

REQUEST FOR PROPOSALS FOR

Province Wide Courier Services

For the Government of Prince Edward Island, as represented by
the Minister of Finance,
Minister of Communities, Land and Environment,
Minister of Agriculture and Fisheries,
and Health PEI

Request for Proposal Number:	5111
Date Issued:	22-AUG-2018
Submission Deadline:	26-SEP-2018

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Province of Prince Edward Island (the “Province”) to prospective Proponents to submit proposals for the provision of Province Wide Courier Services as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

Government requires the services of a courier to provide laboratory specimens, laboratory samples, pharmaceuticals, Unit Dose Totes, Coolers, and mail/parcel pick-up and delivery on PEI as further described in route schedules attached to this RFP. The courier service is required by Government, primarily consisting of a client group including Document Publishing Center, PEI Analytical Laboratories and Health PEI.

1.2 RFP Contact

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

Douglas Costello, dcostello@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 Province, 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.

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into an agreement with the Province for the provision of the Deliverables in the form attached as **Appendix D** to the RFP (the “Agreement”). The initial term of the agreement will be for a period of 3 year(s). The Province reserves the right to extend the agreement twice for one year extension(s) beyond the initial term, for an overall potential maximum of 5 years in total. The Client Group reserves the right to modify, add or delete stops on the attached Schedules with 30 days notice. Please note that the Client Group also reserves the right to remove all or part of Schedules L & M (Unit Dose Totes and Provincial Pharmacy) with 90 days notice. With regards to fluctuating fuel prices, surcharges will be adjusted based on the minimum price set by the Island Regulatory and Appeals Commission on a monthly basis with an adjustment of 1% for each .04 cent increase and a base figure to be determined by the set price with I.R.A.C on January 1, 2018.

1.4 RFP Timetable

Issue Date of RFP	22 August 2018
Deadline for Questions	28 August 2018
Deadline for Issuing Addenda	4 September 2018
Submission Deadline	September 26, 2018 by 2:00 pm
Anticipated Execution of Agreement	16 October 2018

The RFP timetable is tentative only, and may be changed by the Province 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,
PO Box 2000, 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 Province does not accept any responsibility for proposals delivered to any other location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Province's time clock will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

In a sealed package, Proponents should submit their proposal containing 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

Vendors **MUST** fill out the attached spreadsheet electronically and submit a printed signed hard copy with your submission. Vendors **MUST** also submit a saved electronic version of the Excel spreadsheet (**In Excel, NOT PDF**) on a memory stick, disk or e-mail the Excel spreadsheet only to procurementservices@gov.pe.ca. In your e-mail subject line please reference the Tender Title, Tender Number and Procurement Officer. Failure to submit an electronic Excel spreadsheet may cause your submission to be non-compliant and may not be considered for further evaluation. Vendors are required to sign, date and price the spreadsheet. Enter a "0" if a bid for an item is not applicable.

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 proposal submission or by a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The Province is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **Ninety (90)** days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The Province will conduct the evaluation of proposals in the following three stages:

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. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

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

2.2.3 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (**Appendix C**) completed according to the instructions contained in the form, signed paper copy of Excel Spreadsheet and the Electronic Submission (as identified in Section 1.5.3).

2.2.4 Other Mandatory Submission Requirements

All drivers employed by the Vendor to provide the service must have current certification in the transportation of dangerous goods (ground) and hazardous material handling and all employees must sign a letter of confidentiality. All drivers must be bonded and wear a Company ID badge for access to government courier stops. Badges must have Company name, employee name and photo of employee and must be visibly worn for inspection by Client Group employees. All proponents must submit a letter confirming agreement to the above terms.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Province 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 Province 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

The Province 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 of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.4.1 Fleet Vehicles	20 points	15
D.4.2 Demonstrated Expertise	20 points	15
D.4.3 References	20 points	15
Subtotal A	60 points	45
Stage III Pricing – (Appendix C – Submission Pricing Form)	100points	75
Total Points	160 points	120

2.4 Stage III – Pricing

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

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each Proponent will be ranked based on its total score. The Proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with the Province, the Proponent shall thereafter be known as the successful Proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by the Province with a Proponent, 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 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited.

3.1.3 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.

3.1.4 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.

3.1.5 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.

3.1.6 References and Past Performance

In the evaluation process, the Province 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 Province.

3.1.7 Information in RFP Only an Estimate

The Province 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.

3.1.8 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.

3.1.9 Proposal to be retained by the Province

The Province will not return the proposal or any accompanying documentation submitted by a Proponent.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Province makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement to be negotiated with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The Province 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 Province.

3.1.11 Declaration of Contract Intentions

As outlined in the Submission Form (Appendix B), the Proponent must prepare a declaration of its intentions regarding the terms of the Agreement (the "Declaration"). The Declaration should be included as part of your Submission Form (Appendix B) with your Proposal. Failure to include a completed Declaration may be grounds for disqualification. If the Proponent wishes to request alterations to the Agreement Form (Appendix A), these alterations should be identified in the Declaration. The extent of the alterations to the Agreement Form (Appendix A) will be taken into account when evaluating proposals. The Proponent who requests what, in the sole opinion of the Province, are multiple changes or is a major change to the Agreement Form (Appendix A), risks having its score reduced. Therefore, requested alterations should reflect only those alterations that the Proponent considers to be vital to its proposal.

3.2 Business Registration

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

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

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Province 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 Province, 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 **Prince Edward Island Tendering Site**. 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 Province and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

During the evaluation process, the Province 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 the RFP Particulars (Appendix D). The Province may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

The Province will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement in the form attached as **Appendix A** to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of the Province's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by the Province with a Proponent, notification of the outcome of the Procurement process will be posted on the **Prince Edward Island Tendering Site**.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within 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 Province may disqualify a Proponent for any conduct, situation or circumstance, determined by the Province, 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 Province may disqualify a Proponent, or terminate an agreement entered into if the Province, 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 Province, and then only in coordination with the Province.

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 without limitation 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 Province; 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 Proposals

The Province may reject a proposal 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 Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Province's past experience with the Proponent within the 18 month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to the Province by any references of the Proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of the Province

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

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

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 Province. The confidentiality of such information will be maintained by the Province, 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 Province to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/information/justice-et-securite-publique/freedom-of-information-and-protection-of-privacy-foipp>

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 Province and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

3.6.4 Access to Information and Protection of Privacy

Information obtained by a Proponent in relation to this RFP, or information or data that the successful Proponent is required to have access to and/or stores in order to fulfill the obligations under a contract resulting from this RFP must not be accessed from or be stored outside of Canada. For clarity, this includes accessing or storing information and data through or in a "cloud" for which the main server is located outside of Canada, and any backup servers.

The successful Proponent will be required to sign a Confidentiality and Non-Disclosure Agreement with the Government of PEI and must abide by the specific requirements of such agreement(s), in addition to complying with all applicable laws in relation to protection of privacy, information access, disclosure or use. The Confidentiality and Non-Disclosure Agreement(s) will be incorporated into the overall contract for the project and any breach of any term of the Confidentiality and Non-Disclosure Agreement may result in the immediate termination of the overall contract between Government of PEI and the successful Proponent.

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

The Province reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other expressed rights or any other rights that may be implied in the circumstances, or that the Province has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Province's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

3.8 Participation of Eligible Public Sector Entities

By submitting a proposal in response to this RFP, a Proponent irrevocably undertakes and agrees that if successful, and following execution of an agreement with the Province, it will make the specified goods and/or services available to any public sector entity eligible to participate in this procurement process upon request by a public sector entity seeking access to those goods and/or services, provided however, that the Proponent's obligation to allow participation by other public sector entities does not extend to circumstances in which the Proponent would have to make capital or operational expenditures specifically in order to accommodate subsequent requests for goods or services by public sector entities.

The Proponent may only provide the goods and services specified under this RFP to additional entities by entering into a separate agreement with the new entity which shall contain the following minimum terms:

- (a) Any agreement the successful Proponent enters into with an eligible public sector entity shall be on the same terms and conditions, including pricing and expiry date, contained in the agreement it enters into for the same goods and/or services with the Province under this RFP.
- (b) The Proponent and the other entity acknowledge and agree that the Province will not have any contractual or financial obligation or any other liability to either the Proponent or the other entity for any matter arising under the agreement or through the provision of goods and services specified in this RFP and, without limiting the foregoing, the Proponent and other entity acknowledge and agree that:
- The Province will not be liable or responsible for any act or omission of the other entity in relation to the other entity's access to the provisions of goods or services under this RFP;
 - The other entity will make its own enquiries and satisfy itself as to the suitability of the Proponent or its products or services for the other entity;
 - The other entity will be responsible for obtaining its own professional advice, including its own independent legal advice, and for including any additional business and legal terms and conditions in the other entity's agreement as may be necessary and appropriate in its specific circumstances; and
 - The other entity will be responsible for its own contract administration with the Proponent and will not direct any Proponent service issues that may arise to the Province.

For the purposes of this section, a public sector entity means any provincially funded entity in Prince Edward Island, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations.

[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 _____ ,

(hereinafter referred to as "Government")

OF THE FIRST PART;

AND: _____
of _____
in _____ County, Province of _____ ,

(hereinafter 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

1. In this Agreement, the following definitions apply:
 - (a) "Agreement" means this Memorandum of Agreement and all attached schedules, and "Memorandum of Agreement" means this Agreement excluding all attached schedules;
 - (b) "Contractor" means [INSERT CONTRACTOR'S FULL LEGAL NAME HERE];
 - (c) "Fiscal Year" means a 12 month period beginning on April 1st in a year and ending on March 31st in the following year;
 - (d) "Government" means Government of Prince Edward Island, as represented by the Minister of Finance;

- (e) "Parties" means Government and the Contractor, and "Party" means either of them as the context requires;
- (f) "Term" has the meaning provided in paragraph 3;
- (g) "Work" has the meaning provided in paragraph 2.

Covenants of the Contractor and 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 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").

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

Payments, Records and Accounts

- 4. Government shall make payments to the Contractor in the following manner:
 - (a) Payment for the Work shall be at the rate of \$_____ per hour, exclusive of all taxes, but in no case shall the total payment exceed \$_____;
 - OR
 - (a) Payment for the Work shall be a fixed lump sum of \$_____, exclusive of all taxes, payable in installments, as follows: [i.e. List dates (milestones) when payments will be made including amount to be paid on each date]
 - AND, IF APPLICABLE
 - (b) Government shall pay all expenses of the Contractor, exclusive 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 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 completion and acceptance of the Work.

- (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 income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax, Harmonized Sales Tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work, and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1 or any other laws that impose obligations in the nature of the employers' obligations.
- (c) The Contractor, before undertaking any Work, shall provide to 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 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 the payment is to be made.

Reports

8. (a) The Contractor shall make interim reports as 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, the Work is to be performed at the locations specified in Schedule "B" - Locations of Work to Be Performed 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, mailed to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against 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. Without limiting the foregoing, the Parties confirm that they have executed a Non-Disclosure Agreement, a copy of which is attached as Schedule "C" to this Agreement.

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.

15.
 - (a) Each person on behalf of the Contractor who properly requires access to any application involved in this Agreement is required to, and shall only use, a unique user name and password assigned by Government exclusively to that person for that person's sole use. For greater certainty, this requirement applies to any person who is accessing any test or production data residing on any Government server or network, and any copies of such data authorized to temporarily reside on the servers or networks of the Contractor.

 - (b) Before beginning the Work, the Contractor agrees to execute Government's Acceptable Use Agreement, a copy of which is attached hereto as Schedule "D".

Conflict of Interest

16. 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

17. 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.
18. 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

19. 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.

20. 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 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;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;
 - Broad Form Property Damage; and
 - (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars.
 - (c) The policy or policies 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.

Memorandum of Agreement to Prevail

21. In the event of any conflict or inconsistency between Schedule "A" to this Agreement and the Memorandum of Agreement, the Memorandum of Agreement shall prevail, to the extent of the conflict or inconsistency.

General

22. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
23. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.

- 24. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 25. This Agreement, including Schedules “A”, “B” “C” and “D” 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.
- 26. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 27. 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.
- 28. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

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

SIGNED, SEALED & DELIVERED)	Government of Prince Edward Island,
in the presence of:)	as represented by the Minister of Finance
)	
)	
)	
_____)	_____
)	

SIGNED, SEALED & DELIVERED)	[INSERT CONTRACTOR’S FULL
in the presence of:)	LEGAL 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

Objective

Contractor Responsibilities

Government Responsibilities

Deliverables with Timeline

Additional Financial Information

SCHEDULE "B"

TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR

DATED THE _____ DAY OF _____, 20____

LOCATIONS OF WORK TO BE PERFORMED

SCHEDULE "C"
DATA SHARING, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

BETWEEN: Government of Prince Edward Island, as represented by the Minister of Finance;
Government of Prince Edward Island, as represented by the Minister of
Agriculture & Fisheries;
Government of Prince Edward Island, as represented by the Minister of
Communities, Land and Environment;
Government of Prince Edward Island, as represented by the Minister of Justice
and Public Safety; and
Health PEI, a Crown Corporation established pursuant to section 6 of the *Health
Services Act*, R.S.P.E.I. 1998, Cap. H-1.6.
(Hereinafter referred to as Government")

OF THE FIRST PART

AND: **insert Contractor's legal name, and address**
(hereinafter referred to as "the Contractor")

OF THE SECOND PART

WHEREAS Government of PEI has engaged the Contractor to **[provide a brief description of the reason
Government of PEI has engaged the Contractor]** (hereinafter referred to as "the Project");

AND WHEREAS the Contractor requires access to certain data and other information of a private, confidential or proprietary nature that is owned or under the control of Government of PEI in order to conduct the Project;

AND WHEREAS the parties wish to enter into an agreement respecting the access to, use of, and confidentiality and security of, information that is required to be accessed by or provided to the Contractor for the purposes of conducting the Project;

NOW THEREFORE the parties agree that the terms and conditions of their relationship regarding access to and use of data provided to the Contractor for the Project are as follows:

1. For the purposes of the Project, the Contractor will insert a description of the nature of tasks or work to be conducted which will require access to private/confidential information
2. The Term of this Confidentiality and Non-Disclosure Agreement shall commence upon the date of execution and continue for a period of insert number of months Agreement will cover or, in the alternative, specify that the Term shall end upon a specific date, except for the provisions specifically stated herein to continue indefinitely.

3. For the purposes of the Project, the Contractor will have access to the following information: detail the specific kinds of info/data that Contractor will need to have access to for the purposes of the Project, and specify if the information will be identifiable, non-identifying, de-identified, or aggregate information, whether the info will be directly accessible by the Contractor or provided by Government of PEI, and any specific databases such as CIS or RIS/PACS the Contractor will need access to or receive the information from
 - (a) ;
4. The Contractor agrees to use the information and data accessed through or received from Government of PEI solely for the purposes of the Project and for no other purpose.
5. The Contractor shall employ appropriate safeguards to protect information and data accessed through or provided by Government of PEI, and will:
 - (a) Restrict the disclosure of or access to the data or information to only those employees, officers or directors of the Contractor who have a reasonable need to know such data or information in order to accomplish the purposes stated above and to carry out the Project, and comply with the terms of this Data Access, Confidentiality and Non-Disclosure Agreement;
 - (b) Advise each such employee, officer or director, before he or she receives access to the data or information, of the obligations under this Data Access, Confidentiality and Non-Disclosure Agreement, require each such person to maintain these obligations, and take reasonable steps to ensure that such persons abide by these terms and obligations; and
 - (c) Within ten (10) days following a request of Government of PEI to do so, the Contractor agrees to return to Government of PEI any and all documentation, diagrams, computer media and other materials containing any portion of the data or information gathered during the course of the Project, or confirm to Government of PEI, in writing, the destruction of such materials, unless otherwise directed.
6. The Contractor acknowledges that Government of PEI may be required to release certain information about them and this Data Access, Confidentiality and Non-Disclosure Agreement under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I., 1988, Cap. F-15.01. The parties agree that, upon receiving a request for disclosure under this or any other relevant legislation, the Contractor will be consulted prior to the release of any information.
7. The Contractor understands and agrees that because the Contractor's work in relation to the Project involves access to, the collection of, or use of personal or confidential information, the Contractor is therefore required to comply with the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01. Personal or confidential information may not be released to any third party or unauthorized individual.

8. The parties' representatives for disclosing or receiving information or data pursuant to the Agreement and this Confidentiality and Non-Disclosure Agreement are:

Government of PEI:

The Contractor:

9. The Contractor agrees to comply with the following requirements for protection and security of data and information provided to it or accessed by it pursuant to this Data Access, Confidentiality and Non-Disclosure Agreement:
- (a) Keep the information and data in a locked environment with controlled access to the designated area;
 - (b) Keep backup copies of the data and information, which are stored in a secure area;
 - (c) Implement and maintain automatic shutdown procedures for terminals not in use for electronic data and information;
 - (d) Require a personal security password for each employee and authorized individual of the Contractor working with or having access to the data or information for the purposes of the Project;
 - (e) Data and Information shall not be removed from the designated location(s) without prior written notification to Government of PEI;
 - (f) The data and information shall not be available or accessible to unauthorized persons at any time;
 - (g) Data and information shall not leave Canada or be accessed from beyond Canada without prior written permission from Government of PEI. For further clarity, this includes storage or transmission of information or data in a "cloud", for which the hosting server is located outside of Canada;
 - (h) The Contractor shall not link, store or combine the data or information received from or accessed through Government of PEI for the purposes of the Project with any other data beyond that received for the purposes of the Project, without express written authorization from Government of PEI; and
 - (i) The Contractor shall not attempt to use the data or information received from or accessed through Government of PEI for the purposes of the Project to identify or contact a person or facility, outside of what is required by the Project.
10. The Contractor shall immediately report to Government of PEI in writing any breach or potential breach of any term of this Data Access, Confidentiality and Non-Disclosure Agreement, and the circumstances therefore.

11. The Contractor shall not, without prior written authorization of Government of PEI, disclose any data or information received or accessed pursuant to this Data Access, Confidentiality and Non-Disclosure Agreement to any third party individual, corporation or other entity.
12. The Contractor shall retain documentation regarding how the data and information provided by or accessed through Government of PEI pursuant to this Data Access, Confidentiality and Non-Disclosure Agreement is being used, and such documentation shall be provided to Government of PEI upon request.
13. If information or data is required to be destroyed by the Contractor pursuant to a request by Government of PEI to do so, the Contractor shall destroy, in whole, in a secure manner, the original and any copies of the data or information in the Contractor's possession, power or control immediately upon the request of Government of PEI for destruction.
14. If the Contractor is not able to destroy the data or information in a secure manner, the Contractor shall immediately notify Government of PEI, in writing, of the inability to comply with the secure destruction request and the reasons therefore, and Government of PEI may, in its sole discretion, direct the Contractor to return the data or information to Government of PEI in the same manner in which it was provided to the Contractor as well as any copies that were made by the Contractor during the course of conducting the Project.
15. Except as expressly provided in this Data Access, Confidentiality and Non-Disclosure Agreement, neither party acquires any rights or license in or to any intellectual property of the other party.
16. Government of PEI may at any time during normal business hours, upon reasonable notice to the Contractor, visit the Contractor's premises for the purposes of and to conduct an audit to verify the Contractor's compliance with the terms of this Data Access, Confidentiality and Non-Disclosure Agreement.
17. The Contractor acknowledges and agrees that failure of the Contractor to comply with the terms of this Data Access, Confidentiality and Non-Disclosure Agreement, may result in the immediate suspension or termination of the Contractor's access to data and information from Government of PEI for the Project, may be cause for termination of this Data Access, Confidentiality and Non-Disclosure Agreement and any relationship between Government of PEI and the Contractor, and that Government of PEI may report to the applicable Ethics Review Body(s), and where applicable, a make a complaint to the Information and Privacy Commissioner or equivalent data protection authority in the relevant jurisdiction(s).
18. The Contractor shall indemnify and hold harmless Government of PEI, 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 conduct of the Project (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. For further clarification, this indemnity shall not be limited in any way or degree by any insurance the Contractor may have, nor by the limits of any such insurance and it shall endure after termination of this Confidentiality and Non-Disclosure Agreement or any renewal thereof.

19. The parties agree that the Agreement and this Confidentiality and Non-Disclosure Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
20. The parties agree that any additions or modifications to this Data Access, Confidentiality and Non-Disclosure Agreement, must be made in writing and signed by both parties.
21. The parties agree that the terms of this Data Access, Confidentiality and Non-Disclosure Agreement shall be deemed to apply to all employees, agents, and successors of the parties hereto, and each party shall be responsible for the fulfillment of its obligations under this Data Access, Confidentiality and Non-Disclosure Agreement on the part of its employees.
22. The Contractor understands and agrees that any data or information provided by or accessed through Government of PEI pursuant to this Data Access, Confidentiality and Non-Disclosure Agreement, shall remain the sole property of Government of PEI. The Contractor is entitled to use the data and information only as outlined herein. Government of PEI may enter into subsequent agreements with the Contractor to allow alternate use of the information if Government of PEI, in its sole discretion, considers such alternate use to be appropriate.
23. The rights and obligations of the parties under this Data Access, Confidentiality and Non-Disclosure Agreement may not be sold, assigned or otherwise transferred, except as expressly provided for herein.
24. Notwithstanding the termination or expiry of this Data Access, Confidentiality and Non-Disclosure Agreement, the Contractor's obligations of confidentiality and non-disclosure set out herein shall survive the termination or expiry of the Data Access, Confidentiality and Non-Disclosure Agreement.
25. The parties warrant that the individuals signing this Agreement have authority to bind the parties.
26. This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format ("*.pdf*") or tagged image file format ("*.tif*"), shall be equally effective as delivery of a manually executed counterpart hereof. Any Party delivering an executed counterpart of this Agreement by electronic means shall also deliver a manually executed counterpart hereof by mail or courier upon demand.

IN WITNESS WHEREOF the parties have caused this Data Access, Confidentiality and Non-Disclosure Agreement to be executed by their respective officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED & DELIVERED) **Government of PEI**
in the presence of:) Per:
)
_____) _____
Witness)
(Print name:))

SIGNED, SEALED & DELIVERED) **Insert Contractor's Name**
in the presence of:) Per:
)
_____) _____
Witness)
(Print name:))

SCHEDULE "D"

Government Provided Computer Technology Acceptable Use Agreement – External Contract Users

Government requires this Acceptable Use Agreement to be executed by all external contractors in order to protect Government, Government employees and all information in Government's custody or under the control of Government or a public body.

This Acceptable Use Agreement ("Agreement") applies to the contractor and all agents, officers and employees of the contractor who are using Government provided Computer Technology (hereafter each are referred to as the "Contractor").

The confidentiality, integrity and availability of Government provided Computer Technology used inside or outside of Government facilities, that contains confidential and personal information, must be preserved at all times. Access to this Government provided Computer Technology is granted to the Contractor only under the following conditions:

1. Government provided Computer Technology is to be used by the Contractor to support authorized programs and services.
2. The Contractor must use only system information technology which the Contractor is authorized to use and shall use such only in the manner and to the extent authorized. Ability to access information technology resources does not, by itself, imply authorization to do so.
3. Changing any Government provided computer system configuration is not permitted unless approved by Government.
4. Personal use of Government provided Computer Technology is to be of an appropriate nature that will not incur additional cost or increased risk to Government. Such Computer Technology is not to be used for any personal activity that may cause embarrassment to the Contractor or Government and must not be used to access or promote inappropriate sites, including but not limited to pornography, racism, hatred, gambling, obscenity or any illegal activities.
5. The Contractor is responsible and accountable for the use of the Contractor's user ID, passwords and other access control items in possession of the Contractor for Government's Computer Technology. They are not to be shared.
6. The bandwidth available to Government is limited. Therefore the use of streaming audio and video (e.g. Online radio, YouTube, etc.) should be limited to only those streaming audio and video links necessary to complete the work contracted for.
7. Removal of, or alterations to, Government provided Computer Hardware or components must be approved by Government.
8. Prior to downloading or installing Computer Software on Government-provided Computer Hardware, confirmation of acceptability must be obtained from Government.

9. The Contractor must not violate the privacy of other users and their accounts, regardless of whether those accounts are securely protected. Technical ability to access other's accounts does not, by itself, imply authorization to do so.

10. The Contractor must not intentionally access or use any Government data which is not necessary for the completion of the work being performed under the contract.

11. The Contractor's computer shall not be left unattended while the Contractor is logged on to the Government network. A password protected screen saver is required to reactivate a session after 5 minutes of inactivity.

12. Work related Electronic Data must be stored on the Government-provided file server where possible. If work related Electronic Data is not stored on the file server it is the Contractor's responsibility to prepare and maintain backup copies in accordance with Government policies, the *Archives and Records Act* and the *Freedom of Information and Protection of Privacy Act*.

13. Willful or intentional violations of this Agreement will, at the sole option of Government, result in immediate termination of contract, as well as the pursuit of all other legal remedies available at law.

14. The Contractor understands and agrees that when the contract with Government ceases, for whatever reason, the authorization to use the Government-provided Computer Technology and system also ceases.

The Contractor hereby acknowledges and agrees as follows:

The definitions attached as a schedule to this Agreement apply to this Agreement.

The Contractor has read and understands this Agreement and recognizes that technical monitoring takes place to protect the Government system and ensure all users are complying with Government policy.

The Contractor agrees to comply with this Agreement and, without limiting the foregoing, agrees to access and use the Government provided Computer Technology only in accordance with the terms and conditions set out in this Agreement. **(Please type or print your name below, and sign and date before a witness)**

Name of User	User Signature	Date
Name of Witness	Witness Signature	Date

Definitions

The following definitions apply to this Acceptable Use Agreement:

Computer Hardware means workstations, stand alone computers, network computers, laptops, notebooks, servers, PDAs, Blackberries and any other peripherals.

Computer Software means written programs, procedures or rules and associated documentation pertaining to the operation of a computer system, which includes packaged software, downloadable executable, screen savers, macro, freeware and shareware.

Computer Technology means Government computer systems and includes all hardware, software, and Electronic Data.

Electronic Data means Government data that is stored and readable in electronic form without regard to the hardware or software used to produce the Government data, excluding Computer Software.

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):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

B.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

B.3 Mandatory Forms

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

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	
Pricing Form (Appendix C)	
Signed paper copy of Excel Spreadsheet and the Electronic Submission USB stick.	
Signed letter of intent	

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. The Proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.5 Addenda

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

B.6 No Prohibited Conduct

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

B.7 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 Province 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 Province 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.8 Proposal Irrevocable

The Proponent agrees that its proposal shall be irrevocable for a period of **Ninety (90)** days following the Submission Deadline.

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 Province to the advisers retained by the Province to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 Execution of Agreement

The Proponent agrees that in the event its proposal is selected by the Province, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

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 – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form
 - (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
 - (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges
 - (c) The Vendor is to provide a detailed (stop by stop) breakdown of each component of the service proposed to be provided, including those services requested in attached schedules.
 - (d) Each Proposal must be firm for a period of 90 days from the Closing Date.
 - (e) Invoicing for the service will be done on a monthly basis in arrears with the initial billing to be invoiced after a 30 day trial period.
 - (f) With regards to fluctuating fuel prices, surcharges will be adjusted based on the minimum price set by the Island Regulatory and Appeals Commission on a monthly basis with an adjustment of 1% for each 4 cent increase and a base figure to be determined by the set price with I.R.A.C on January 1, 2018.

2. Evaluation of Pricing

Pricing is worth 100 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate
 ----- x Total available points = Score for second-lowest rate
 Second-lowest rate

Lowest rate
 ----- x Total available points = Score for third-lowest rate
 Third-lowest rate

And so on, for each proposal.

Pricing Form

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

Proponents are asked to complete the pricing grid in the attached excel spreadsheet. The pricing grid provides location, pick-up and delivery days per week, outgoing times, return times, general comments, average volumes per day.

Prices may be evaluated based on historical service delivery costs under the prior contract, per client user. Total costs per client user (DPC, Analytical Labs, Health PEI) will be assessed. Government reserves the right to award by DPC and Analytical Labs as one component and Health PEI as a second component. As such, pricing is requested on a joint bid (if both components are awarded) or if signal components are awarded.

Price is to include a fixed price Rate Per Stop which includes both pick-up and delivery of units. Spreadsheets include Government's best estimate of average volumes per day. Volumes of pick-ups may fluctuate. Any additional costs for overages must be noted in the last column.

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

- 1.1** The initial contract is to be for a three year period. The Province reserves the right to extend the contract twice for one year extension(s) beyond the initial term, for an overall potential maximum of 5 years in total. The contract will be in effect from September 20, 2018 to September 19, 2021, with an option to extend until September 19, 2023.

The selected Vendor is expected to provide year round service on a Monday to Friday basis and also includes Saturdays, Sundays and Statutory holidays for PEI hospitals. The agreed upon times of pickup and delivery must be adhered to for the duration of the contract. Any changes in times must be agreed to by the Vendor and the Client Group. The Client Group reserves the right to separate the award of independent schedules that are not interconnected, if it is in the best interest of all members of the Client Group.

The delivery of Health laboratory specimens and pharmaceuticals is an Essential Service and delivery is required 364 days per year (excluding Christmas Day). It is expected that the Vendor will meet the agreed upon pickup and delivery times for Health laboratory specimens. These pickup and delivery times will be monitored on a monthly basis.

Waybills are to be completed by employees of the Client Group.

The Client Group will meet with the vendor once per year to review contract performance.

- 1.2** The Client Group reserves the right to modify, add or delete stops on the attached Schedules with 30 days notice. Please note that the Customer also reserves the right to remove all or part of Schedules L & M (Unit Dose Totes and Provincial Pharmacy) with 90 days notice.
- 1.3** In addition to the services outlined in the attached schedules, Vendors must provide a billing rate for stops other than those specified in the contract. Times of stops may be changed by the Client Group if it is agreed upon by the Vendor and the Client Group, and can be accommodated without additional expense to the Vendor. Billing rate is to provide detail on an hourly, per stop or piece as applicable.
- 1.4** Vendor is required to provide each of the Client Group's separate monthly invoices for each Client Group stop. Waybills will be provided by Vendor at no charge for shipments requiring a waybill.
- 1.5** In addition to the services outlined in the attached schedules, the Vendor must include a billing rate for unscheduled/emergency runs.

- 1.6** The courier service will require the picking up of shipments, defined as one or more lots of items picked up by the courier at any one time from the agreed upon pick-up points, for delivery to any of the agreed upon delivery points and enclosed in one or more sealed bags, envelopes, boxes, Unit Dose Totes, Coolers, Specimen Containers or other carrying container supplied by the Client Group and clearly marked with the name and address of the sender and address of the consignee at the destination point. Volumes and size of parcels will fluctuate. Unit Dose Totes must be in locked vehicles when left unattended. Waybills will be required for Specimens, Coolers and Unit Dose Totes and "As Required" QEH deliveries.
- 1.7** There is to be no charge for the return of empty totes and coolers, if during regular run.
- 1.8** Blood Transfusion Services is now part of Health PEI, under the Queen Elizabeth Hospital and is now part of the regular run from Queen Elizabeth Hospital.
- 1.9** Laboratory specimens, Laboratory samples, and Pharmaceuticals must be protected during transportation from extremes of heat or cold by being transported in heated insulated vehicles.
- 1.10** The lowest or any response shall not necessarily be accepted, as this request neither expresses nor implies any obligation on the part of the Client Group to enter into contract with any Vendor submitting a Proposal.
- 1.11** The Courier shall be liable for any and all loss, damage or destruction incurred or sustained by the Client Group caused directly or indirectly by the Courier, its agents or representatives and shall indemnify the Client Group against any resulting losses, damages or expense or costs. To this end, the Courier shall provide insurance in a form and with an insurer satisfactory to the Client Group and, prior to the signing of any agreement, shall provide the policies or certified copies (Certificates of Insurance will not suffice) to the Client Group for review. Such insurance shall be maintained during the course of the agreement and the Client Group reserves the right to review the policies or certified copies at any time. The Courier shall indemnify, as set out above, the Client Group for any such loss, damage or destruction arising out of this agreement including but not limited to shipments whether or not the Couriers insurance responds to the loss, damage or destruction

D.2 Material Disclosures

- 2.1** The Courier shall provide, as set out in 2.1, the following insurance prior to the signing of any agreement:
 - 2.1.1** Fidelity insurance for loss of the Clients Group's property caused by dishonest, fraudulent, or criminal act of the Couriers employees or any other person for which the Courier is responsible;

- 2.1.2** The Courier shall provide Inland Marine Liability Insurance with limits sufficient to cover damages to property entrusted to their care;
- 2.1.3** Liability insurance covering the Courier, its agents, servants and employees against loss arising out of Bodily Injury, Personal Injury (which shall include, but not be limited to, libel, slander, false arrest, humiliation, and infringement of rights of privacy) and Property Damage in an amount of not less than \$2,000,000 inclusive. The wording of such insurance shall include the Client Group as an Additional Insured with a Cross Liability clause and shall be at least the equivalent of the insurance industry standard Commercial General Liability insurance;
- 2.1.4** Automobile Liability covering any vehicle in which any of the Client's Group shipments are carried with a minimum limit of \$2,000,000 inclusive;
- 2.1.5** Each of the insurance clauses specified above in paragraphs 2.1.1 through 2.1.4 shall: contain an endorsement stating that it is primary insurance and that the insurer(s) will not seek any contribution from any of the Client Group's insurance or self-insurance policies or programs and that the Courier's insurer(s) consider any insurance or self-insurance available to the Client Group as Excess to the Courier's insurance;

- 2.2** All drivers employed by the Vendor to provide the service must have current certification in the transportation of dangerous goods (ground) and hazardous material handling and all employees must sign a letter of confidentiality. All drivers must be bonded and wear a Company ID badge for access to government courier stops. Badges must have Company name, employee name and photo of employee and must be visibly worn for inspection by Client Group employees.

- 2.3** The Courier shall provide an endorsement stating that the policy shall not be cancelled with respect to any coverage which could benefit the Client Group if left in effect without at least 30 days written notice to the Client Group.

- 2.4** Prior to the signing of any agreement, the Courier shall have Workers Compensation insurance as required by law and provide the Client Group with a certificate of good standing by the Workers Compensation Board.

- 2.5** The delivery of laboratory specimens and pharmaceuticals is an Essential Service and delivery is required 364 days per year (excluding Christmas Day)

- 2.6** The Client Group maintains the right to modify, amend or change any or all portions of any awarded contract when, in their opinion, major deviations from the expected (quality/delivery times/pricing etc.) have occurred.

- 2.7** The Vendor must provide 30 days notice to the Client Group if unable to provide the service on any Client Group schedule. If the contracted Vendor is unable to provide service the Client Group may seek another source of service.

- 2.8** The Client Group may for just cause terminate the contract with 30 Day notice without penalty.

- 2.9** The Client Group reserves the right to change, amend, add or remove stops on the attached Schedules.
- 2.10** If a Vendor or their designate shall become bankrupt or insolvent or have a receiving order made against them, or compound with their creditors, or being a corporation commence to be wound up, not being a member voluntary winding up for the purposes of reconstruction or carry on its business under a receiver for benefit of its creditors or any of them, the Client Group shall be at liberty:

to terminate the contract forthwith in writing to the Vendor or the receiver or liquidator, or to any person in whom the contract may become vested, or to give such receiver, liquidator or other persons the option of carrying out the contract subject to their providing a written guarantee for the due and faithful performance of the contract up to the amount agreed upon.
- 2.11** In the instance of contract cancellation due to Vendor failure, poor service or any reason whatsoever, the Client Group reserve the right to re-tender, or re-award the contract.

D.3 Mandatory Technical Requirements

All drivers employed by the vendor to provide the service must have current certification in the transportation of dangerous goods (ground) and hazardous material handling and proponent must agree that all employees will sign a letter of confidentiality (non-disclosure agreement). All drivers must be bonded. All proponents must submit a letter confirming agreement to the above terms.

D.4 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

D.4.1 RATED CRITERIA

[D.4.1 Vehicle Fleet 20 points](#)

Provide a **1-2 page summary** of your vehicle fleet, highlighting the key features of fleet (vehicle type, number of vehicles and age of vehicles and etc.), your maintenance program and reliability of your fleet to provide service and any business continuity strategies employed. It should allow the evaluation team to quickly gain an overall perspective of your fleet.

[D.4.2 Demonstrated Expertise 20 points](#)

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

D.4.3 Project References 20 points

Provide **three references** for any work done by you in the past **three** years with preference given to those that are similar in nature to the requirements defined in this RFP. Select references that are similar to Government, and provide a contact name, along with his/her phone number, fax number and email address. 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.

If a Government of PEI or Health PEI employee is to be named as one of the references, the proponent is responsible to notify their references prior to submitting their proposal.