

# **REQUEST FOR PROPOSALS**

## **FOR**

### **Commercial Cleaning Chemicals**

For The Public Schools Branch

**Date Issued:**

November 22, 2019

**Submission Deadline:**

December 11, 2019 (2 pm)

**RFP#5395**

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Public Schools Branch (“the Branch”) to prospective proponents to submit proposals for the provision of Commercial Cleaning Chemicals as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

The successful Proponent shall supply the Public Schools Branch with commercial cleaning chemicals which:

- will clean surfaces to the extent that the spreading of germs and diseases is reduced to an acceptable level
- are environmentally friendly (when possible)
- do not impact the health of the occupants of the buildings.

**Bids will not be opened or reviewed until after the closing of the tender process (2 p.m. on December 11, 2019). Lowest or any Tender will not necessarily be accepted.**

**Please note that only the Proponents who submitted a reply to the request for expression of interest #PSB-5114 and provided our team with an in person presentation will be considered for this request for proposal.**

### 1.2 RFP Contact

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

#### Procurement Related Questions

Melanie Barlow (Procurement Officer) at (902)-368-4042 or via email [mcbarrow@gov.pe.ca](mailto:mcbarrow@gov.pe.ca)

#### Public Schools Branch Questions

Tyler Ranahan (Accounting Supervisor) at (902)-368-6815 or via email [tranahan@edu.pe.ca](mailto:tranahan@edu.pe.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Branch, 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 Board 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 be for a period of five (5) years. The Branch reserves the right to extend the agreement for five (5) one year extensions beyond the initial term, for an overall potential maximum of ten (10) years in total.

## 1.4 RFP Timetable

Issue Date of RFP	22 November 2019
Deadline for Questions	29 November 2019
Deadline for Issuing Addenda	4 December 2019
Submission Deadline	11 December 2019 (2 pm)

The RFP timetable is tentative only, and may be changed by the Branch 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  
2<sup>nd</sup> Floor South, Shaw Building,  
Room 27, Charlottetown, PE, C1A 7N8

### 1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the delivery of its proposal to the exact location (including floor, if applicable) indicated in this RFP on or before the Submission Deadline. The Branch 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 Branch's time clock will be deemed to be correct.

### 1.5.3 Proposals to be submitted in Prescribed Format

**Proponents must submit their proposal in a sealed package, containing five (5) hard copies of their proposal and one (1) electronic copy saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated.** The file name on the electronic copy should include an abbreviated form of the proponent's name and RFP#. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of environmental sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their bid. Sealed packages should be prominently marked with:

- **the RFP title and number (see RFP cover)**
- **the full legal name and return address of the proponent**

The Branch 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(s) must be signed by the person who signed the original bid submission or by a person authorized to sign on his or her behalf.

#### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the Procurement Officer, Melanie Barlow, and must be signed by an authorized representative of the proponent. The Branch is under no obligation to return withdrawn proposals.

#### **1.5.6 Proposals Irrevocable after Submission Deadline**

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

[End of Part 1]

## PART 2 – EVALUATION OF PROPSALS

### 2.1 Stages of Evaluation

The Branch will conduct the evaluation of proposals and negotiations in the following four stages:

Stage I:	Mandatory Submission Requirements
Stage II:	Evaluation
Stage III:	Pricing
Stage IV:	Ranking

### 2.2 Stage I – Mandatory Submission Requirements

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

#### 2.2.1 Submission Form (Appendix B)

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

#### 2.2.2 Submission Pricing Form (Appendix C)

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

#### 2.2.3 Report on RFP Particulars (Appendix D)

Each proposal must include a report outlining the proponent's ability to meet the required RFP particulars outlined in Appendix D.

### 2.3 Stage II – Evaluation

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

#### 2.3.1 Mandatory Technical Requirements

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

#### 2.3.2 Rated Criteria

The Branch will evaluate each compliant proposal on the basis of the rated criteria as set out in Section B of the RFP Particulars (Appendix D). The following is an overview of the categories and weighting for



the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation of rated criteria. Proponents who do not meet the minimum threshold score of the Total Points as indicated below, will not proceed to Stage III Pricing.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
Products	15	
Dispensers	20	
Health & Safety	5	
Ordering & Reporting	10	
Customer Service	5	
Training	10	
Value Added (includes company reputation, experience, references, etc.)	5	
<b>Total Technical Requirements Points</b>	<b>70</b>	<b>56</b>
<b>Pricing Points</b>	<b>30</b>	<b>24</b>
<b>TOTAL OVERALL POINTS</b>	<b>100</b>	<b>80</b>

## **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the Submission Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed and only for those proposals that have met all minimum threshold scores as indicated in section 2.3.2.

## **2.5 Stage IV – Ranking**

### **2.5.1 Ranking of Proponents**

After the completion of Stage III, both the scores for Stage II (only those scores that met the minimum threshold) and Stage III (only those scores that met the minimum threshold) will be combined and the proponent with the highest overall aggregate score will be deemed top ranked and will receive invitation to enter into direct contract negotiations to finalize an agreement with the Branch. Upon finalization of the Agreement with the Branch, the proponent shall thereafter be known as the successful proponent.

### **2.5.2 Notification to Other Proponents**

Once an agreement is finalized and executed by the Branch 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 Branch 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 Branch.

#### **3.1.7 Information in RFP Only an Estimate**

The Branch 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 Branch**

The Branch 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 Branch 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 deliverable or may obtain such goods and services from resources within the Branch.

### 3.1.11 Quantities

Quantities are estimated, not guaranteed, and will be based on actual requirements for the duration of the Standing Offer Agreement, however, the Branch reserves the right to increase or decrease the number of units on the basis of the unit price quoted. In the submitted proposal, stipulate whether the increase or decrease will affect bid price.

### 3.1.12 Delivery

The Branch has been using a different product for some years. Because of this, we would need to fully use up any stock we have of this product before fully switching over. Therefore, we would require the proponent to demonstrate their ability to develop (with the Public Schools Branch) and implement a rollout plan in year one (1) of this agreement. This plan would see rollout of any new product gradually to different schools until fully switched over.

All prices are to be FOB Destination which includes all shipping, offloading costs, etc. (please indicate minimum order quantity on pricing) to any school or Branch location.

Orders are to be received and signed for by Designated Branch staff and delivered to designated locations (at ground level entrance) within the building, orders are not to be left without authorized signatures. No orders shall be left at the exterior of the building.

Most sites are not equipped to receive pallet shipments. If palletized (for sites that cannot accept pallet shipments), the order is to be broken down at the responsibility of the Vendor/Shipper to be received inside the building.

### 3.1.13 Pricing

Prices quoted are to remain firm for the term of the standing offer period of five (5) years beginning on December 11, 2019. With the possibility of five (5) one (1) year extensions.

Pricing submitted by the Proponent shall be in Canadian funds, and include all associated costs. Proponents shall provide a detailed cost breakdown as outlined in the Statement of Requirements.

### 3.1.14 Product

The successful Proponent must notify the Contract Authority immediately of any product changes during the life of the contract (i.e. discontinued, upgrade, design changes, etc.) The supplier must offer an upgraded alternate product in the event a product becomes obsolete or discontinued at no additional charge to the Branch.

Proponent must pass on to the Branch, during the term of the Contract awarded through this RFP, any reduction in prices at the time of the announcement from the manufacturer up until the time of shipment.

### 3.1.15 Occupational Health and Safety

The proponent is responsible for ensuring compliance with the Occupational Health and Safety Act and any Regulations. The proponent must observe and enforce safety measures required by Federal and Provincial Governments, Workplace Safety and Insurance Branch, and Municipal statutes and applicable authorities.

The proponent shall be registered with the Workers' Compensation Branch.

Every proponent shall take every precaution that is reasonable in the circumstances to ensure that all employees performing work in respect of the project complies with the latest revision of the Health and Safety Act Regulations, and all other safety measures as required by authorities having jurisdiction.

### 3.1.16 Insurance

Commercial General Liability and automobile Insurance in the amount of \$2,000,000.00 each must be filed upon award with the Purchasing Department of the Branch; such insurance shall be in the name of the proponent and the Public Schools Branch.

### 3.1.17 Cancellation of Contract / Loss of Service

The Branch reserves the right to terminate this contract within thirty (30) days written notice if, in its opinion, the successful bidder fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder shall remain responsible for its obligations under this contract up to the date of termination. The Branch reserves the right to commence an action in a court of competent jurisdiction against the successful bidder for damages that result from the breach of the terms and conditions of the contract, by the successful Proponent.

The Branch shall have the right to retain and set off from any monies payable to the successful bidder under the contract the total outstanding amount from time to time and for all damage claims by the Branch or any third parties arising out of this contract which have not been resolved by the successful bidder or its insured.

The Branch reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful bidder for any indebtedness of the supplier that may impact on the Branch.

The successful Proponent shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either the successful bidder, the Branch's staff or third party interruptions.

In the event that the successful bidder becomes insolvent, and/or the successful bidder is unable or unwilling to provide the contracted service for a period of more than thirty (30) consecutive days during the period of the contract, the Branch shall have the right to replace the successful bidder with another services provider suitable to the Branch in addition to all of its other rights pursuant to the term of this contract.

### **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

- a) report any errors, omissions, or ambiguities; and
- b) 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 Branch is under no obligation to provide additional information, and the Branch 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 Branch 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 Branch, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum. 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 Branch and will be deemed to have read all posted addenda.

#### **3.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

#### **3.3.4 Verify and Clarify**

During the evaluation process, the Branch may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section B of the RFP Particulars (Appendix D). The Branch may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

### **3.4 Notification and Debriefing**

#### **3.4.1 Selection of Proponent and Execution of Agreement**

The Board 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 Board'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 Board 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 Branch 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 Branch may disqualify a proponent for any conduct, situation or circumstance, determined by the Branch, 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 Branch may disqualify a proponent, rescind an invitation to negotiate or terminate an agreement entered into if the Branch, 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 Branch, and then only in coordination with the Branch.

### **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, but not limited to, 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 Branch; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.5.7 Rejection of Bids**

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

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

## **3.6 Confidential Information**

### **3.6.1 Confidential Information of the Branch**

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

- a) is the sole property of the Branch 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 Branch; and
- d) must be returned by the proponent to the Branch immediately upon request of the Branch

### **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 Branch. The confidentiality of

such information will be maintained by the Branch, 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 Branch 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\\_0.pdf](https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.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 Branch 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\\_0.pdf](https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.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 Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other 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 Branch of Prince Edward Island and the federal laws of Canada applicable therein.

### **3.8 Participation of Eligible Public Sector Entities**

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

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

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

For the purposes of this section, a public sector entity means any provincial government or provincially funded entity in Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

SAMPLE CONTRACT  
NAME OF AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:                   Public Schools Branch

OF THE FIRST PART;

AND:

\_\_\_\_\_ of \_\_\_\_\_  
in \_\_\_\_\_ County, Province of \_\_\_\_\_,

(hereinafter referred to as the "Vendor")

OF THE SECOND PART.

**WHEREAS** the Public Schools Branch wishes to engage the services of the Vendor to carry out the services described in Schedule "A" attached hereto;

**AND WHEREAS** the Vendor has agreed to provide the Public Schools Branch 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. "Fiscal Year" means ...
  - b. "Schedule" means ...
  - c. "Work" means ...

**Covenants of the Vendor and the Public Schools Branch**

2. The Vendor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to the Public Schools Branch.

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\_\_.
- (b) 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 the \_\_\_\_ day of \_\_\_\_, 20\_\_.

**Payments, Records and Accounts**

4. The Public Schools Branch shall make payments to the Vendor in the following manner:
- (a) Payment for the Work shall be at the rate of \$\_\_\_\_\_ per hour, excluding taxes, but in no case shall the total payment exceed \$\_\_\_\_\_;
- OR
- (a) Payment for the Work shall be a fixed lump sum of \$\_\_\_\_\_, excluding taxes, payable in installments, *as follows: [i.e. List dates (milestones) when payments will be made including amount to be paid on each date]*
- AND, IF APPLICABLE
- (b) The Public Schools Branch shall pay all expenses of the Vendor, excluding taxes, up to a maximum of \$\_\_\_\_\_, based on expenses actually incurred and verified by receipt.
- (c) The payments described herein shall be paid upon the basis of the submission by the \_\_\_\_ day of \_\_\_\_, 20\_\_ of a detailed statement together with all necessary receipts. Such statements shall be submitted to the Public Schools Branch and the Public Schools Branch shall pay the amount owing within \_\_\_\_ days of receipt.
- (d) All payments are subject to a hold back of an amount equal to \_\_% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
- OR
- (d) All payments are subject to a hold back of an amount equal to \_\_\_\_% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
- (e) The Vendor shall keep proper accounts and records of the cost to the Vendor of the Work and of all expenditures or commitments made by the Vendor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of the Public Schools Branch. The Vendor shall provide all facilities for the audits, inspections, copying and extractions and shall provide the Public Schools Branch and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
- (f) Subject to statutory limitations, the Vendor shall not, without the written consent of the Public Schools Branch, 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 Vendor shall act as an independent Vendor 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 Vendor, or any officer, clerk, employee or agent of the Vendor, as an officer, clerk, employee or agent of the Public Schools Branch, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
6. (a) The Vendor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Vendor may be required by law to make in connection with the Work.
- (b) The Vendor 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 Vendor, before undertaking any Work shall provide to the Public Schools Branch 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 Vendor agrees to accept the full cost of doing those things required under this paragraph, and will not charge or seek reimbursement from the Public Schools Branch 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 the Public Schools Branch fiscal year in which the payment is to be made.

### **Reports**

8. (a) The Vendor shall make interim reports as the Public Schools Branch may direct.
- (b) The Vendor shall prepare and submit a draft final report for review and approval of the Public Schools Branch not later than the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_. The Public Schools Branch shall either signify its approval or note the deficiencies in writing to the Vendor

within \_\_\_\_\_ days of its submission. The final report shall be submitted to the Public Schools Branch 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 in the offices of the Public Schools Branch and the Vendor shall follow the same time schedule as applicable to employees of the Public Schools Branch.
10. The Public Schools Branch shall provide such support, direction, decisions and information to the Vendor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Vendor.

### **Termination**

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

This Agreement shall be determined to have ended upon the contract end date, sending by electronic communications or mailing of such notice in which event the Vendor shall have no further claim against the Public Schools Branch, except that the Vendor 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 Vendor prior to the receipt of the notice and for which the Vendor is liable for payment, less any sums paid by the Public Schools Branch to the Vendor 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 Vendor as a result of this Agreement shall be treated as confidential information. The Vendor 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 the Public Schools Branch, unless the information, knowledge or data is generally available to the public.
14. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of the Public Schools Branch and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement,

by the Vendor, its employees, agents, servants or others for whom the Vendor is responsible, without the written consent of the Public Schools Branch.

- (b) The Parties agree that the Public Schools Branch 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 Vendor relinquishes all rights to the Work created pursuant to this Agreement, including all rights, and moral rights otherwise accruing to the Vendor pursuant to the *Copyright Act*, R.S.C. 1985, c. C-42.

### **Conflict of Interest**

- 15. The Vendor 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 Vendor shall immediately notify the Public Schools Branch, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event the Public Schools Branch discovers or is notified by the Vendor of an actual or potential conflict of interest, the Public Schools Branch, in its sole discretion, may either:
  - (a) Allow the Vendor to resolve the actual or potential conflict to the satisfaction of the Public Schools Branch; or
  - (b) Terminate the Agreement in accordance with the Termination section of this agreement.

### **Freedom of Information and Protection of Privacy Act**

- 16. The Vendor 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 Vendor may be consulted prior to release of any information.
- 17. The Vendor acknowledges and agrees that, in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

### **Indemnification and Insurance**

- 18. The Vendor shall indemnify and hold harmless the Public Schools Branch, 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 Vendor or anyone directly or indirectly employed by the Vendor or anyone for whom the Vendor may be liable.

19. The Vendor 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 the Public Schools Branch:
- (a) Commercial General Liability insurance in an amount not less than \$ \_\_\_\_\_ (minimum Two Million (\$2,000,000.00 CAD) Dollars) inclusive per occurrence against bodily injury and property damages. The Public Schools Branch 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 Vendor's Protective Liability;
    - Blanket Written Contractual Liability;
    - Personal Injury Liability;
    - Non-Owned Automobile Liability;
    - Cross Liability;
    - Employees as additional Insured;
    - Broad Form Property Damage;
    - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Vendor.
  - (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Vendor in an amount not less than \$ \_\_\_\_\_ (minimum One Million (\$1,000,000.00 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 Vendor'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 the Public Schools Branch. All required insurance shall be endorsed to provide the Public Schools Branch 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 the Public Schools Branch 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 the Public Schools Branch prior to execution of this Agreement. Default of delivery to the Public Schools Branch or receipt of the certified copy of the policy, or policies, by the Public Schools Branch shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.



**General**

- 20. This Agreement shall not be assigned or subcontracted in whole or in part by the Vendor without the prior written consent of the Public Schools Branch.
- 21. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
- 22. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 23. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 24. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 25. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 26. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

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

**SIGNED, SEALED & DELIVERED** )  
in the presence of: )  
)  
)

\_\_\_\_\_

**Public Schools Branch,**  
as represented by:  
  
\_\_\_\_\_

**SIGNED, SEALED & DELIVERED** )  
in the presence of: )  
)  
)

\_\_\_\_\_

**Vendor**  
  
\_\_\_\_\_  
Authorized Signing Officer

SCHEDULE "A"

TO AGREEMENT  
BETWEEN  
THE PUBLIC SCHOOLS BRANCH  
AND  
THE VENDOR

DATED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

STATEMENT OF WORK

## APPENDIX B – SUBMISSION FORM

### B.1 Proponent Information

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

### B.2 Ability to Provide Deliverables

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

### B.3 Mandatory Forms

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

FORM	INITIAL TO ACKNOWLEDGE	
Submission Form (Appendix B)		
Pricing Form Per Product Unit Price (Appendix C)		
Pricing Form Total Yearly Quantities & Cost Estimate (Appendix C)		
Report on RFP Technical Requirements (Appendix D)		

#### **B.4 Non-binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with the Branch.

#### **B.5 Addenda**

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

#### **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 Branch 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 Branch within twelve (12) months prior to the Submission Deadline.

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

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

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

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


**B.8 Proposal Irrevocable**

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

**B.9 Disclosure of Information**

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

**B.10 Execution of Agreement**

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX C – SUBMISSION PRICING FORM

### 1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the proponent shall be all-inclusive and shall include all product, dispensers, training, all costs of delivery, all costs of installation and set-up of dispensers, and all other overhead, including any applicable fees or other charges
- (c) Please indicate any minimum order costs associated with shipments.

### 2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

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

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

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

And so on, for each proposal.

### 3. Pricing Form

Proponents are asked to provide per product pricing. This pricing document should list all required products (as well as additional products available to the Public Schools Branch) and their total delivered price. As mentioned above, this pricing should include all delivery, installation, training and customer service required.

Please specify any minimum order quantities.

As we will be continuing to monitor our yearly costs and are looking for ways to better streamline our chemical cleaning needs, we would consider any proponent a partner in determining best practices and assessing product needs etc. We would also ask each proponent to make an assessment, based on the information provided, of how much total cleaning product (per total quantity per product and total

overall cost) would be optimal for one year. Please refer to Appendix E which outlines building locations, square footage and student population.

If a proponent wishes to meet with the Public Schools Branch to discuss square footage, building population, cleaning practices, etc. to better estimate their total quantity/cost assessment, please contact the RFP contact listed above (Melanie Barlow, Procurement Officer).

***However, the Public Schools Branch reserves the right to base their award assessment on per unit pricing and not overall total estimated cost submitted by the proponent.***

***Weighted marks will also be taken into consideration below under Appendix D – RFP Particulars (Technical Requirements) as we would consider this type of assessment a Value Added service.***

## APPENDIX D – RFP PARTICULARS

### A. The Deliverables

The Public Schools Branch is seeking a vendor to supply, train staff and provide expertise with regard to commercial cleaning chemicals. The vendor will provide these products and services in such a manner as to clean surfaces in public schools across the province to the extent that the spreading of germs and diseases is reduced to an acceptable level. The vendor will also strive to provide a product that provides a high quality clean that helps to eliminate any overuse. The chemicals provided should also, when applicable, be environmentally friendly and do not impact the health of the occupants of the buildings.

### B. Technical Requirements (with points available)

The Public Schools Branch would deem the following as the desired technical requirements and ask that proponent submissions follow and detail each of these weighted technical requirements.

#### PRODUCTS (15 POINTS)

Products Required – Low Chemical/Environmentally Friendly/Green Focus

1. General Purpose Cleaner
  - a. EcoLogo and/or GreenGuard Certified
  - b. Low odor product
  - c. Quality product that will work to reduce any overuse
2. Disinfectant Cleaner
  - a. EcoLogo and/or GreenGuard Certified
  - b. Non irritating to eyes and skin in proper use dilution
  - c. No rinse required
  - d. Low odor product
  - e. Quality product that will work to reduce any overuse
3. Bowl and Bathroom Cleaner
  - a. EcoLogo and/or GreenGuard Certified
  - b. Low odor product
  - c. Quality product that will work to reduce any overuse
4. Glass Cleaner
  - a. EcoLogo and/or GreenGuard Certified
  - b. Streak free
  - c. Ammonia free
  - d. Low odor product
  - e. Quality product that will work to reduce any overuse
5. Hand Soap/Foam
  - a. Low odor product
  - b. Green or Eco certification preferred
  - c. Quality product that will work to reduce any overuse

Other Products Available from Vendor (if needed by PSB)

1. Norovirus Cleaner/Sanitizer/Stronger Disinfectant
  - a. The proponent must keep this product in stock
  - b. Must be available to the Branch within 6 hours of specific order



2. Floor Finish
  - a. Low odor
  - b. Green or Eco certification while meeting proper in use performance measures considered an asset
  - c. Quality product that will work to reduce any overuse
3. Floor Stripper
  - a. Low odor
  - b. Green or Eco certification while meeting proper in use performance measures considered an asset
  - c. Quality product that will work to reduce any overuse
4. Hand Sanitizer
  - a. Low odor product
  - b. Green certification an asset
  - c. Quality product that will work to reduce any overuse

### **DISPENSERS (20 POINTS)**

#### **Commercial Cleaning Dispenser**

The PSB would require a wall mounted multiple bottle dispensing systems. These systems would need to be:

- Durable/secure construction
  - Preference given to any metal/steel construction
- Connectable to a water source
- Lockable while in use (on dispenser) product containment
- One wall unit should be able to hold up to four different products and/or containers at one time
- Easy switchable product dispensing among products on dispenser (switching up to four different products) with easy flow/dilution options
- Easy to use dispensing that provides accurate cleaning chemicals and precise dilutions with no manual measuring or mixing by user
- Bottles/Cartridges that are tamper proof and eliminate spillage
- Clear and coded labels on bottles/cartridges/dispensing stations that ease in correct product identification
- Metering tips in bottle/cartridge that ensure precise measurement/dilution.

#### **Hand Foam/Soap Dispenser**

- Tamper proof
- Sturdy construction and size suitable for use public schools

### **HEALTH & SAFETY (5 POINTS)**

#### **Product Technical and Environmental Standards for Required Products**

- Low odor products
- EcoLogo and/or GreenGuard level certification required when indicated

#### **General Health and Safety Requirements**

From our organization's Health and Safety department, the following overall requirements are considered mandatory and must be demonstrated/described:

- Ensure all products safety information is WHMIS (2015) compliant.
- Provide safe work practices for handling **each** product, ie. Gloving material, other recommended PPE, safe storage, safe handling and safe usage.
- Provide ready-to-use adhesive “workplace” labels compliant with WHMIS (2015) for decanted/diluted product.
- Provide “real world” exposure test results for the products supplied, if available.

## **ORDERING & REPORTING (10 POINTS)**

### **Ordering**

Currently, the Public Schools Branch completes one large order a year for chemical supplies as well as a few smaller orders as needed to supplement stock. We would require the proponent to be able to accommodate one to two large orders per year.

Although we are not yet ready for just in time ordering, if the proponent is able to accommodate this as well, please indicate.

As well, the proponent will also need to provide other smaller orders as needed on a forty-eight (48) hour turn-around.

Please provide any minimum shipping requirements in your pricing.

We realize companies are moving towards online orders. However, at the Public Schools Branch, we use Purchase Orders from our accounting system in order to initiate and authorize any orders (both for internal control and accounting policies). Therefore, although we are open to using online ordering to specify products, quantities and approved pricing, we would still require the proponent to accept a formal purchase order (authorizing any order) before formally initiating.

### **Reporting**

In order to help control costs, the Public Schools Branch would require the successful vendor to provide data (exported to excel spreadsheet and provide access to the PSB to view data through an online portal) of product delivered to each location throughout a fiscal year (or at any time within). This data should include, but not be limited to:

- Location delivered (ie. School or Branch location)
- Date of delivery
- Product description
- Quantity
- Price

## **CUSTOMER SERVICE (5 POINTS)**

The Public Schools Branch requires multiple levels of customer service.

First and foremost, because of the volume of facilities that we manage, the proponent needs to offer a contact/account manager that we can contact when needed and is readily available, in person as required, at our sites.

Additionally, the proponent will need to provide contacts and access for general customer service as well as specific customer service for each division (product, health and safety, ordering/shipping, etc).

Other options for an increased customer service experience will also be considered.

### **TRAINING (10 POINTS)**

#### **In Person Product Training**

The Public Schools Branch has been using a previous product for the past ten plus years. Because of this, a new product and new dispensing systems will be a major change for our team and staff. The Public Schools Branch consists of fifty-six (56) schools and multiple branch office locations across Prince Edward Island. Each school/location has custodial staff that will be using the products. As such, the proponent will need to outline and provide their plan for extensive initial in person product training at each school/branch location.

Also, because of employee turnover/new hires etc., new users of the products come up at all different times. As such, the proponent would need to demonstrate an ability and flexibility to provide in person training, as needed, at various points during each year of the agreement.

#### **Online Product Training and Help Resources**

The Public Schools Branch also recognizes the ease and availability of online training. Because of this, the proponent should be able to demonstrate their ability to provide training, tips, demonstrations, how to videos, FAQ's, etc. via online access.

Any other options for training opportunities available from the proponent will also be considered.

### **VALUE ADDED (5 POINTS)**

The Public Schools Branch would also request the following to aid in their assessment of the proponent's bid:

- Company information and background
- References from organizations of a similar size to the Public Schools Branch
- As we will be continuing to monitor our yearly costs and looking for ways to better streamline our chemical cleaning needs, we would consider any proponent a partner in determining best practices and assessing product needs etc. Please describe methods and considerations used in helping the Public Schools Branch develop a plan for best streamlined product use (please refer to Appendix E which outline building locations, square footage and student population)
- Other value added services provided that we should take into consideration

## APPENDIX E – PUBLIC SCHOOLS BRANCH LOCATIONS

#	Name	Address	Building Square Footage	Student Population	Chemical Dispensers	Soap Dispensers
1.	Alberton Elementary	354 Church St., Alberton	35,693	116	2	15
2.	Amherst Cove Consolidated	300 Carleton St., Borden-Carleton	42,162	129	2	28
3.	Athena Consolidated	150 Ryan St., Summerside	57,830	309	2	49
4.	Belfast Consolidated	3326 Rte 1, South Pinette	35,485	109	3	14
5.	Birchwood Intermediate	49 Longworth Ave., Charlottetown	97,285	515	9	44
6.	Bloomfield Elementary	2472 O'Halloran Rd., Bloomfield Corner	36,791	244	3	14
7.	Bluefield High	924 Colville Rd., Rte 9, Hampshire	124,540	704	5	35
8.	Cardigan Consolidated	1614 North Royalty Rd., Rte 342, Cardigan	21,040	97	2	6
9.	Central Queens Elementary	19821 Rte 2, Hunter River	42,213	267	4	16
10.	Charlottetown Rural High	100 Raiders Rd., Charlottetown	154,602	988	7	24
11.	Colonel Gray High	175 Spring Park Rd., Charlottetown	135,900	872	6	26
12.	Donagh Regional	928 Bethel Rd., Rte 215, Donagh	33,365	220	2	10
13.	East Wiltshire Intermediate	100 Kingston Rd., Cornwall	83,515	587	7	35
14.	Eliot River Elementary	79 Hilltop Dr., Cornwall	53,935	472	5	13
15.	Ellerslie Elementary	1226 Elleslie Rd., Rte.133, Ellerslie- Bideford	37,997	199	2	14
16.	Elm Street Elementary	256 Elm St., Summerside	54,060	407	5	18
17.	Englewood	20280 Rte 1, Victoria	31,470	190	2	14
18.	Georgetown Elementary	47 Kent St., Georgetown	16,260	54	1	10
19.	Glen Stewart Primary	34 Glen Stewart Dr., Stratford	69,045	440	4	30

#	Name	Address	Building Square Footage	Student Population	Chemical Dispensers	Soap Dispensers
20.	Greenfield Elementary	100 Darby Dr., Summerside	48,997	363	2	35
21.	Gulf Shore Consolidated	185 Hilltop Ave., North Rustico	49,310	245	3	18
22.	Hernewood Intermediate	34 Mill Rd., Rte 136, Woodstock	81,687	288	6	30
23.	Kensington Intermediate Senior	19 Victoria St. E., Kensington	85,057	298	4	16
24.	Kinkora Regional High	54 Anderson Rd., Kinkora	39,360	148	3	16
25.	L.M. Montgomery Elementary	69 MacWilliams Rd., Charlottetown	46,212	441	4	33
26.	M. E. Callaghan Intermediate	41870 Western Rd., Rte 2 St. Roch	81,698	224	5	12
27.	Miscouche Consolidated	19 School St., Miscouche	48,657	236	4	18
28.	Montague Consolidated	622 Princess Dr., Montague	61,575	421	5	26
29.	Montague Intermediate	221 Kennedy St., Montague	47,630	286	3	14
30.	Montague Regional High	274 Valleyfield Rd., Rte 326, Montague	110,879	409	6	38
31.	Morell Consolidated	7755 St. Peter's Rd., Rte 2, Morell	32,560	181	3	13
32.	Morell Regional High	100 Little Flower Ave., Rte 322, Morell	66,310	170	5	30
33.	Mt. Stewart Consolidated	120 South Main St., Rte 351, Mt. Stewart	29,015	180	1	11
34.	O'Leary Elementary	25 Barclay Rd., O'Leary	45,596	114	5	14
35.	Parkdale Elementary	49 Confederation St., Charlottetown	24,560	170	3	14
36.	Parkside Elementary	195 Summer St., Summerside	60,635	345	4	24
37.	Prince Street Elementary	60 Upper Prince St., Charlottetown	35,790	231	2	9
38.	Queen Charlotte Intermediate	150 North River Road, Charlottetown	94,460	592	5	29
39.	Queen Elizabeth Elementary	2 Saunders Ln., Kensington	51,375	337	3	20
40.	Sherwood Elementary	64 Maple Ave., Charlottetown	57,416	506	3	14

#	Name	Address	Building Square Footage	Student Population	Chemical Dispensers	Soap Dispensers
41.	Somerset Elementary	30 Somerset St., Kinkora	29,601	156	1	10
42.	Souris Regional	15 Longworth St., Souris	128,297	523	11	83
43.	Southern Kings Consolidated	2294 Peters Rd., Rte 324, Peter's Rd.	41,090	183	2	12
44.	Spring Park Elementary	30 Dunkirk St., Charlottetown	66,100	535	7	66
45.	St. Jean Elementary	335 Queen Street, Charlottetown	43,375	116	3	10
46.	St. Louis Elementary	3807 Union Rd., Rte 152, St. Edward	37,997	120	3	14
47.	Stonepark Intermediate	50 Pope Ave., Charlottetown	108,682	641	7	32
48.	Stratford Elementary	50 Glen Stewart Dr., Charlottetown	53,405	630	3	50
49.	Summerside Intermediate	247 Central St., Summerside	92,850	527	7	24
50.	Three Oaks Senior High	10 Kenmoore Av., Summerside	160,500	692	7	35
51.	Tignish Elementary	322 Church St., Tignish	35,467	157	2	14
52.	Vernon River Consolidated	5505 Murray Hbr Rd., Rte 24, Vernon River	34,565	182	2	13
53.	West Kent Elementary	27 Viceroy Ave., Charlottetown	37,065	307	2	18
54.	West Royalty Elementary	80 Commonwealth Ave., Charlottetown	58,747	451	2	50
55.	Westisle Composite High	39570 Western Rd., Rte 2, Rosebank	161,300	509	7	45
56.	Westwood Primary	80 Meadowbank Rd., Cornwall	63,460	545	5	29
57.	Public Schools Branch Cardigan Maintenance Shop	4227 Alley's Mill Rd., Cardigan	500 (approx.)	N/A	1	2
58.	Public Schools Branch Charlottetown Supply Shop	120 Raiders Rd., Charlottetown	500 (approx.)	N/A	1	2
59.	Stratford Branch Office	234 Shakespeare Drive, Stratford	20,000 (approx.)	N/A	1	6
60.	Public Schools Branch Maintenance/Welding Shop	274 MacEwen Rd, Summerside	5,350	N/A	1	2

#	Name	Address	Building Square Footage	Student Population	Chemical Dispensers	Soap Dispensers
61.	Three Oaks Senior High Trades Building	280 MacEwen Rd., Summerside	24,216	N/A	1	6