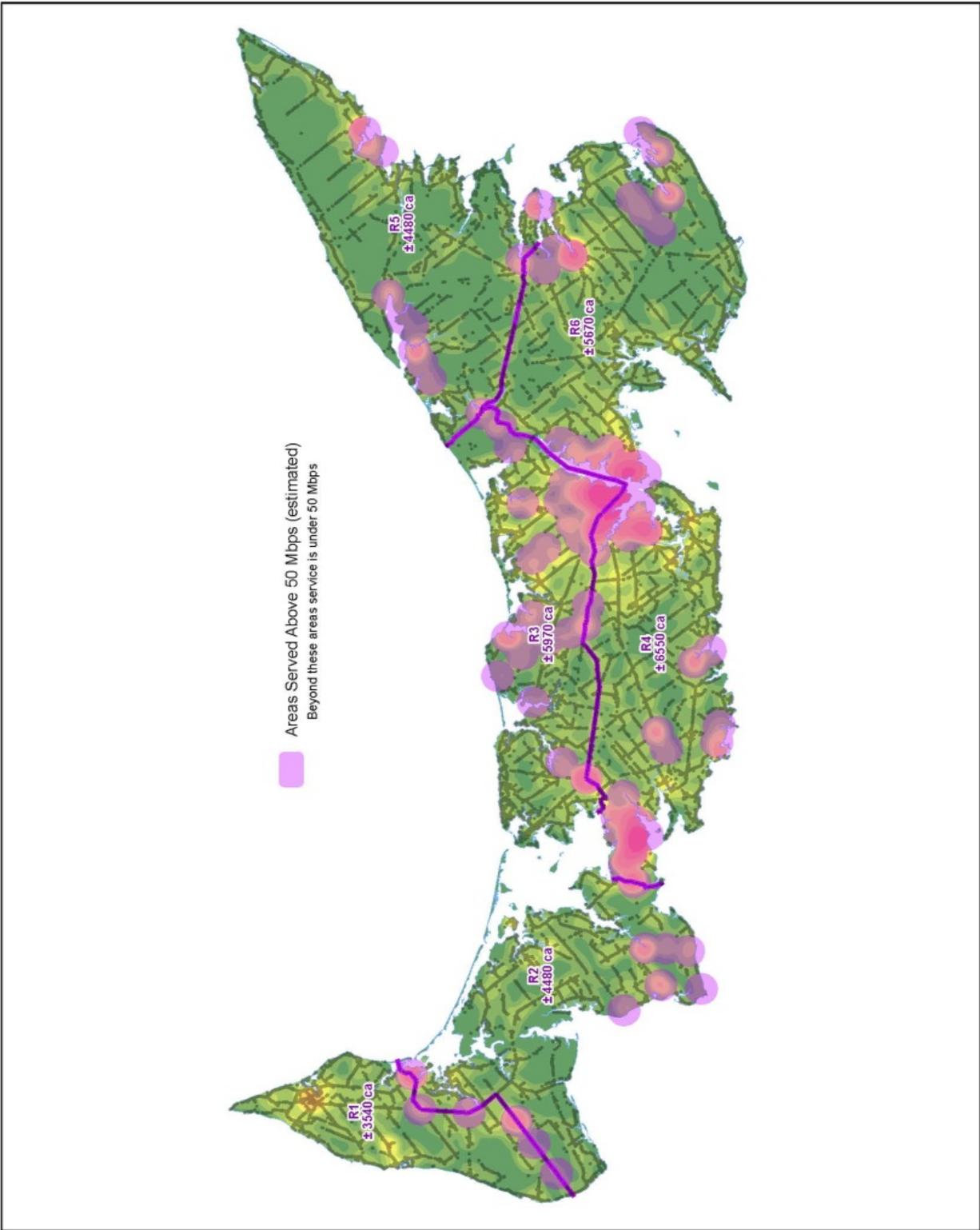


Figure 2 – Estimated Underserved Areas*

*Note: The underserved areas identified in Figure 2 above were estimated using the GPEI GIS and civic address databases. For this RFP objective, the underserved areas were sub-divided into six (6) separate regions to provide more clarity of the estimated number of civic addresses and communities within each region.

Interested Internet Service Providers (ISP) who own existing facilities across PEI are asked to provide high level diagrams of their existing network to indicate their high-level coverage areas and to also provide details of their current broadband internet offerings in the respective service areas. This information will help the GPEI validate the underserved areas and better understand the current capabilities of providers offering services today, whether the services are offered through wireless solutions (using licensed or unlicensed spectrum) or through wireline connections or combinations of both.

The proponents are also asked to describe their proposed networks in detail. Specifically addressing what topology and architecture will be used in their solution, and number of towers or kilometers of fibre or coax which will be required to support their current broadband internet offerings. Also, indicate whether the proposed solution is an extension of existing facilities and, if so, where the interconnection points will be. The descriptive should also identify what technologies would be deployed initially and how and when the network would scale to meet the CRTC 2021 broadband internet objectives.

The reliability and long-term scalability of the proposed network is key to ensure that the proposed solution will provide competitive speeds and levels of service to the end-customers. The proponent should also estimate the number of underserved civic addresses that their solution will reach in each region initially, after deployment, and also by the end of 2021.

Proponents are requested to provide their detailed responses for this section in the table below.

Network Design and Performance			
Item #	Technical Requirements - Questions	Proponent Response	Proponent Appendix
1	Provide a high-level diagram of your current Network and associated coverage across the province. Include current subscriber broadband internet data offerings. Identify number of towers existing and distances of fibre optic or coaxial cable required.		A
2	Provide a high-level diagram of your proposed Network Solution. Describe in detail, the proposed network solution at a high level identifying what technologies, topology and architecture will be deployed in the solution. Identify number of towers proposed and distances of fibre optic or coaxial cable required.		
3	Describe the proposed network solution with respect to the initial capacity, reliability and scalability potential to meet or exceed the CRTC broadband internet objectives of 50 Mbps downstream and 10 Mbps upstream by 2021 and beyond. Separate your bandwidth requirements from total bandwidth		

	capacity in your proposed solution.		
4	Provide your estimated number of civic addresses to be serviced that the proposed network solution will reach and identify geographically by region, the subscriber areas which the network solution will target.		

Network Deployment

The successful proponent(s) will have a strong understanding of the requirements to ensure a successful network deployment. That understanding is to be demonstrated through the development of a preliminary deployment schedule which identifies the key work tasks and milestones required. Timeframes for the detailed design and construction of the network solution are to be included. As well, include a high-level launch strategy which identifies the sequencing and prioritization of the customer acquisition and servicing plan.

The proponent must also describe their understanding of the opportunity risks associated with the different components of the proposed network solution and identify how those risks will be assessed and mitigated.

Supporting examples of the Company’s experience with similar sized deployment projects is also required. Details of key challenges and of “lessons learned” from past projects should be included.

Proponents are requested to provide their detailed responses for this section in the table below.

Network Deployment			
Item #	Technical Requirements - Questions	Proponent Response	Proponent Appendix
1	Provide a preliminary deployment schedule identifying your understanding of the key tasks and deliverables required to achieve a successful deployment. Provide a timeline of the proposed service launch sequencing if multiple areas are targeted. Specifically, what prioritization would be considered in the servicing plan?		C
2	Describe your understanding of the opportunity risks of the different components of the network solution and identify how those risks will be assessed and mitigated.		
3	Provide your Company’s experience in conducting similar deployments in the past and describe the key challenges and/or “lessons learned”.		

Operational Model

The successful proponent(s) will put forward a competitive operating model which maintains a high standard of customer service and customer focus comparable to industry best practices. Specifically, the model will include some level of Call Centre/Help Desk services to support customer installation requests, billing inquiries and service/repair calls. As well, Network Operations response components which provide proactive monitoring of network performance and appropriate dispatching of technical resources to mitigate and resolve network related failures or degradation. These services may be internal or outsourced to improve viability in the business case.

The proponent is asked to provide details of the Organizational Structure which will be deployed in support of the operations for the proposed solution(s). Please identify the number of resources involved, their skill sets and a measure of their industry experience. Also, please comment on any Succession Planning and Change Management strategies which you plan to include during the life of the contract. Resumes of the key resources can be included in the Appendices.

Provide details of what end-customer bandwidth targets will be implemented. Comment on whether Service Availability guarantees will be included and, if so, how will these be measured and executed. Also provide your goals for customer service response for “degraded” and “no service” calls. Also indicate any operational differences between business and residential service response strategies.

Comment on whether there will be any end-customer minimum guarantees for service availability and, if so, what will they be? Again, separate business customers from residential customers. Further, comment on your customer installation and service/repair call windows. Also comment on your proposed Call Centre and Help Desk hours of operation.

On the network side, describe your proposed operating Standards of Performance and processes for Link Fault Diagnosis and Network Management response. Describe if and how information services regarding the state of the network, specifically for network outages and/or network degradation, will be made available to end-customers and also to the GPEI.

Identify main network interconnection points and data routing strategies in the event of network degradation or failures. Describe your traffic management strategies to address network QOS and “high data users” on the network. For example, will “throughput throttling” and/or “data caps” be implemented? Describe what bandwidth measurement methodologies will be used and how performance will be measured and reported.

Lastly, please describe your proposed network performance reporting platform in support of Service Level statistics. Comment on the quality of web interfaces for customer traffic monitoring and broadband internet usage statistics.

Proponents are requested to provide their detailed responses for this section in the table below.

Operational Model			
Item #	Technical Requirements - Questions	Proponent Response	Proponent Appendix
1	Describe the operational model which will be implemented to support the proposed solution. Identify if any components of the operations will be outsourced and, if so, how will Service Response times be impacted.		
2	Describe your general Organizational Structure and capabilities. Specifically identifying the number of resources, associated skill sets, and industry experience		D
3	Comment on Succession Planning and Change Management should organizational changes occur during the life of the contract.		
4	Identify nominal end-customer bandwidth targets and minimum guarantees of Service availability during the life of the contract		
5	Describe your operating Standards of Performance and processes for Link Fault Diagnosis and Network Management response. Describe if and how information services regarding the state of the network, specifically network outages and/or network degradation will be made available to the end-customers and also to the GPEI.		
6	Provide your average times for end-customer service response, specifically for “No Service” and “Degraded Service”		
7	Comment on whether there will be any end-customer minimum guarantees for service availability and if so, what will they be? Separate business customers from residential customers.		
8	Comment on your customer installation and service/repair call windows. Also comment on your Call Centre and Help desk hours of operation.		
9	Identify main network interconnection points and data routing strategies in the event of failures		
10	Describe what bandwidth measurement methodologies will be used and how performance will be measured and reported.		
11	Describe your traffic management strategies to address network QOS and “high data users” on the network. For example, will “throughput throttling” and/or “data caps” be implemented?		
12	Describe your proposed network performance reporting platform in support of Service Level statistics. Comment on the quality of web interfaces for customer traffic monitoring and broadband internet usage statistics.		

Financial Components

The proponent is asked to provide a Class IV/V (+/-25%) level Network Build estimate for the proposed network solution. This should include a listing of the key network elements required from the back office through to customer equipment and Installation. The estimate should also include the Planning and Engineering costs associated with detailed design, permitting and construction of the network solution. The estimate will be normalized against the number of underserved serviceable civic addresses which would be captured by the network solution. Specifically, normalized to a \$/Serviceable Address ratio.

Operational Model costs for the first three (3) years must also be included. Transit BW costs, any outsourcing estimates and Network interconnection or peering co-location costs should be included. Also include your estimate of revenues from customer acquisition, Installation fees and your perspective on customer penetration rate assumptions for the first three (3) years.

The GPEI understands that to extend broadband internet facilities to underserved areas of PEI, challenges the business case viability for operators and as such this initiative will seek federal and provincial funding support. How the funding support will be channeled remains under consideration and review, however, it is the intention of this program to help improve business case viability for the successful proponent(s).

The GPEI is requesting that the proponents provide an estimate of their financial commitment to the deployment and ongoing operations of the proposed network solution over the life of the contract. Also, provide an estimate of what level of support your Company would require from other funding sources in order to strengthen your proposed network solution business case and ensure a successful and sustainable deployment.

Further, please provide an estimate of your proposed “Rate Card” for High Speed Residential and Business Broadband internet services. Identify if Installation Fees will apply and, if so, provide an estimate for Commercial versus Residential. Also, provide your proposed service charges for repair “truck-rolls” if and as applicable.

Proponents are requested to provide their detailed responses for this section in the table below.

Financial Components			
Item #	Technical Requirements - Questions	Proponent Response	Proponent Appendix
1	Provide a Class IV/V (+/- 25%) Network Build estimate for your proposed solution. Include Operational Model cost estimate for the first three (3) years of operation.		E
2	Provide an estimate of the “all-in” \$/Serviceable Civic Addresses		
3	Provide an estimate of your Company’s financial commitment to the deployment and ongoing operations of your network solution over the life of the contract.		
4	Provide your estimate of what level of support your		

	Company would require from the GPEI or from other sources in order to strengthen your proposed network solution business case to ensure a successful and sustainable deployment.		
5	Identify if Installation Fees will apply and, if so, provide an estimate for Commercial and Residential.		
6	Provide your proposed broadband internet “Rate Card” for Residential and Business services.		
7	Provide your proposed service charges for repair “truck-rolls” if and as applicable.		

B. Mandatory Technical Requirements

The GPEI will evaluate the proponent’s network solutions proposal on the merits of their submissions and the responses in the four (4) tables of Appendix D in this RFP. In this section, the GPEI has established Service Level Expectations which are intended to provide design basis guidance for the proponent’s network solutions. Although these broadband internet network best practice objectives are not to be interpreted as minimum technical requirements, proponent solutions which meet or exceed these service level expectations will be considered as superior to others which do not meet these objectives.

Service Level Expectations

1) Network Bandwidth

- a. 95% of total live network bandwidth to be available at all times
- b. A customer web-based speed test site to be available to all end-customers to check the network speed and other broadband internet usage statistics on their account.
- c. Latency – an average end-customer RTT (Round-Trip-Time) will not exceed 30 ms inside the proposed network.
- d. Packet Loss – Average packet loss not to exceed 0.01% for 99% of the time on a monthly basis. Packet loss will be measured from proponent network monitoring system by sending probes to a set of defined targets within and outside the proponent network. Proponent to provide reliable target(s) that can be used for this purpose.

2) Network Outage Response

- a. Network Mean Time to Repair (MTTR) within 4 hrs of fault identification. Automated notification sent to Network Technicians within 30 minutes of alarm. Sparing strategy and/or Equipment maintenance contracts in place with 4 hr replacement response.
- b. Network Availability end-to-end measured annually at 99.90 %. Specifically, a maximum of 525 min of network downtime annually.

3) Network Degradation - Congestion Response

- a. Network Mean Time to Repair (MTTR) within 6 hrs of fault identification. Automated notification sent to Network Technicians within 30 minutes of alarm. Mitigation and/or temporary bypass of degraded network segment to occur automatically through data re-routing. If automation does not exist, physical temporary remediation within 4 hours of alarm.

4) End-customer Speeds

- a. Initial Deployment – Meet or exceed 25 Mbps downstream and 5 Mbps upstream for 100% of connected customer base.
- b. 2021 – Must meet or exceed the CRTC broadband internet objectives of 50 Mbps downstream and 10 Mbps upstream for 90% of connected customer base.

5) Customer Service Response

- a. Business - No Service – No service repair call to be completed within a 24-hour (Next Business Day) period from the customer call in date.
- b. Business - Degraded Service – A degraded service call to be scheduled and corrected within a 48-hour (2 Business days) window from the customer call in date.
- c. Residential - No Service – No service repair calls to be completed within a 48-hour (2 day) period from the customer call in date.
- d. Residential - Degraded Service – A degraded service call to be scheduled and corrected within a 72 hr (3-day) window from the customer call in date.
- e. Proactive network monitoring of end-customer equipment is preferred to surface degraded service levels and avoid customer calls. Identify if proactive monitoring is to be implemented within your Help Desk operations.

C. Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a combined minimum threshold score (65%) for the technical requirements (ie items #1, #2, #4, and #5), and who do not meet a minimum threshold score (65%) for the financial components (ie item #3) will not proceed to the next stage(s) of the evaluation process.

Suggested Proposal Content for the Evaluation of Rated Criteria

The maximum score obtainable in the proponent evaluation is 800 points. Proposals will be evaluated along the following matrix. Proposals must satisfy all the general conditions of the following:

Evaluation of Rated Criteria			
Item #	Categories		Points Weighting
1	Demonstrated understanding and ability to execute the overall project		
	a) Network Design and Performance (240 points)	high-level diagram of your current Network	35
		Existing coverage across the province. Identify number of towers existing and distances of fibre optic or coaxial cable required	45
		Network Solution topology and architecture diagram included	60
	Detailed description of the proposed network solution	50	

Evaluation of Rated Criteria			
Item #	Categories		Points Weighting
		Network solution initial capacity, reliability and scalability potential to meet or exceed the CRTC broadband internet objectives of 50 Mbps downstream and 10 Mbps upstream by 2021	40
		Is proposed solution "Open Access"	10
	b) Network Deployment (100 Points)	Preliminary deployment schedule	25
		Proposed service launch plan	25
		Understanding of the opportunity risks	20
		Company's experience in similar Projects	20
		Description of the key challenges and/or "lessons learned" in previous projects	10
	c) Operational model (160 Points)	Describe the operational model which will be implemented	25
		General Organizational Structure and Resources	15
		Succession Planning and Change Management	5
		End-customer bandwidth targets	15
		Operating Standards of Performance	10
		End-customer service response, specifically for "No Service" and "Degraded Service"	20
		Customer installation and service/repair call windows	20
		Main network interconnection points and data routing strategies	10
Traffic management strategies to address network QOS and "high data users" on the network. Bandwidth measurement methodologies		20	
Proposed network performance reporting platform		20	
2	Service Level Expectations (50 Points)	Meet or exceed these service level expectations	50
3	a) Financial Components (100 Points)	Class IV/V (+/- 25%) Network Build estimate for proposed solution. Includes Operational Model	75
		Broadband Internet "Rate Card" for Residential and Business services. Include Installation Fees if applicable	15
		Proposed service charges for repair "truck-rolls" if and as applicable	10
	b) Financial Commitment (% of	Proponent financial commitment to	50

Evaluation of Rated Criteria			
Item #	Categories		Points Weighting
	total Project) (50 Points)	the deployment and ongoing operations	
4	Experience, Qualifications and References (75 Points)	Proponent references for similar projects	75
5	Business Years in Service Industry (25 Points)	Proponent experience as an ISP	25
		Total Points:	800

D.1 Experience, Qualifications, and References – Total Points = 75

Each proponent must provide the following in its proposal:

- (a) Each proponent must provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last five (5) years.
- (b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) its knowledge, skills and expertise in the following areas:
 - a. Wireline Network Technology Implementation, Delivery and Operations
 - b. Wireless Network Technology Implementation, Delivery and Operations
 and
- (e) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the GPEI.

D.2 Business Years in Service Industry- Total Points = 25

A brief description of the proponent and its years of operations.