

REQUEST FOR PROPOSALS FOR

SolarWinds Web Help Desk Implementation and Support

For the ITSS Service Centre

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

Request for Proposal Number:	5127
Date Issued:	September 11, 2018
Submission Deadline:	September 28, 2018

Tables of Contents

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	5
1.1 Invitation to Proponents.....	5
1.2 RFP Contact.....	5
1.3 Type of Contract for Deliverables.....	5
1.4 RFP Timetable.....	5
1.5 Submission of Proposals.....	6
PART 2 – EVALUATION OF PROPOSALS	8
2.1 Stage I – Mandatory Submission Requirements.....	8
2.2 Stage II – Evaluation of Requirements.....	8
2.3 Stage III – Pricing.....	9
2.4 Stage IV – Presentations & Selection of Highest Scoring Proponent.....	10
2.5 Notification to Other Proponents.....	10
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	11
3.1 General Information and Instructions.....	11
3.2 Business Registration.....	12
3.3 Communication after Issuance of RFP.....	12
3.4 Execution of Agreement, Notification and Debriefing.....	13
3.5 Conflict of Interest and Prohibited Conduct.....	14
3.6 Confidential Information.....	15
3.7 Reserved Rights, Limitation of Liability and Governing Law.....	16
APPENDIX A – FORM OF AGREEMENT.....	18
APPENDIX B – SUBMISSION FORM.....	35
APPENDIX C – SUBMISSION PRICING FORM.....	39
APPENDIX D – RFP PARTICULARS.....	41
D.1 The Deliverables.....	41
D.2 Material Disclosures.....	47
D.3 Mandatory Requirements.....	47
D.4 Rated Criteria.....	47
APPENDIX E – SERVICE DESK SUPPORT MODEL.....	53

Definitions

Active Directory (AD): is a directory service that Microsoft developed for the Windows domain networks. It is included in most Windows Server operating systems as a set of processes and services.

API: is the acronym for Application Programming Interface, which is a software intermediary that allows two applications to talk to each other.

CIS: Clinical Information System (Cerner).

CMDB: A configuration management database (CMDB) is a data repository that acts as a data warehouse or inventory for information technology (IT) installations. It holds data relating to a collection of IT assets (commonly referred to as configuration items (CI)), as well as to descriptive relationships between such assets.

Configure: any changes to the application that does not affect the out of the box specifications of the product. Parameter or screen layout changes would be examples of configuration changes.

Contract: The written agreement resulting from this Request for Proposals executed by the Province and the successful Proponent.

Contractor: The successful Proponent to this Request for Proposals who enters into a written Contract with the Province.

CTI: Computer Telephony Integration.

Enhance: any product change or upgrade that increases software or hardware capabilities beyond original vendor specifications.

Fiscal Year: The 12-month period beginning April 1 and ending March 31.

IT Shared Services or **ITSS:** is a division of the department of Finance within the Government of PEI that centrally manages the operation of the computer systems and infrastructure; the planning, development and implementation of new information technology initiatives; and the coordination of IT and information management for Government.

Integration: Enabling end-users to access data and functionality from independently designed applications on a single user interface.

Minister: Minister of Finance.

Must or **Mandatory:** means a requirement that must be met in order for a proposal to receive consideration.

NOC: is the acronym for SolarWinds **Network Operations Center** monitoring software.

On-site: refers to Province of PEI business locations.

Proponent: An individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals.

Province or Government: The Government of Prince Edward Island and includes the Minister.

PEI Tender website: means <https://www.princeedwardisland.ca/en/tenders>.

Request for Proposals or RFP: means the process described in the contents of this proposal.

Service Centre: is the centrally managed information technology help desk for hardware and software issues within Government of PEI.

Should: means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

SMS: Short Message Service. Context is mobile texting service.

Software licensing: describes the legal rights pertaining to the authorized use of digital material. Failure to adhere to software license agreement terms often incurs criminal charges related to licensed intellectual property (IP) and copyrighted material.

Solution or Services or Work or System or IT System: means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.

Tier 1 Support team: is the first point of contact in the Incident management process. This team is responsible for recording incidents, diagnosis, escalation and resolution based on documented processes and procedures.

Tier 2 Support team: is the point of contact for escalation of Incidents, This team may provide guidance and instructions to Tier 1 support to assist with diagnosis and resolution; or may take ownership of Incident when subject matter expertise and experience is required for diagnosis and resolution.

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 **SolarWinds Web Help Desk Implementation and Support** as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

The Province is seeking a Proponent with experience implementing On-Premises SolarWinds Web Help Desk into a mature Service Center environment. The Proponent will provide a solution that requires minimal customization. In addition to the software and licenses, professional services to perform activities related to software configuration, customization, integration, data conversion, documentation, training, ongoing support and maintenance for a three (3) year period will be required.

1.2 RFP Contact

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

Cathy Morrison

Business Analyst

Department of Finance / ITSS

camorrison@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 A** to the RFP (the “Agreement”). The initial term of the agreement will cover Professional Services to implement SolarWinds Web Help Desk, Software Licensing and Ongoing support for three (3) years.

1.4 RFP Timetable

Issue Date of RFP	11 September 2018
Deadline for Questions	19 September 2018
Deadline for Issuing Addenda	21 September 2018
Submission Deadline	28 September 2018 at 2:00 pm AST
Proponent Presentations (week of...)	15 October 2018
Anticipated Execution of Agreement	7 January 2019

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 the following:

1. Include **5** hard copies of the proposal and one (1) electronic copy of the proposal saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. Proposal packages should be prominently marked as "Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponent. The file name on the electronic copy for the proposal should include an abbreviated form of the Proponent's name and RFP #.

Proposals should be comprised of: a) completed **Appendix B Submission Form** and b) completed response to **Appendix D – RFP Particulars**. Financial information is not to be included in the proposal. Label the USB flash drive with the Proponent's name and RFP #.

2. In a sealed envelope which should be included in the sealed package, include one (1) hard copy of the financial proposal (completed response to **Appendix C – Submission Pricing Form**) and one (1) electronic copy of the financial proposal saved as a PDF or MS Excel on a USB flash drive.

Financial proposal envelopes should be prominently marked as "Financial Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponent. The file name on the electronic copy for the financial proposal should include an abbreviated form of the Proponent's name and RFP #. Label the USB flash drive with 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 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 proposal.

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

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the Proponent to the location set out in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original 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 **One Hundred and Twenty (120)** days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

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

- Stage I - Mandatory Submission Requirements
- Stage II - Evaluation of Requirements
- Stage III - Evaluation of Pricing
- Stage IV – Presentations & Selection of Highest Scoring Proponent

2.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements listed in this section. 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:

2.1.1 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.

2.1.2 Submission Form (Appendix B)

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

2.1.3 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (**Appendix C**) completed according to the instructions contained in the form.

2.2 Stage II – Evaluation of Requirements

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

2.2.1 Mandatory Requirements

The Province will review the proposals to determine whether the mandatory requirements as set out in the **Appendix D - RFP Particulars**, Section D.3 have been met. Questions or queries on the part of the Province as to whether a proposal has met the mandatory requirements will be subject to the verification and clarification process set out in Part 3 – Terms and Conditions of the RFP Process, Section 3.3.4. If the Proponent fails to satisfy the mandatory requirements, its proposal will be excluded from further consideration.

2.2.2 Rated Criteria

The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in **Appendix D - RFP Particulars**, Section D.4. The **table below** 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.

Stage II is worth 75% of the overall marks. Each proposal is given points for their responses to **Appendix D - RFP Particulars**, Sections D.4 as described in the table below.

Each person on the evaluation team scores each proposal independently. The average of the evaluators scoring is weighted to determine the final points per Proponent. If the Proponent fails to satisfy the minimum thresholds, its proposal will be excluded from further consideration. The Proponent must have a **minimum of 70% for each category in Stage II before its pricing is evaluated in Stage III.**

Stage II – Evaluation of Rated Criteria	Weighting (Points)	Minimum Threshold (70%)
Rated Criteria Categories		
Executive Summary; Understanding of Service Requirements; Proposed Approach, Process and Project Plan; Roles and Responsibilities	5.0 points	3.5 points
Proponent and Team: Background; Demonstrated Expertise; Project References; Project Manager - Resume & References; Resources – Resume & References; Resource Management; Risk Management; Added Value	20.0 points	14.0 points
Additional Rated Requirements	45.0 points	31.5 points
Overall Solution	5.0 points	3.5 points
Subtotal Stage II	75.0 points	52.5 points

2.3 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 requirements, and rated criteria has been completed. Proponents who do not meet the minimum threshold score for criteria noted in Stages I and II will not have their submitted pricing form evaluated.

Stage III is worth 20% of overall points. Each proposal is given points for their responses to Appendix C.

Stage III – Pricing	Weighting (Points)
Pricing - Professional Services Implementation	10.0 points
Pricing – Software Licensing and Ongoing support 3 years	10.0 points
Subtotal Stage III	20.0 points

2.4 Stage IV – Presentations & 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.

If no presentation is required the highest scoring Proponent will be selected to enter into the Agreement in accordance with Part 3. If a presentation is required, the three Proponents with the highest scores from Stage II & Stage III will be invited to PEI to give an on-site presentation to the evaluation committee. Points awarded for Presentation will be added to the total score. The Proponent ranked with the highest score will be selected to enter into the Agreement in accordance with Part 3.

Stage IV – Presentations	Weighting (Points)
Presentation (3 highest scoring Proponents)	5.0 points
Subtotal Stage IV	5.0 points

2.5 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 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/sites/default/files/legislation/F-15-01-Freedom%20of%20Information%20and%20Protection%20of%20Privacy%20Act.pdf>

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.

A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/sites/default/files/legislation/F-15-01-Freedom%20of%20Information%20and%20Protection%20of%20Privacy%20Act.pdf>

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 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 express 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.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

SAMPLE CONTRACT

**MEMORANDUM OF AGREEMENT
[INSERT NAME OF AGREEMENT HERE]**

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.
 - OR
 - (d) All payments are subject to a hold back of an amount equal to _____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
 - (e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
 - (f) Subject to statutory limitations, the Contractor shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for 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
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
- (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars.
- (c) Professional Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars on a claims made basis, subject to an annual aggregate limit of Two Million (\$2,000,000.00 CAD) Dollars insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of six (6) years following completion of the Work.
- (d) The policy or policies 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 enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
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
in the presence of:

)
)
)
)
)
)
)

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

SIGNED, SEALED & DELIVERED
in the presence of:

)
)
)
)
)
)
)

**[INSERT CONTRACTOR'S FULL
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

Locations of work will be primary in Charlottetown, Prince Edward Island. The locations may include the following sites:

1. 40 A Burns Avenue
2. 16 Fitzroy Street

Remote offsite work will be required throughout the duration of this Agreement.

**SCHEDULE “C”
NONDISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is hereby made between the Government and the Contractor and is dated as of this _____ day of _____, 20____[**USE THE SAME DATE HERE AS THE DATE OF THE AGREEMENT, OR SUCH EARLIER DATE AS MAY BE NECESSARY**].

For the purposes of providing professional information technology services as more particularly described in the Agreement to be entered into between the Parties, which Agreement is even dated herewith (“the Agreement”), the Government may be disclosing information to the Contractor that is of the strictest of confidence (“the information”). Therefore, the Contractor agrees that it shall:

1.
 - a) Use the information solely for the purpose stated in the Agreement;
 - b) Restrict disclosure of the information to those employees of the Contractor required to know such information in order to accomplish the purpose stated in the Agreement;
 - c) Advise each such employee, before he or she receives access to the information, of the obligations under this Non-Disclosure Agreement and require each such employee to maintain these obligations; and
 - d) Within ten (10) days following a request of the Government, return to the Government all documentation, diagrams, computer media and other materials containing any portion of the information, or confirm to Government, in writing, the destruction of such materials.
2. The information shall remain the sole property of Government.
3. The rights and obligations of the Parties under this Non-Disclosure Agreement may not be sold, assigned or otherwise transferred.
4. Notwithstanding the date of execution of this Non-Disclosure Agreement, the Parties agree that it is effective as of the date first above written and that it will continue in effect indefinitely, unless terminated in writing by either Party. However, the Contractor’s obligations of confidentiality and restrictions on use of the information disclosed by Government shall survive any termination of this Non-Disclosure Agreement.

GOVERNMENT OF PRINCE EDWARD ISLAND

as represented by the Minister of Finance (or designate with signing authority)

Signed: _____

Name: _____

Date: _____

[INSERT NAME OF CONTRACTOR HERE]

Signed: _____

Name: _____

Date: _____

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 Submission 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
(Appendix B): Submission Form	
(Appendix C): Submission Pricing Form	
(Appendix D attachment) SolarWindsRFP Schedule A - Mandatory Requirements.xlsx	
(Appendix D attachment) SolarWindsRFP Schedule B - Rated Requirements.xlsx	

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Submission 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 **One Hundred Twenty (120)** 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.9.1 Declaration of Contract Intentions

The Proponent must complete the following Declaration of Contract Intentions (“Declaration”) to advise the Province of its intentions regarding the Agreement terms and conditions, as more particularly set out below.

By signing this Submission Form (Appendix B), the Proponent has duly noted and agrees to the terms of the Agreement form (Appendix A) referenced in the RFP.

Check only one:

- If accepted as the Successful Proponent for this RFP, the Proponent accepts the Agreement for (Appendix A) as set out in the RFP, and will execute this Agreement without alterations.

- If accepted as the Successful Proponent for this RFP, the Proponent accepts the Agreement form (Appendix A) as set out in the RFP but with the requested alterations as identified below. The Proponent understands the consequences of requesting these alterations, and accepts that the Province may need to discuss these requested alterations with the

Proponent before any Agreement will be agreed to by the Province in accordance with section 3.1.11 of the RFP.

Desired Alterations

1.
2.
3.
4.

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) All costs must be clearly identified in section C.1, including estimates of expected expenses. Yearly costs must be identified per fiscal year.

2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a **relative pricing formula** using the rates set out in the Submission 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 ($120/240 = 50\%$).

Relative pricing formula

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.

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

C.1 Fixed Cost – Time and Materials for Initial Contract Period

Prepare the following tables for inclusion in your proposal:

Cost Element: Professional Services Implementation	Cost (CAD)
Implementation	\$
Travel & Projected Expenses (C.3)	\$
Other Expenses (C.4)	\$
Total	\$

Cost Element: Software Licensing and SLA (3 Years)	Cost (CAD)
Licensing	\$
Service Level Agreement	\$
Travel & Projected Expenses (C.3)	\$
Other Expenses (C.4)	\$
Total	\$

C.2 Per Diem Rates

Prepare the following table for inclusion in your proposal. Identify the names of all persons who will contribute to the routine management and/or the performance of the required services, and their per diem rate. Per Diem rates are based on a **seven and half-hour work day**, and do **not** include taxes.

Name	Per Diem Rate (CAD)	% time assigned to the project
	\$	
	\$	
	\$	

C.3 Travel and Project Expenses

Estimate the travel and living expenses associated with any proposed personnel who will need to travel to and from the primary work location, in order to perform the required work during the contract. Provide relevant details to support your estimates. These are to be included in your estimated costs.

C.4 Other Expenses

Estimate any other project expenses that may be incurred, once the proposed personnel are onsite at the primary work location. These types of expenses will require **prior approval** from the client organization after the contract begins and must comply with Prince Edward Island Government standards. Provide relevant details to support your estimates. These are to be included in your estimated costs.

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

D.1.1 Current State

Introduction and Background

In 2016-2017, the Province of Prince Edward Island standardized on SolarWinds Network, Security and Server monitoring products. In 2018, after review and consultation ITSS decided to add the SolarWinds Web Help Desk module.

The objectives of this solution are:

- To acquire the SolarWinds Web Help Desk and licenses
- To have Proponent take the lead and manage the project
- To obtain planning, configuration, implementation, production deployment services
- To obtain user training for Service Centre staff and analysts
- To obtain system administration training for ITSS support staff, and
- To establish a maintenance and technical support program for the SolarWinds Web Help Desk.

Information Technology Shared Services (ITSS) is located in the Department of Finance within the Government of Prince Edward Island. ITSS reports to the Treasury Board Secretariat. ITSS was formed in 2006, as the result of a Cabinet decision to consolidate all IT resources across government within a single work unit. To satisfy the mandate of the branch, ITSS provides a broad range of services to Government departments and agencies. It currently employs approximately two hundred twenty-five staff. ITSS in its current state is comprised of four (4) separate divisions with the Directors from each division reporting to ITSS Chief Operating Officer (COO).

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

The Service Centre is part of the Client Support section of the Business Infrastructure Services division. The BIS division is responsible for providing leadership in the planning, operation, and support of network, server, desktop, communications, including voice services, and for providing client and technical support across government through logging and tracking incidents and requests, telephone support and onsite technical assistance.

The consolidation of IT services resulted in a mismatch of technologies. The BIS division has since focused on server and network consolidation, standardization of products, and development of new processes to more efficiently provide services to its clients. As part of

the standardization BIS has selected SolarWinds products for Network and Server monitoring. The existing CA Unicenter Help Desk contract expires in March 2019. The Province has decided to implement a new system, SolarWinds Web Help Desk, to provide a more integrated Service Centre environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data and streamline overall operations.

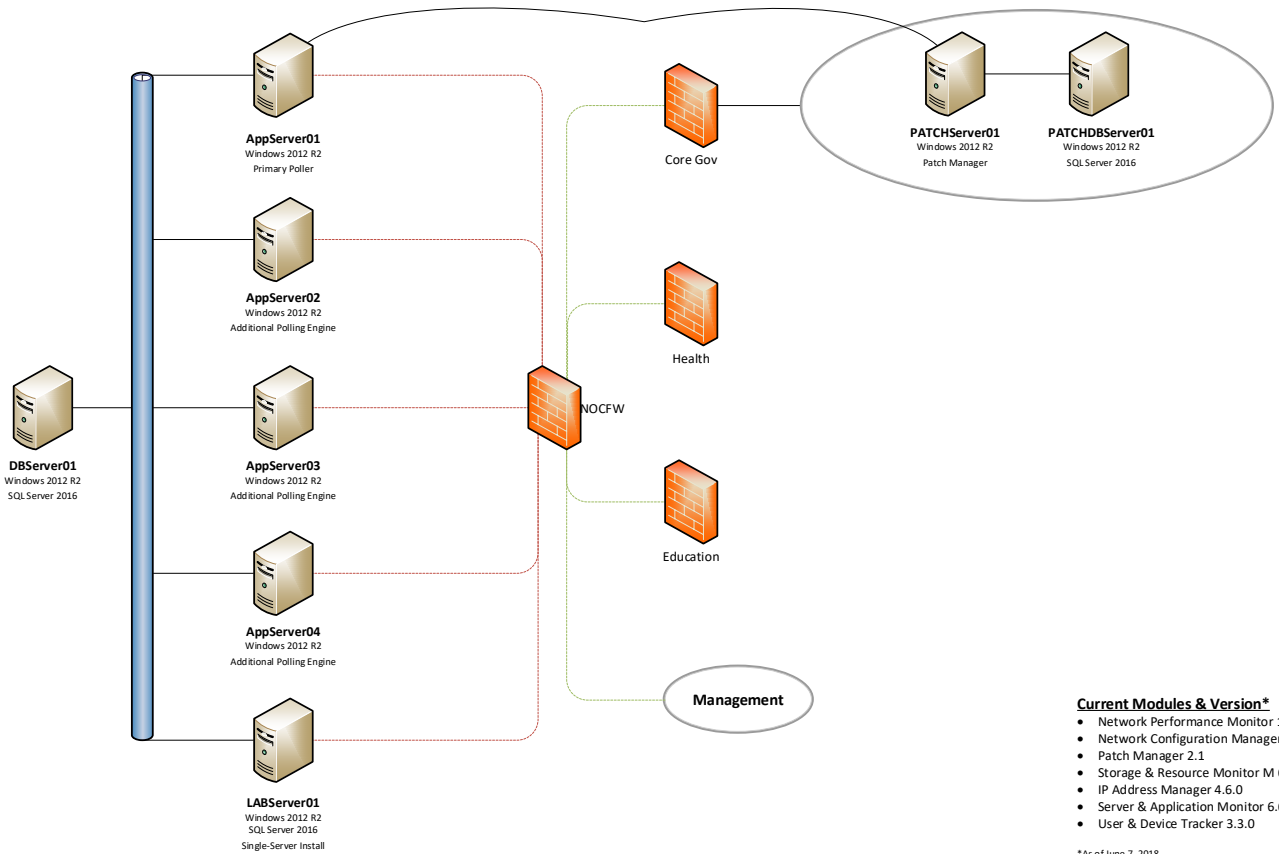
SolarWinds Environment

The SolarWinds platform is a comprehensive monitoring platform that provides single pane of glass visibility across our evolving networks and provides us the ability to correlate data across our infrastructure to help meet SLAs and reduce monitoring efforts. SolarWinds also allows us to be proactive by providing an intelligent alerting and reporting system to ensure our SLAs and client needs are met.

Current SolarWinds Environment

Component	Operating System	Hardware Specs	Installed Applications
AppServer01	Windows Server 2012 R2	10vCPU 24GB RAM 1x 300GB HDD	Network Performance Monitor Network Configuration Manager Storage & Resource Monitor IP Address Manager Server & Application Monitor User & Device Tracker
AppServer02	Windows Server 2012 R2	6vCPU 16GB RAM 1x 100GB HDD	Additional Poller Engine
AppServer03	Windows Server 2012 R2	6vCPU 16GB RAM 1x 100GB HDD	Additional Poller Engine
AppServer04	Windows Server 2012 R2	6vCPU 16GB RAM 1x 100GB HDD	Additional Poller Engine
DBServer01	Windows Server 2012 R2	8vCPU 64GB RAM 1x 200GB HDD 1x 500GB HDD 1x 600GB HDD 1x 375GB HDD	SQL Server 2016
LABServer01	Windows Server 2012 R2	6vCPU 16GB RAM 1x 100GB HDD	All production SolarWinds modules + SQL Express
PATCHServer01	Windows Server 2012 R2	2vCPU 8GB RAM 1x 100GB HDD	Patch Manager 2.1
PATCHDBServer01	Windows Server 2012 R2	2vCPU 8GB RAM 1x 60GB HDD 1x 140GB HDD	SQL Server 2016

Network Diagram*



Service Centre Profile

The Service Centre was formed twelve years ago as a hybrid of an ITIL Service Desk and a help desk or call centre. The Service Desk environment has matured since that time and now provides Tier 1 and Tier 2 Support to Core Government, Health and Education using the **CA Unicenter** application for the following functions:

- Incident Management
- Change Management
- Event Management
- Request Fulfillment
- Access Management
- Asset Management
- Problem Management
- Call Management
- Escalation/Emergency Point of Contacts
- Performance Measurement & Reporting

The Tier 1 and 2 models have been included in **Appendix E**.

There are approximately 400 users that access the application.

The Service Centre operates 24x7, 365 days/year to support 32,000 clients.

The Service Centre has seventy-five (75) workflows defined in its existing Help Desk application. It has completed Standard Operating Procedures including:

- Employee onboarding
- Employee Role Change
- Employee Off boarding
- Infrastructure/System Patching and Maintenance
- Remote Access (VPN)
- Security Escalations
- Change Requests
- Application Management
- Network Management
- Troubleshooting
- Accounts, Access and Permissions
- Notifications

The Province has an average volume of 2500 Service Centre incidents and calls per month. The top categories for current volumes include:

- Identity and Access
- Informational (providing users information)
- PCs
- Groupwise
- Wireless
- Remote Access (VPN)

The Service Centre supports desktop applications such as Microsoft, Adobe and Corel and enterprise applications including:

- Oracle
- Groupwise
- Peoplesoft
- CIS (Cerner)
- SolarWinds NOC

Roles and Responsibility

The roles and responsibilities defined for staff in the Service Centre include:

- **Service Centre Analysts:**
The purpose of this position is to provide daily technical and application support and information technology advice to Government, Healthcare and Education employees. This position is to provide first level support for system problem diagnosis, prioritize and track problems to successful resolution; record and deploy second level support; and train clients in the use of technology available to them. This position provides support services in a decentralized technical environment with 330 computer locations and 32000 clients. This position is to provide level 1 application support, user management and problem management for the Clinical Information System (CIS). The position is to provide 24/7/365 support to clients based on work shifts.
- **Service Centre Team Leads:**
The purpose of a Team Lead is for problem escalation, prioritization and resolution using industry best practice and available technologies including CA Unicentre ServiceDesk software for call logging. The position provides guidance and mentoring to Service Centre Analysts. The position is to provide daily technical support, application support and information technology advice to all Government of P.E.I. employees.
- **Service Centre Supervisor:**
The IT Service Centre (Help Desk) Supervisor's role is to oversee the entire Service Centre staff and ensure that end users are receiving the appropriate assistance. This includes the responsibility of supervising all procedures related to the identification, prioritization, and resolution of end user help requests, including the monitoring, tracking, and coordination of Service Centre functions. The Service Centre Supervisor will also contribute to problem resolution by giving in-person, hands-on support to end users at the desktop level as well as setting up processes and procedures to improve service delivery and help staff to work more efficiently.

D.1.2 Target State

Scope Boundaries

The following requirements are in-scope for the target state of this RFP:

- **Schedule A** (SolarWindsRFP - Schedule A Mandatory Requirements.xlsx)
- **Schedule B** (SolarWindsRFP - Schedule B Rated Requirements.xlsx)

Additionally:

- The Province will only consider implementing the SolarWinds Web Help Desk solution.
- The Province at a strategic level intends to operate its Help Desk functions in house. The Province will not consider a Proposal that includes outsourcing Help Desk services.
- Migration of legacy Request data (Service Requests / Incidents / Problems) will not be imported to the SolarWinds Web Help Desk solution.
- Non transactional data (ie. User, Location, Org) shall be imported to the SolarWinds Web Help Desk solution during deployment.
- The Province will continue to manage on-premise servers and Operating Systems
- The Proponent shall provide the services necessary to fully manage all tasks and subtasks in this contract to successfully install, configure, test, integrate and implement the SolarWinds Web Help Desk.
- Proponent will identify and deliver customized SolarWinds Help Desk code should it be needed to meet requirements.
- The Proponent will supply the training, software, licenses and support for the application for three years.

Project Schedule, Contract Period and Primary Work Location

Below is the approximate schedule the Province expects for the deployment of SolarWinds Web Help Desk solution. However, this may be subject to change and is therefore presented primarily for guidance:

- Latest Go-live date February 28, 2019
- Preferred SLA start date February 28, 2019
- Preferred SLA completion date: February 27, 2022

The initial **Contract** will cover project implementation duration and a three (3) year Support period.

The **primary work location** for any work reflected in this RFP is 40A Burns Avenue, Charlottetown, PE.

D.2 Material Disclosures

Disclose all information material to the contract that could affect the Proponent's decision to bid or the Proponent's submitted pricing, including but not limited to: unusual site conditions; unusual processes or procedures; delivery or performance restrictions; conditions of award or performance, such as performance security; any uncommon risks.

D.3 Mandatory Requirements

This section of Appendix D describes the **Mandatory** requirements expected of the successful Proponent. It will be used in preparation of the Contract – Schedule "A" Statement of Work. Mandatory requirements are Pass or Fail (P/F). If a response fails a Mandatory requirement, the Proponent will be eliminated from the competition.

The mandatory requirements are attached as:

- **Schedule A** (SolarWindsRFP - Schedule A Mandatory Requirements.xlsx)

D.4 Rated Criteria

This section of Appendix D covers the **Rated** requirements. These requirements will be categorized and weighted. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

The rated requirements are listed in sections D.4.1 thru D.4.13 below.

D.4.1 Executive Summary

Provide a 1-2 page summary of your 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.

D.4.2 Understanding of Service Requirements

Provide a 1-2 page summary of your understanding of the RFP requirements defined in this RFP. This content should be expressed in your own words and not simply recite the requirements as defined in this RFP.

D.4.3 Proposed Approach, Process and Project Plan

Describe your understanding of the current Provincial SolarWinds environment and the approach and/or process proposed to address the RFP requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project.

The proponent is expected to complete the production implementation no later than **February 28, 2019**. Please provide a project plan that reflects your proposed approach/process and demonstrates your ability to meet the milestones. Please include:

- project deliverables
- a work breakdown structure with start & end dates
- high level tasks and estimated timeframes required to implement and test non-production environments
- high level tasks and estimated timeframes required to implement and test production environments
- provide a detailed outline of what is expected of the Province with respect to such things as resources and required work space.
- critical success factors for the successful completion of project deliverables
- identify work that is required to be done on site vs remotely.

D.4.4 Roles and Responsibilities

Describe your understanding of roles and responsibilities versus Proponent roles and responsibilities.

Include a RACI matrix of roles and responsibilities identifying the difference between Proponent, third-party Proponent, and the Provinces resources/responsibilities for your solution through all the layers of technology.

E.g. Help Desk, Data Center, Networking, Storage, Infrastructure (servers, processors, RAM), Hypervisors, Virtual Network Infrastructure, Operating System, Solution Stack, Application, Database, Interfaces (APIs, GUIs), Data

D.4.5 Background

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

- Identify and provide details for the primary Proponent of the proposed solution.
- Identify and provide details for all partners/subcontractors involved in the provision of any portion of the proposed solution.

Include the following:

- Company Name
- Location of Head Office
- Location of offices in Canada

- Description & short history of the company
- Principal business of the company & area of responsibility if selected for this project
- Contact Names
- Area of responsibility

D.4.6 Demonstrated Expertise

Describe the experience of the company(s) in providing services similar to those required by the Province as described within the RFP. Describe any similarities to or differences from this project. Please include:

- An indication of the length of time your company(s) has been providing services;
- A description of the work and detailed involvement for at least two (2) similar engagements.

D.4.7 Project References

Provide **two (2) project references** for any work done by you in the past three years that is similar in nature to the requirements defined in this RFP, whom the Province can contact. Provide a contact name, along with phone number, fax number and email address. The reference information provided should identify the size of the projects conducted by the reference as well as demonstrate the extent of their previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

D.4.8 Proposed Project Management - Resumes and References

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP. The expectation (at a minimum) of the key role responsibilities are defined below.

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

Include his/her **resume**. This should be structured to emphasize his/her relevant qualifications and account or project management experience in successfully managing projects or accounts of a similar size and scope to that required by this RFP.

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

- Name of organization
- Name, title, telephone number and email of a contact for the organization
- Brief description of the scope and complexity of services provided

Account Manager

The proponent will identify an account manager who will manage all aspects of the project deliverables on behalf of the contractor. This may include but is not limited to:

- Take meeting minutes, documenting and distributing
- Provide account updates
- Provide account schedule updates

- Schedule meetings
- Conduct SLA meetings
- In conjunction with the system owner, facilitate question and problem resolution related to SLA, issues or resources.
- Facilitate the Province of PEI approvals of all statements of work before development, during development and at sign off.
- Operate as the lead point of contact for any and all matters specific to the Province
- Prepare the agenda and organize the ticket queue for review

Project Manager

The proponent will identify a project manager who will manage all aspects of the project deliverables on behalf of the contractor. This includes but is not limited to communications with a representative from the Province of Prince Edward Island, weekly updates, meeting notes, project schedules.

- Responsible for the co-ordination and management of the resources assigned to the project in conjunction with the ITSS Project Manager/System Owner.
- Serves as the first point of escalation for all project issues;
- Is responsible for the overall planning, scheduling, and assignment of project tasks associated with the Project resources;

D.4.9 Proposed Resources - Resumes and References

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

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

The Province encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If sub-contractors or partners of a Proponent are permitted for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) provided and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a Proponents ‘own resources’ will be used.

Submit the individual **resumes** for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP.

Each resume should include **at least two (2) project references** where the proposed individual served in a similar role, including:

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

D.4.10 Resource Management

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project. Please confirm that your resource(s) will perform the work on-site (as defined in RFP) if required.

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

Describe your approach for replacement of resource(s) assigned should it be deemed unavoidable by the Proponent or deemed necessary by the Province. Please indicate that you agree to provide, if requested by the Province, a notification period of at least ten (10) working days before removal of resources once assigned to the project.

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

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

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

D.4.11 Management of Project Risk

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

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

Outline risk mitigation strategies.

D.4.12 Added Value

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

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

D.4.13 Additional Rated Requirements

Additional rated requirements are attached as:

- **Schedule B** (SolarWindsRFP - Schedule B Rated Requirements.xlsx)

APPENDIX E – SERVICE DESK SUPPORT MODEL

E.1 Tier 1 - IT Service Desk Catalogue

Service	How to Request
Employee Changes	
Onboarding new employees <ul style="list-style-type: none"> • Setting up standard hardware including laptops, monitors, keyboards, mice, docking stations, printers and phones in a staff member's office space. • Setting up standard software, non-standard software, email accounts, and network access. • Ensuring correct access to corporate IT services and applications. • VPN 	Onboarding Form
Off boarding employees <ul style="list-style-type: none"> • Removing software • Removing accounts and access • Receiving returned employee's hardware 	Off boarding Form
Role changes for employees <ul style="list-style-type: none"> • Updating accounts, access, and role change information. 	Role Change Form
Software	
Standard Software <ul style="list-style-type: none"> • Setting up and supporting standard software issues 	Email Service Desk
Optional/Department-specific software <ul style="list-style-type: none"> • Setting up software because of specialized needs 	Email Service Desk
New Software <ul style="list-style-type: none"> • Setting up new software that is not considered <u>standard software</u> at the Province • Requests are subject to review and approval by IT and other parties for reasons of cost, compatibility, and security. 	IT Request Form
Access, Permissions and Settings	
Records Management access <ul style="list-style-type: none"> • Creating confidential folders • Granting access to confidential folders 	RM Request Form
Email/calendar access and permissions <ul style="list-style-type: none"> • Granting access to another user's email or calendar in GroupWise 	IT Request Form
Central PERK Intranet permissions <ul style="list-style-type: none"> • Adding user as a Content Editor • Adding user as Space Creator 	IT Request Form
Meeting room calendars <ul style="list-style-type: none"> • Granting access to meeting room calendars 	Email Service Desk
Email distribution lists <ul style="list-style-type: none"> • Adding or removing users from GroupWise distribution lists / AD 	Email Service Desk

Hardware	
Work from home setup <ul style="list-style-type: none"> • Providing hardware including docking station, keyboard, monitor, VPN, mouse, and USB headset for staff to take home. 	IT Request Form
Computer support <ul style="list-style-type: none"> • Connecting to the network/wireless • Troubleshooting hardware issues • Replacing defective computers / hardware 	Email Service Desk
Mobile phone provisioning <ul style="list-style-type: none"> • Setting up and supporting the Province’s mobile devices and their email, calendar, and corporate apps. This also applies to personal mobile devices used as Bring Your Own Device (school environment). • Replacing defective mobile devices and transferring of corporate data 	Email Service Desk
Phone support and features <ul style="list-style-type: none"> • Replacing defective desk phones, headsets, Polycom conference phones. • Supporting hardware issues • Adding or removing phone features <ul style="list-style-type: none"> ○ Mobile connect ○ Unified messaging ○ Soft phone (IP Communicator) (coming soon) 	Email Service Desk
Personal printers <ul style="list-style-type: none"> • Setting up or replacing printers • Connecting printers to the network • Supporting basic printer issues 	Email Service Desk
Loaner and presentation devices <ul style="list-style-type: none"> • Providing temporary access to laptops, mobile devices. 	Email Service Desk
Meetings	
Audio, web and video conferencing <ul style="list-style-type: none"> • Setting up WebEx accounts and troubleshooting issues 	Email Service Desk
Meeting room services <ul style="list-style-type: none"> • Supporting technical issues related to Meeting Room Services • Supporting issues related to meeting room hardware (e.g. touch panel, microphones, projector, screens, and cameras) 	Email Service Desk

E.2 Tier 2 - IT Service Desk Catalogue

Service	How to Request
Acquisition / Procurement Services	
Software Licenses <ul style="list-style-type: none"> • Purchasing PC software and server plugins 	Email Service Desk
SSL Certificates <ul style="list-style-type: none"> • Purchasing, implementing, reconfiguring, and removing SSL certificates for applications and web servers 	Email Service Desk with IT Director authorization
General IT Procurement <ul style="list-style-type: none"> • Purchasing general IT products 	Email Service Desk
Development Services	
<ul style="list-style-type: none"> • Deploying new servers • Creating and initializing virtual hosts/new servers for deployment 	IT Director Authorization Email Service Desk
Trial/Pilot New Software/Product Solutions <ul style="list-style-type: none"> • Researching and investigating new software 	Email Service Desk
Service Promotion <ul style="list-style-type: none"> • Migrating services between Development, Staging, and Production environments <ul style="list-style-type: none"> o Typically the actual data move/initial import completed by ITSS with the Province handling the actual configuration of service 	IT Director Authorization Email Service Desk
Operations and Support	
Server and Application Updates <ul style="list-style-type: none"> • Conducting application updates • Conducting operating system upgrades • Installing plugins and its maintenance 	Email Service Desk
Network Changes <ul style="list-style-type: none"> • Altering network routes • Modifying core Firewall rules 	Email Service Desk (Requests
VIP List <ul style="list-style-type: none"> • Adding/Editing VIPs 	must come from the Province's IT Service Leadership)
Antivirus (McAfee) Service Management <ul style="list-style-type: none"> • Modifying Antivirus / Local Firewall Rules • Collecting and analyzing McAfee Security Center Report 	Email Service Desk

<p>Network / Server Triage</p> <ul style="list-style-type: none"> • Restoring network/service outages. For example: <ul style="list-style-type: none"> ○ Web VPN ○ Network routing ○ Performance and quality of service issues • Note that most core services are proactively monitored 	Email or call Service Desk
<p>Application Support Issues / Triage</p> <ul style="list-style-type: none"> • Triageing and supporting application issues. For example: <ul style="list-style-type: none"> ○ Files not uploading properly ○ Page Errors ○ Service not responding • Initial triage completed by IT Service Vendor before Tier 3 escalation) 	Email or call Service Desk
<p>Phone / Phone System Issues / Triage</p> <ul style="list-style-type: none"> • Triageing and supporting phone / phone system issues. For example: <ul style="list-style-type: none"> ○ Phones not connecting to the call system ○ Call system not routing calls correctly ○ Call outages ○ Call quality issues 	Email Service Desk
<p>Privacy and Security</p> <ul style="list-style-type: none"> • Investigating security incidents 	Email Service Desk
Accounts, Access and Permissions	
<p>User Access Permissions</p> <ul style="list-style-type: none"> • Setting account permissions for services 	IT Request Form Email Service Desk
<p>Active Directory Group Membership and Permissions</p> <ul style="list-style-type: none"> • Adding users to appropriate Active Directory groups • Adjusting permissions for groups, people, files and folders 	IT Request Form
	Email Service Desk
<p>File / Group Access Permissions</p> <ul style="list-style-type: none"> • Setting up and configuring access to network shares, services, and devices 	IT Request Form Email Service Desk
Records Management	
<p>Managing Records</p> <ul style="list-style-type: none"> • Auditing Mimecast records • Restoring records • Looking up email records 	IT Request Form (or request must come from IT Director) Email Service Desk
<p>Ticket Reports and Analysis</p> <ul style="list-style-type: none"> • Auditing ticket logs and open tickets • Analyzing and reporting on survey results 	Email Service Desk