**DEPARTMENT OF FINANCE**
**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

# ADDENDUM # 1

# For RFP # 4326

**TO:** All Bidders

**FROM:** **Procurement Services**

**DATE:** **April 20, 2016**

**SUBJECT:** **Extension to closing date – May 6, 2016**

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Please be advised, the closing date has been extended until May 6, 2016, at 2:00pm.

END OF ADDENDUM.

***Please return this sheet with your formal bid proposal.***

**REQUEST FOR PROPOSALS**

**Tender Number: 4326**

**Closing Date: April 22, 2016**

**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.**

**DEPARTMENT OF FINANCE**
**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)

#4326

## STANDING OFFER FOR CISCO EQUIPMENT

Sponsored by the

## Department of Finance, IT Shared Services

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

**Important Notes for Submitting a Proposal:**

- The complete Request for Proposals document (38 pages) is comprised of the 'Prince Edward Island Request for Proposal' (PEIRFP) Form (2 pages) and this RFP Specifications Document (36 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.

**TABLE OF CONTENTS**


**1.0 Definitions and General Requirements ..... 3**

1.1 Definitions ..... 3
1.2 Terms and Conditions ..... 4
1.3 Liability for Errors ..... 4
1.4 Eligibility ..... 4
1.5 Amendments and Requesting Additional Information ..... 5
1.6 Late Proposals ..... 6
1.7 Changes to Proposals ..... 6
1.8 Proponents' Expenses ..... 6
1.9 Limitation of Damages ..... 7
1.10 Proposal Validity ..... 7
1.11 Firm Pricing ..... 7
1.12 Currency and Taxes ..... 7
1.13 Completeness of Proposal ..... 7
1.14 Acceptance of Proposals ..... 7
1.15 No Lobbying ..... 8
1.16 Evaluation ..... 8
1.17 Debriefing ..... 8
1.18 Definition of Contract ..... 8
1.19 Modification of Terms/Contract Cancellation ..... 8
1.20 Execution of Contract ..... 9
1.21 Additional Phases of Work ..... 9

**2.0 Administrative and Legal Requirements ..... 10**

2.1 Prince Edward Island 'Request for Proposal' (PEIRFP) Form ..... 10
2.2 Business Registration ..... 10
2.3 Collection and Use of Personal Information ..... 10
2.4 Ownership of Proposals ..... 10
2.5 Use of Request for Proposals ..... 11
2.6 Contract ..... 11
2.7 Confidentiality and Intellectual Property Rights ..... 12
2.8 Indemnification and Insurance ..... 13
2.9 Contract Intentions ..... 14

**3.0 Introduction ..... 15**

3.1 Overview ..... 15
3.2 IT Shared Services Responsibility ..... 15
3.3 Government Contact Persons ..... 15
3.4 RFP Objectives and Project Scope ..... 15
3.5 Project Schedule, Contract Period and Primary Work Location ..... 16

**4.0 Requirements ..... 17**

4.1 Work/Project Description ..... 17
4.2 Deliverables and Milestones ..... 18

**5.0 Proposal Requirements ..... 19**

5.1 Mandatory Criteria ..... 19
5.2 Overview Required ..... 19
5.3 Pricing Response ..... 20

**6.0 Evaluation ..... 21**

6.1 Evaluation team ..... 21
6.2 Evaluation Process ..... 21
6.3 Stage 1 – Mandatory Criteria ..... 22
6.4 Stage 2 – Evaluation Criteria ..... 22

**7.0 Format of Proposal Submission ..... 23**

7.1 Official Record of Submission ..... 23
7.2 External Labels ..... 23
7.3 Internal Proposal Package ..... 23
7.4 Structure of Proposal ..... 24
**Appendix "A": Contract Intentions ..... 26**
**Appendix "C": Cisco Equipment ..... 36**

# 1.0 Definitions and General Requirements

## 1.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Government and the Contractor and as further defined in **section 1.18** of this RFP;

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

c) "Government Contact Persons" means those persons designated by Government listed under **section 3.3** of this RFP to be the contact persons on behalf of Government for all matters relating to this RFP;

d) "Minister" means Minister of Finance;

e) "must", or "mandatory" or "shall" means a requirement that must be met in order for a proposal to receive consideration;

f) "PEIRFP Form" means the first two pages which preceeds the RFP Specification Document;

g) "PEI Tender Website" means www.gov.pe.ca/tenders;

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

i) "Proposal" or "proposal" means a response to this RFP submitted to the Government by a Proponent;

j) "Government", "Province" or "GPEI" means the Government of Prince Edward Island and includes the Minister;

k) "Request for Proposals" or "RFP" means the PEIRFP Form and the RFP Specification Document;

l) "RFP Specification Document" means all pages in this RFP following after the RFP Form, and which includes Government's requirements for a Proposal to complete the work and services described therein; and.

m) "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

***Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms and conditions set out in this RFP and that are included in any addenda issued by the Government. 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 Liability for Errors

While the Government 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 Government, 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.

## 1.4 Eligibility

### 1.4.1 Reciprocity

In accordance with the terms of the Agreement on Internal Trade and the Atlantic Procurement Agreement, the Government 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 Government.

### 1.4.2 Conflict of Interest

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

Proposals will be rejected if the Proponent's current or past corporate or other interests may, in the Government'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.

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.

### 1.4.3 Sub-Contracting

Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one (1) 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.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Government'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.

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 Government.

## 1.5 Amendments and Requesting Additional Information

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

### 1.5.1 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, timelines, etc., or to be of interest to all Proponents **may** be made available at the

Government's sole 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.

#### 1.5.2 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.

## 1.6 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 by Government at the closing location shall prevail whether accurate or not.

## 1.7 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 cannot change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Government for purposes of clarification.

## 1.8 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent communications or negotiations with the Government, if any. If the Government elects to reject all proposals, the Government 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.

## 1.9 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. The Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## 1.10 Proposal Validity

All Proposals will be valid and open for acceptance by Government for at least 90 days after the closing date as stated on the PEI Tender Website.

## 1.11 Firm Pricing

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

## 1.12 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.

## 1.13 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.

## 1.14 Acceptance of Proposals

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

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

## 1.15 No Lobbying

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

## 1.16 Evaluation

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

## 1.17 Debriefing

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

## 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 Modification of Terms/Contract Cancellation

The Government reserves the right to, in its sole discretion, modify or cancel the terms of this Request for Proposals at any time prior to the closing date and time stated on the RFP Tender Website, and also has the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

## 1.20 Execution of Contract

A written Contract shall be executed within 90 days of notification to the successful Proponent of the Contract award. If the Contract is not executed within this time period the Government may, at its sole discretion and at any time thereafter, reject that Proponent's proposal and either execute a Contract with the next qualified Proponent or terminate the entire Request for Proposals process and not enter into a Contract with any of the Proponents.

## 1.21 Additional Phases of Work

If additional phases of work are required, the Government reserves the right to amend any Contract that may emerge from this RFP to complete these phases of the project. The Government 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 Government.

# 2.0 Administrative and Legal Requirements

## 2.1 Prince Edward Island 'Request for Proposal' (PEIRFP) Form

As noted on the front page of this RFP, the PEIRFP Form is the first two (2) pages of the file that is downloaded from our PEI Tender Website. It must be completed, signed and included in the proposal.

## 2.2 Business Registration

Government requires all Proponents which are companies, partnerships and sole proprietorships outside of PEI operating within the Government of PEI to register with Consumer, Labour and Financial Services, a division of the Department of Justice and Public Safety 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

## 2.3 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 Government 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 Government. Such written consents are to specify that the personal information may be forwarded to the Government for the purposes of responding to this RFP and use by the Government for the purposes set out in the RFP. The Government may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Government.

## 2.4 Ownership of Proposals

All proposals submitted to the Government become the property of the Government. They will be received and held in confidence by the Government, 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.

## 2.5 Use of Request for Proposals

Any portion of this RFP, or any information supplied by the Government in relation to this Request for Proposals may not be used or disclosed for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Government 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

## 2.6 Contract

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

### 2.6.2 Contract Terms

The terms of Government's standard services contract that will be required for this project are provided in Appendix "B."

This contract will always be customized as a part of the award process to reflect the Proponent's name, contact information, address, applicable schedules, etc. as well as the requirements of this RFP.

### 2.6.3 Special Conditions

Identify all special conditions that apply to this RFP. Examples: clauses relating to Contract extension or renewal, payment and/or hold-back provisions, bonding and letter of credit requirements, additional insurance coverage requirements, economic development and industrial benefits, intellectual property rights, etc.

## 2.7 Confidentiality and Intellectual Property Rights

The following confidentiality clauses shall be required by the Government and shall form part of the Contract:

**2.7.1** 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 Government, unless the information, knowledge or data is generally available to the public.

**2.7.2** 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.

The following intellectual property clauses as are applicable to this project shall be required by the Government and shall form part of the Contract:

**2.7.3** 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 any subcontractors are similarly bound to assign their intellectual property rights. Licensing and marketing rights to the developed products will not be granted in this agreement. Any materials provided by Government to assist the Contractor in carrying out the terms of this agreement shall be treated as confidential and returned to Government at the conclusion of the agreement. Any reports or materials prepared for Government in the course of the agreement are the property of Government.

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

The parties agree that Government owns copyright on all aspects of the product or products created as a result of this agreement (the “Work Product”) including all manner of data as set out in this paragraph and including all software developed as a result of this

agreement whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.

The Contractor relinquishes all rights to the Work Product created pursuant to this agreement, including all rights, and including moral rights, otherwise accruing to the Proponent pursuant to the Copyright Act, R.S.C. 1985, c. C-42.

## 2.8 Indemnification and Insurance

The following indemnity clause shall be required by the Government and shall form part of the Contract:

**2.8.1** 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 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.

The following sets out the Government's minimum insurance requirements of the successful Proponent, which requirements shall form part of the Contract:

**2.8.2** The Contractor shall maintain, as a minimum, General Liability Insurance providing not less than Five Million Dollars ($5,000,000.00 CAD) coverage per occurrence and shall add Government of Prince Edward Island 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 Contractor shall maintain, as a minimum, Professional Liability Insurance providing not less than Five Million Dollars ($5,000,000.00 CAD) on a claims made basis, subject to an annual aggregate limit of Five Million Dollars ($5,000,000.00 CAD), 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 five (5) years following completion of the work.

The Contractor shall maintain, as a minimum, Automobile Liability Insurance providing not less than One Million Dollars ($1,000,000.00 CAD) 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.

## 2.9 Contract Intentions

If the responding Proponent intends to deviate from the general conditions, standard terms and conditions, and /or scope of work listed in this document, all such deviations shall be listed on the form included as Appendix "A", with complete detailed conditions and information included or attached. The GPEI will consider any deviations in its award decisions, and the GPEI reserves the right to accept or reject any bid based upon any deviations or any attachments or inclusions**.**

**In the absence of any deviation entry on this form, the proponent assures the GPEI of their full compliance with the standard terms and conditions, scope of work, and all other information contained in this document.**

# 3.0 Introduction

## 3.1 Overview

The Government of Prince Edward Island has standardized on Cisco products for network routing, switching and enterprise wireless systems. The Government has more than 1000 switches deployed in over 300 buildings throughout the Government. Also, in order to meet changing requirements, projects are initiated which may lead to upgrades and/or the expansion of network and wireless capabilities to meet these changing requirements.

The goal of this RFP is to establish a three (3) year standing offer for the supply of the required Cisco hardware, software licensing, maintenance, training and technical support services.

## 3.2 IT Shared Services Responsibility

Information Technology Shared Services (ITSS) is the Government of PEI division responsible for the planning, operation, and support of network and server communications, including voice services; and for setting Government-wide standards in IT, developing the overall information technology architecture of Government and implementing security practices.

## 3.3 Government Contact Persons

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 |
|---|---|
| **John Brennan**<br>Manager, Infrastructure Support - Projects<br><br>**Department of Finance/IT Shared Services**<br>40A Burns Avenue<br><br>P.O. Box 2000<br>Charlottetown, PE C1A 7N8<br><br>**Email: jebrennan@ gov.pe.ca**<br>Phone: (902) **368-5138** | **Name: Lori Richard**<br>Title: Procurement Officer<br><br>**Procurement Services**<br><br>95 Rochford Street, Second Floor Shaw Building South, Room 27<br>P.O. Box 2000<br>Charlottetown, PEI C1A 7N8<br><br>**Email: larichard @ gov.pe.ca**<br>Phone: (902) 368-4042 |

## 3.4 RFP Objectives and Project Scope

Our objective is to establish a standing offer for the supply of the required Cisco hardware, software licensing, maintenance, training and technical support services. This standing offer will be available for use by the Provincial Government and MASH (Municipality, Academia, Schools, and Hospitals) sector.

## 3.5 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:

- Preferred start date: May 1, 2016
- Preferred completion date: April 30, 2019

The initial **Contract** will be for a period of three (3) years. The Government reserves the right to extend the Contract for two(2), one (1) year extensions beyond the initial Contract period, for an overall maximum of five (5) years in total.

The Government intends to award the Contract to one (1) Proponent. The Proponent can be a partnership or have a subcontracting arrangement as long as one vendor is clearly identified as the primary in the proposal.

The **primary work location** for any work reflected in this RFP is Charlottetown, PE.

.

# 4.0 Requirements

The primary requirement is the acquisition of the required hardware and software licensing, technical support, maintenance and warranty services.

## 4.1 Work/Project Description

1. The successful Proponent must be a Cisco Gold or Silver Certified Partner Authorized Canadian Reseller. Proof of Certification must be submitted with bid.

2. The successful Proponent is to provide a complete ordering system including pre-sales technical advice on the most appropriate solution to meet current requirements. An annual report outlining account activity including the current state of hardware and software licensing will be required.

3. Pricing for hardware, software and maintenance must be in the form of “List Price” and “PEI Price” for each item as listed in Appendix “C”. All pricing is to be inserted into the provided Excel spreadsheet and returned in electronic format on a CD, DVD or USB jump drive.

4. No substitute by brand, only new and currently manufactured Cisco products will be considered and accepted. Cisco hardware and software service and support shall only be Cisco's brand. The devices the Government of PEI may purchase have been included as Appendix “C.”

5. Goods or services are to be delivered as and when required for the period indicated upon receipt of an official purchase order. The Government of PEI does not guarantee that any amount, make, model, brand item, part or services will be purchased.

6. There may be occasions where the trade-in of equipment may be considered in part of a purchase.

7. Maintenance and Warranty Services The Government requires that all equipment be supplied with an initial Cisco hardware warranty. Extended maintenance and warranty services will be acquired as necessary for select devices and software. There may be occasions where the successful Proponent will be asked to assist in resolving any warranty claims with equipment purchased through the Contract resulting from this Request for Proposal.

8. Technical Support Service Requirements The existing devices and any new equipment that may be acquired are managed and maintained by internal Government of PEI staff. There may be occasions when external resources, either from Cisco or the successful Proponent, may be

required to provide additional support for the systems in use. This includes updating the devices, reviewing the current implementation and recommending architecture changes.

9. Value Added Services This section should outline any additional benefits that the Proponent can provide. These may include training vouchers or training services available through reseller, vendor consultations, etc.

## 4.2 Deliverables and Milestones

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 on-site and/or off-site, as requested by the client department.

2. The Proponent shall prepare an annual summary of purchase reports for Government containing the following information:
   a. Product ordered and date delivered;
   b. Government of PEI purchase order number;
   c. Government department name and shipping address;
   d. Unit cost for each product; and
   e. Total cost of products purchased.

3. The Proponent must be able to report on hardware/licensing within three (3) working days of delivery,

4. Delivery time is not to exceed three (3) weeks after receipt of purchase order, unless otherwise negotiated between the vendor and recipient organization.

5. Any invoices submitted for services rendered must include a detailed breakdown of the work completed to support the amount that is invoiced.

## 5.0 Proposal Requirements

This section describes the Proposal requirements to be included, which will be evaluated as per section 6.

***Please respond to the following using the same order and headers in your response.***

### 5.1 Mandatory Criteria

Proponents must demonstrate that they meet all mandatory criteria as described in section 6.3.

### 5.2 Overview Required

#### 5.2.1 Executive Summary

Include a 1 – 2 page summary of your understanding of the service requirements specified in this RFP. This content should be expressed in your own words and not simply recite the requirements specified in this document.

Highlight 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.

#### 5.2.2 Proposed Approach/Process

The Proponent shall document its ordering process outlining the following areas:

a. Order receiving – process for Government to place orders;
b. Order quotations – estimated time Government will receive a quote for product;
c. Product receipt – estimated time Government will receipt product; and
d. Order and product deficiencies – process for Government to report and resolve order and product deficiencies.

#### 5.2.3 Proponent References

- Provide **three (3) client contacts** including name, title, role on the Contract, phone number (including area code and extension numbers) and e-mail address.
- Proposers are to provide this information as part of the Proposal; however, Government of PEI will check references only of the clients of the shortlisted proposing firms. Government of PEI reserves the right to verify all information given if it so chooses, as well as to check any other sources available including itself even if not provided as a reference by the Proposer.
- Provide **three (3) project references** for any work done by the Proponent in the past three (3) years that is similar in nature to the requirements defined in this RFP. Select references

that are similar to Government of PEI. The reference information provided should identify the size of the projects conducted for the reference as well as demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

**5.2.4** Added Value

'Added value' is the realization of additional benefits beyond the inherent worth of a good or service.

Describe the aspect(s) of your Proposal that would result in added value for this Contract/project and/or the Government(s).

## 5.3 Pricing Response

**5.3.1** Product Pricing

Please review the list of Cisco equipment the Government purchases in Appendix "C" and provide the list price and PEI price for each item. All pricing is to be inserted into the provided Excel spreadsheet and returned in electronic format on a CD, DVD or USB jump drive. As current models of product come to their end of life cycle, replacement models of equal or better quality and functionality are to be provided at an equal or lesser price.

**5.3.2** Hourly Rates – Technical Consulting

Identify the job positions that will contribute to the routine management and/or the performance of the required services, and their hourly rate if applicable. These rates do **not** include taxes.

In the event that professional consulting services are required from the Proponent by Government, Government will contract for these professional consulting services with the Proponent separate and apart from this agreement but at the prices for these professional services as set out in the response. This is subject to negotiation on terms for each individual engagement.

# 6.0 Evaluation

Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

## 6.1 Evaluation team

The evaluation team will consist of representatives of the Government. 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.

- Seek clarification from a Proponent only if the requested information is missing 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.

## 6.2 Evaluation Process

The proposal will be evaluated using the following process:

Stage 1: Proposal will be reviewed to determine compliance with all mandatory criteria identified in section 6.3

Stage 2: Proposals that meet all mandatory criteria will be evaluated and scored using the evaluation criteria and assigned weights set out in the table in section 6.4. Proposals that do not meet the qualifying score for subtotal A set out in section 6.4 will be given no further consideration.

## 6.3 Stage 1 – Mandatory Criteria

A proposal must meet **all** of the following mandatory criteria and clearly demonstrate that these are met. If a proposal fails to meet **any one (1)** of these criteria, it will be deemed non-compliant and will be rejected.

1. All proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.

2. The successful Proponent must be a Cisco Gold or Silver Certified Partner Authorized Canadian Reseller. Proof of certification must be submitted with bid.

3. Acceptance of attached Contract terms and conditions is mandatory.

## 6.4 Stage 2 – Evaluation Criteria

If a proposal meets the mandatory Criteria it will be evaluated using the evaluation criteria set out in the table below. Scores will be recorded for each criterion and a total score will be determined.

- **A minimum qualifying score of 70% or 19 points** is required at subtotal A for the proposal to be given further consideration. If the Proposal's score meets or exceeds the minimum qualifying score at subtotal A, the pricing response will then be evaluated.
- The pricing response scores will be assigned using the formula below:
  Score = weight x [1 – (bid – low / (high – low)]

| Criterion | Weight (points) | Minimum Score Required (%) | Proponent's Reference/Page # |
|---|---|---|---|
| **Technical Response:** | | | |
| Executive Summary | 5 | | |
| Proponent References | 5 | | |
| Ordering Process | 10 | | |
| Added Value | 5 | | |
| **Subtotal A – Qualifying Score** | **25** | **70%** | |
| Pricing Response | 75 | | |
| **Subtotal B – Short-list Score** | **75** | | |
| **Maximum Score Possible** | 100 | | |

# 7.0 Format of Proposal Submission

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.

## 7.1 Official Record of Submission

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

## 7.2 External Labels

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

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

## 7.3 Internal Proposal Package

A complete proposal package is comprised of the documents as listed below and to be presented in the order listed below:

- ❒ **Administrative Documents** – The following documents should be placed on **top** of the proposal, in the order listed:

  - ❒ **One (1) PEIRFP Form** – One original of this PEIRFP Form must 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) Declaration of Contract Intentions, if applicable –** If applicable, the declaration required by section 2.9 of this RFP and provided in Appendix "A" must be prepared and included.
- ❒ **One (1) Letter of Introduction** – This letter must 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 Proposal –** 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**.

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

- ❒ **One (1) Electronic Copy of Proposal Package**– Prepare an electronic copy of your proposal as a Portable Document Format (PDF) file (preferably), or alternately as a Word or WordPerfect file, and include this in your proposal. Include an electronic copy of the pricing in the provided Excel spreadsheet. The file name must include an abbreviated form of the Proponent's name and RFP #. This 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 #.

## 7.4 Structure of Proposal

The internal 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 #.
- ❒ **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.
- ❒ **Table of Contents**
- ❒ **Body of proposal** – This should include responses to section 5 – Overview and Pricing.

**Appendices** – These should include any response forms included in the RFP and any additional information, brochures, etc. that support the proposed services. Entries for each appendix should appear in the Table of Contents.

# Appendix "A": Contract Intentions

The successful Proponent(s) will be expected to sign a Contract with the Government that will govern all aspects of the project and the services to be delivered. While the Government has provided its required contract form for this purpose, alterations that the Proponent wishes to request in its proposal may be given consideration, in accordance with Section 2.9 of this RFP. The Proponent should prepare a declaration to inform the Government of its intentions regarding the Contract, as shown below. This should be prepared as a short document (preferably on a single page) and should be included in the proposal. **The declaration does not need to be signed.**

## Declaration of Contract Deviations

RFP #: _____

PROPONENT: _____

By signing the PEIRFP Form the Proponent has duly noted and agrees to the terms of the standard services contract referenced in the RFP.

Check only one (1):

☼ If accepted as a successful Proponent for this RFP, the Proponent accepts the Contract terms and will sign the Contract without alterations.

☼ If accepted as a successful Proponent for this RFP, the Proponent accepts the Contract terms with the alterations identified below. The Proponent understands the consequences of requesting these alterations and that the Government may need to discuss these with the Proponent before any final Contract can be agreed to by the Government, in accordance with Section 2.9 of the RFP.

1. <describe desired alteration>

2. <describe desired alteration>

3. <describe desired alteration>
   etc.

Appendix “B”: Service Contract

NAME OF AGREEMENT

**THIS AGREEMENT** made this_____day of_____, 20_____.

**BETWEEN:** **GOVERNMENT**, as represented by the Minister of _____

(hereinafter referred to as the "Government")

OF THE FIRST PART

AND: _____

of

in _____

County, Government of _____ (hereinafter referred to as the "Contractor”

OF THE SECOND PART

**WHEREAS** the Government wishes to engage the services of the “Contractor” to carry out the work described in Schedule A herein;

**AND WHEREAS** the “Contractor” has agreed to provide the Government with these services on certain terms and conditions;

**NOW THEREFORE** the parties agree that the terms and conditions of their relationship are as follows: [If required to clarify or limit the meaning of a word used in the remainder of the Agreement, list alphabetically with a lowercase letter under section 1.]

Definitions

1. In this Agreement, the following definitions apply:

   a. “XXXX” means .....

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 the 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 sub- paragraphs 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.

Initials_____/_____
Date_____/_____

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.

## 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.

Initials_____/_____
Date_____/_____

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.

17. (a) The "Contractor" shall maintain, as a minimum, General Lliability insurance providing not less than Five Million Dollars ($5,000,000) 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 Five Million Dollars ($5,000,000) coverage insuring the “Contractor’s” liability from errors and omissions in the performance of professional services under this Agreement.

(e) 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.

(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.

Initials_____/_____
Date_____/_____

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 Government to assist the “Contractor” in carrying out the terms of their Contract shall be treated as confidential and returned to the Government at the conclusion of the Contract. Any reports or materials prepared for the Government in the course of the Contract are the property of the Government.

    (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 Government 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.

Initials_____/_____
Date_____/_____

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

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

| | | |
|---|---|---|
| **SIGNED, SEALED & DELIVERED** | ) | **Government**, in the presence of: |
| | ) | as represented by the Minister of |
| | ) | _____ |
| | ) | |
| _____ | ) | _____ |
| SIGNED, SEALED & DELIVERED | ) | "Contractor" |
| in the presence of: | ) | |
| | ) | |
| _____ | ) | _____ |

## Appendix “C”:  Cisco Equipment

See attached  Excel spreadsheet. Please submit pricing in electronic format

| OPTICS | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| X2-10GB-ER= | 10GBASE-ER X2 Module | | |
| X2-10GB-LR= | 10GBASE-LR X2 Module | | |
| X2-10GB-SR= | 10GBASE-SR X2 Module | | |
| X2-10GB-T= | X2 10GBASE-T pluggable transceiver | | |
| WS-G5483= | 1000BASE-T GBIC | | |
| WS-G5484= | 1000BASE-SX Short Wavelength GBIC (Multimode only) | | |
| WS-G5486= | 1000BASE-LX/LH long haul GBIC (singlemode or multimode) | | |
| GLC-SX-MM | GE SFP, LC connector SX transceiver (MMF) | | |
| GLC-LH-SM | GE SFP, LC connector LX/LH transceiver (SMF) | | |
| GLC-LH-SMD= | 1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM | | |
| GLC-SX-MMD= | 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM | | |
| GLC-T= | 1000BASE-T SFP | | |
| CVR-QSFP-SFP10G | 40 GBPS to 10 Gbps convertor | | |
| SFP-10G-SR | 10 Gbps SR module | | |
| SFP-10G-SR-S | 10 Gbps SR module | | |
| SFP-10G-LR | 10 Gbps LR module | | |
| SFP-10G-LR-S | 10 Gbps LR module | | |
| SFP-10G-ER | 10 Gbps ER module | | |
| SFP-10G-ER-S | 10 Gbps ERmodule | | |
| SFP-10G-ZR | 10 Gbps ZR module | | |
| SFP-10G-ZR-S | 10 Gbps ZRmodule | | |

| ACCESS POINTS | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| AIR-CAP1702i-A-K9 | 802.11a/b/g/n/ac Ctrlr-based AP, Int Ant, A | | |
| AIR-CAP2702i-A-K9 | 802.11a/b/g/n/ac Ctrlr-based AP, Int Ant, A | | |
| AIR-CAP2702e-A-K9 | 802.11a/b/g/n/ac Ctrlr-based AP, Int Ant, A | | |
| AIR-CAP3702I-A-K9 | 802.11a/b/g/n/ac Ctrlr-based AP, Int Ant, A | | |
| AIR-CAP3702e-A-K9 | 802.11a/b/g/n/ac Ctrlr-based AP, Int Ant, A | | |
| AIR-CAP3702p-A-K9 | 802.11a/b/g/n/ac Ctrlr-based AP, Int Ant, A | | |
| | | | |
| AIR-PWRINJ3= | Power Injector for 1100, 1130AG, 1200 1230AG, 1240AG Series | | |

| ROUTERS | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| CISCO881-K9 | Cisco 881 Ethernet Sec Router | | |
| CISCO888-K9 | Cisco888 G.SHDSL Sec Router w/ ISDN B/U | | |
| CISCO891-K9 | Cisco 881 Ethernet Sec Router | | |
| CISCO1921/K9 | C1921 Modular Router, 2 GE, 2 EHWIC slots, 512DRAM, IP Base | | |
| CISCO1941/K9 | Cisco 1941 w/2 GE,2 EHWIC slots,256MB CF,512MB DRAM,IP Base | | |
| CISCO1941W-A/K9 | Cisco 1941 Router w/ 802.11 a/b/g/n FCC Compliant WLAN ISM | | |
| CISCO2901/K9 | Cisco 2901 w/2 GE,4 EHWIC,2 DSP,256MB CF,512MB DRAM,IP Base | | |
| CISCO2911/K9 | Cisco 2911 w/3 GE,4 EHWIC,2 DSP,1 SM,256MB CF,512MB DRAM,IPB | | |
| CISCO2921/K9 | Cisco 2921 w/3 GE,4 EHWIC,3 DSP,1 SM,256MB CF,512MB DRAM,IPB | | |
| | | | |
| ACS-1900-RM-19= | Rack Mount Kit for 1921, 1905 | | |
| ACS-1941-RM-19= | 19 inch rack mount kit for Cisco 1941/1941W ISR | | |

| WIRELESS CONTROLLERS | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| AIR-CT2504-x-K9 | Cisco 2500 Series Wireless Controller for up to x APs | | |
| AIR-CT2504-HA-K9 | Cisco 2500 Series Wireless Controller HA | | |
| AIR-CT5508-x-K9 | Cisco 5500 Series Wireless Controller for up to x APs | | |
| AIR-CT5508-HA-K9 | Cisco 5500 Series Wireless Controller HA | | |
| AIR-CT5520-x-K9 | Cisco 5500 Series Wireless Controller for up to x APs | | |
| AIR-CT5520-HA-K9 | Cisco 5500 Series Wireless Controller HA | | |
| AIR-CT8510-x-K9 | Cisco 8500 Series Wireless Controller for up to x APs | | |
| AIR-CT8510-HA-K9 | Cisco 8500 Series Wireless Controller HA | | |
| AIR-CT8540-x-K9 | Cisco 8500 Series Wireless Controller for up to x APs | | |
| AIR-CT8540-HA-K9 | Cisco 8500 Series Wireless Controller HA | | |

| 2960X SERIES SWITCHES | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| WS-C2960X-48FPD-L | 48 Port Catalyst 2960X switch POE 740W 2 SFP+ | | |
| WS-C2960X-48LPD-L | 48 Port Catalyst 2960X switch POE 370W 2 SFP+ | | |
| WS-C2960X-24PD-L | 24 Port Catalyst 2960X switch POE 370W 2 SFP+ | | |
| WS-C2960X-48TD-L | 48 Port Catalyst 2960X switch 2SFP+ | | |
| WS-C2960X-24TD-L | 24 Port Catalyst 2960X switch 2SFP+ | | |
| WS-C2960X-48FPS-L | 48 Port Catalyst 2960X switch POE 740W 4 SFP | | |
| WS-C2960X-48LPS-L | 48 Port Catalyst 2960X switch POE 370W 4 SFP | | |
| WS-C2960X-24PS-L | 24 Port Catalyst 2960X switch POE 370W 4 SFP | | |
| WS-C2960X-48TS-L | 48 Port Catalyst 2960X switch 4 SFP | | |
| WS-C2960X-24TS-L | 24 Port Catalyst 2960X switch 4SFP | | |
| WS-C2960X-24PSQ-L | 24 Port Catalyst 2960X switch POE 92W 2SFP and 2 1000BaseT | | |

| 3560 SERIES SWITCHES | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| WS-C3650-24TS | 24 port Catalyst 3650 Switch 4 SFP | | |
| WS-C3650-48TS | 48 port Catalyst 3650 Switch 4 SFP | | |
| WS-C3650-24PS | 24 port Catalyst 3650 Switch 4 SFP PoE+ 390W | | |
| WS-C3650-48PS | 48 port Catalyst 3650 Switch 4 SFP PoE+ 390W | | |
| WS-C3650-48FS | 48 port Catalyst 3650 Switch 4 SFP PoE+ 775W | | |
| WS-C3650-24TD | 24 port Catalyst 3650 Switch 2 SFP+ or 4 SFP | | |
| WS-C3650-48TD | 48 port Catalyst 3650 Switch 2 SFP+ or 4 SFP | | |
| WS-C3650-24PD | 24 port Catalyst 3650 Switch 2 SFP+ or 4 SFP PoE+ 390W | | |
| WS-C3650-48PD | 48 port Catalyst 3650 Switch 2 SFP+ or 4 SFP PoE+ 390W | | |
| WS-C3650-48FD | 48 port Catalyst 3650 Switch 2 SFP+ or 4 SFPPoE+ 775W | | |
| WS-C3650-48TQ | 48 port Catalyst 3650 Switch 4 SFP+ or 4 SFP | | |
| WS-C3650-48PQ | 48 port Catalyst 3650 Switch 4 SFP+ or 4 SFP PoE+ | | |
| WS-C3650-48FQ | 48 port Catalyst 3650 Switch 4 SFP+ or 4 SFP PoE+ | | |

| 3850 SERIES SWITCHES | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| WS-C3850-24T-S | 24 port Catalyst 3850 Switch 4 SFP or 2 SFP+ | | |
| WS-C3850-48T-S | 48 port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ | | |
| WS-C3850-24P-S | 24 port Catalyst 3850 Switch 4 SFP or 2 SFP+ PoE+ 435W | | |
| WS-C3850-48P-S | 48 port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ PoE+ 435W | | |
| WS-C3850-48F-S | 48 port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ PoE+ 800W | | |

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|---|---|---|---|
| WS-C3850-12S-S | 12 Small Form-Factor Pluggable (SFP) port Catalyst 3850 Switch 4 SFP or 2 SFP+ | | |
| WS-C3850-24S-S | 24 SFP port Catalyst 3850 Switch 4 SFP or 2 SFP+ | | |
| WS-C3850-24U-S | 24 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ 800W | | |
| WS-C3850-48U-S | 48 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ 800w | | |
| WS-C3850-24XU-S | 24 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ or 8 SFP+ or 2 40GE 800w | | |
| WS-C3850-12X48U-S | 36 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ or 8 SFP+ or 2 40GE 800W | | |
| WS-C3850-12XS-S | 12 SFP+ port Catalyst 3850 Switch 4 SFP+ | | |
| WS-C3850-16XS-S | 16 SFP+ port Catalyst 3850 Switch | | |
| WS-C3850-24XS-S | 24 SFP+ port Catalyst 3850 Switch 4 SFP or 8 SFP+ or 2 40GE | | |
| WS-C3850-32XS-S | 32 SFP+ port Catalyst 3850 Switch | | |
| WS-C3850-48XS-S | 48 SFP+ port Catalyst 3850 Switch 4x 40GE | | |
| WS-C3850-48XS-F-S | 48 SFP+ port Catalyst 3850 Switch 4x 40GE | | |
| WS-C3850-24T-E | 24 port Catalyst 3850 Switch 4 SFP or 2 SFP+ | | |
| WS-C3850-48T-E | 48 port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ | | |
| WS-C3850-24P-E | 24 port Catalyst 3850 Switch 4 SFP or 2 SFP+ PoE+ 435W | | |
| WS-C3850-48P-E | 48 port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ PoE+ 435W | | |
| WS-C3850-48F-E | 48 port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ PoE+ 800W | | |
| WS-C3850-12S-E | 12 SFP port Catalyst 3850 Switch 4 SFP or 2 SFP+ | | |
| WS-C3850-24S-E | 24 SFP port Catalyst 3850 Switch 4 SFP or 2 SFP+ | | |
| WS-C3850-24U-E | 24 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ 800W | | |
| WS-C3850-48U-E | 48 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ 800W | | |
| WS-C3850-24XU-E | 24 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ or 8 SFP+ or 2 40GE 800W | | |
| WS-C3850-12X48U-E | 36 UPOE port Catalyst 3850 Switch 4 SFP or 2 SFP+ or 4 SFP+ or 8 SFP+ or 2 40GE 800W | | |
| WS-C3850-12XS-E | 12 SFP+ port Catalyst 3850 Switch 4 SFP+ | | |
| WS-C3850-16XS-E | 16 SFP+ port Catalyst 3850 Switch | | |
| WS-C3850-24XS-E | 24 SFP+ port Catalyst 3850 Switch 4 SFP or 8 SFP+ or 2 40GE | | |
| WS-C3850-32XS-E | 32 SFP+ port Catalyst 3850 Switch | | |
| WS-C3850-48XS-E | 48 SFP+ port Catalyst 3850 Switch 4x 40GE | | |
| WS-C3850-48XS-F-E | 48 SFP+ port Catalyst 3850 Switch 4x 40GE | | |
| | | | |
| C3KX-NM-10G | Catalyst 3K-X 10G Network Module | | |
| C3850-NM-4-1G | 4 x Gigabit Ethernet network modules | | |
| C3850-NM-2-10G | 4 x Gigabit Ethernet/2 x 10 Gigabit Ethernet network modules | | |
| C3850-NM-4-10G | 4 x Gigabit Ethernet/4 x 10 Gigabit Ethernet network modules | | |
| C3850-NM-8-10G | 8 x Gigabit Ethernet/8 x 10 Gigabit Ethernet network modules | | |
| C3850-NM-2-40G | 2 x 40 Gigabit Ethernet network modules | | |

| 4500 SERIES SWITCHES | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| WS-C4500X-16SFP+ | Catalyst 4500-X 16 Port 10GE IP Base, Front-to-Back Cooling, No P/S | | |
| C4KX-PWR-750AC-R | Catalyst 4500-X 750W AC Front-to-Back Cooling Power Supply | | |
| C4KX-NM-8SFP+ | Catalyst 4500-X 8 Port 10GE Network Module | | |

| 6500 SERIES SWITCHES | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| WS-C6509-E | Catalyst 6500 Enhanced 9-slot chassis,14RU,no PS,no Fan Tray | | |
| VS-S2T-10G | Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4 | | |
| WS-C6509-E-FAN | Catalyst 6509-E Chassis Fan Tray | | |
| WS-CAC-6000W | Cat6500 6000W AC Power Supply | | |
| WS-X6716-10G-3CXL= | Catalyst 6500 16 port 10 Gigabit Ethernet w/ DFC3CXL(req X2) | | |
| WS-X6724-SFP= | Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs) | | |
| WS-X6748-GE-TX= | Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45 | | |

| NEXUS 7000 SERIES SWITCHES | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| N7K-C7009 | Cisco Nexus 7000 Series 9-Slot chassis including Fan Trays, No Power Supply | | |
| N7K-C7010 | Cisco Nexus 7000 Series 10-Slot chassis including Fan Trays, No Power Supply | | |
| N7K-SUP2 | Cisco Nexus 7000 9-Slot Chassis 110Gbps/Slot Fabric Module | | |
| N7K-F248XP-25E | Nexus 7000 Enhanced F2-Series 48 Port 1G/10G Ethernet Module, SFP/SFP+ | | |
| N7K-M224XP-23L | Cisco Nexus 7000 M2-Series 24 Port 10 GbE with XL Option (req. SFP+) | | |
| N7K-M206FQ-23L | Cisco Nexus 7000 M2-Series 6 Port 40 GbE with XL Option (req. QSFP+) | | |
| N7K-SM-NAM-K9 | Network Analysis Module NAM-NX1 | | |
| N7K-C7010-FAB-2 | Nexus 7000 - 10 Slot Chassis - 110Gbps/Slot Fabric Module | | |
| N7K-C7009-FAB-2 | Nexus 7000 9-Slot Chassis 110Gbps/Slot Fabric Module | | |
| N7K-AC-6.0KW | Nexus 7000 6KW Power supply | | |
| N7K-C7009-FAN | Nexus 7009 Fan tray | | |
| N7K-C7010-FAN-S= | Cisco Nexus 7000 Series-10-Slot System Fan Tray Spare | | |
| N7K-C7010-FAN-F= | Cisco Nexus 7000 Series-10-Slot Fabric Fan Tray Spare | | |

| NEXUS 2000 SERIES FABRIC EXTENDERS | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| N2K-C2224TF | Cisco Nexus 2224TP Series 1GE Fabric Extender, 2PS, 1 Fan Module, 24x100/1000Base-T + 2x10GE (includes 4 Fabric Extender Transceivers), choice of airflow and power supply | | |
| N2K-C2248TF | Cisco Nexus 2248TP Series 1GE Fabric Extender, 2PS, 1 Fan Module, 48x100/1000Base-T + 4x10GE (includes 8 Fabric Extender Transceivers), choice of airflow and power supply | | |
| N2K-C2232TF | Cisco Nexus 2232TM Series 10GBASE-T Fabric Extender, 2PS, 1 Fan Module, 32x1/10GBase-T + 8x10GE Module (includes 16 Fabric Extender Transceivers), choice of airflow and power supply | | |
| N2K-C2232PF-10GE | Cisco Nexus 2232PP Series 10GE Fabric Extender, 2 AC PS, 1 Fan Module (Standard Airflow/port side exhaust, 32x1/10GE (req SFP/SFP+) + 8x10GE (includes 16 Fabric Extender Transceivers) | | |
| N2K-C2232TF-10GE | Cisco Nexus 2232TP Series 10GBASE-T Fabric Extender, 2 AC PS, 1 Fan Module (Standard Airflow/port side exhaust), 32x1/10GBase-T + 8x10GE Module (includes 16 Fabric Extender Transceivers) | | |

| NEXUS 3000 SERIES SWITCHES | | | |
|---|---|---|---|
| **Product Code** | **Description** | **List Price** | **PEI Price** |
| N3K-C3172PQ-10GE | 48 port Nexus 3172PQ | | |
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