Rural Municipality of Miltonvale Park

Request for Proposals

Broadband Service to the Municipality of Miltonvale Park

RFP-MVP2018-01

Deadline – February 26, 2018
12:00 noon AST

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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 Rural Municipality of Miltonvale Park ("the "Municipality") to prospective proponents to submit proposals for the construction of infrastructure and the provision of internet service with a minimum download speed of 50 megabits per second (Mbps) and a minimum upload speed of 10 Mbps with an unlimited data allowance to as many properties as possible in the municipality which are not already able to reach this level of service - by February 20, 2019.

The Municipality has received funding though the Notional Allocation of the Gas Tax Fund through the New Deal for Cities and Communities. This funding is to be used to improve broadband capacity in the municipality. Broadband connectivity is defined as infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.

While the core proposal should be based on a municipal contribution of approximately $181,000, providers are asked to detail what additional contributions would be required to include areas or roads not covered in the core proposal. In addition, the Municipality will consider add-ons to the core proposal, such as improving wireless service for those properties not included in broadband service proposal. While coax cable or fibre op are the preferred options, the Municipality will entertain proposals which provide alternate methods to improve the internet service for our residents and businesses.

As it may not be economically feasible to completely service the municipality at this time, Telecommunications Partners may divide and price the project in phases, with the expectation that phase one, at a minimum, will completed by February 20, 2019

The Municipality will enter into a funding agreement with the successful Telecommunications Partner (TP).

1.2 Telecommunications Partner

The Telecommunications Partner (TP) will provide funding and expertise to improve availability and capacity of broadband in the municipality. At the time the contract is signed, the TP must be a registered business currently providing individual and business access to the internet on Prince Edward Island.

The TP will develop the technical solution and implement infrastructure to improve broadband speed and capacity for residents, businesses, farms, and anchor facilities in the municipality. Also, as a partner, the TP may be a proponent with the Municipality in seeking funding from programs, government, and other sources. The TP will provide support – financial investment, infrastructure and expertise, and will retain ownership of all assets. The Municipality will provide funding towards the project and will also seek additional funding opportunities to expand the areas within the municipality that can be serviced.

1.3 Municipal Responsibility

The Rural Municipality of Miltonvale Park has approximately 1150 residents. The municipality is governed by a Council. The Council is responsible for
(a) providing good government in its municipality;
(b) providing services, facilities or other things that the council considers necessary or desirable for all or part of its municipality;
(c) providing for stewardship of the municipality's public assets;
(d) developing and maintaining its municipality as a safe and viable community; and
(e) encouraging and enabling public participation in matters affecting the municipality.

1.4 Situation Overview

New Requirements for Broadband

In 2009, the CRTC announced a non-binding, aspirational speed target of 5 Mbps download speed by 2015. They hoped this would be achieved through a combination of private investment and government support. This has not occurred in all areas of the municipality. Even though this was a step forward at the time, the extreme expansion of data usage created by the growing demand for new application and services was not anticipated. The explosion in usage and the continued underserving of rural and remote communities prompted the Canadian Radio-Television and Telecommunications Commission (CRTC) (Telecom Regulatory Policy CRTC 2016-496) pursuant to its legislative mandate, to establish the following universal service objective:

Canadians, in urban areas as well as in rural and remote areas, have access to voice services and broadband Internet access services, on both fixed and mobile wireless networks. To measure the successful achievement of this objective, the Commission has established several criteria, including,

- *Canadian residential and business fixed broadband Internet access service subscribers should be able to access speeds of at least 50 megabits per second (Mbps) download and 10 Mbps upload, and to subscribe to a service offering with an unlimited data allowance; and*
- *the latest generally deployed mobile wireless technology should be available not only in Canadian homes and businesses, but on as many major transportation roads as possible in Canada.*

The Rural Municipality of Miltonvale Park has 1148 residents in 493 private dwellings according to the 2016 census. It covers 35.45 square kilometres and has a population density of 32.4 per square kilometer. Miltonvale Park was incorporated in 1974, and includes the areas of North Milton, Springvale and Milton Station, which also includes the South Milton and Sleepy Hollow areas.

The Community is governed by an elected Council and Chair, and has two part-time staff, Chief Administrative Officer and a Development Officer.

The Sleepy Hollow area of the municipality (Heather Drive, Royalty Road, Sleepy Hollow Road and Meadowvale Community, which includes Dawn Drive and Amber Avenue) is the most densely populated section of the community and, as such, is fairly well served with both fiber op and coax cable.

Lower Malpeque Road, Miller Drive and some addresses along Rte 2, at the eastern section of the community also have access to Eastlink coax cable, as does Loyalist Road - to civic number 1238,

leaving about three properties on that road within the municipality's boundaries that are underserved. As these areas already have access to internet speeds over 50 Mbps, they are not of primary concern in this proposal; however, it is recognized that servicing to adjacent areas may require infrastructure to be constructed in areas which are already served by one internet provider.

The rest of the community is generally served by Bell Aliant high speed or ultra high speed, with reported speeds ranging between 1-5 Mbps. Xplornet also serves some properties in the community; however, their use of data caps does make their service unworkable for certain activities.

The Municipality has at least $181,000 in Gas Tax and Municipal funding to contribute towards an internet project to improve the availability of internet within the boundary of Miltonvale Park. Additional funding may also be available for other stages of the project.

The development in the community includes traditional rural farms where the houses are separated by a significant distance, and a number of smaller lots along the roads, in ribbon development.
As the municipality became more attractive to potential home owners, the development of more intensive housing areas occurred, on Miller Drive, Hiddenview and Osprey Drives, Heather Drive and a mini home park, "Meadowvale Community" in Sleepy Hollow. These provide an urban type experience in a rural setting. This has resulted in relatively high density per square kilometer in certain areas. Density ranges from 2.8 civic addresses per kilometer to 33 addresses per kilometer depending upon the area in the community.

Currently the electrical poles along portions of the Rustico Road and the New Glasgow Road are being upgraded, and it is believed the new poles are positioned approximately 50 meters apart.

It is believed that the current providers and service levels in Miltonvale Park are

a. Bell Aliant fiber op (Sleepy Hollow Road, Royalty Road, Heather Drive, Amber Avenue, Dawn Drive),
b. Eastlink coax cable (Sleepy Hollow Road, Royalty Road, Heather Drive, Amber Avenue, Dawn Drive, Lower Malpeque Road, portions of Rte 2, most of Loyalist Road, and a very limited number of homes on Rte 7)
c. Xplornet wireless LTE or satellite (with data caps)
d. Bell Aliant DSL throughout most of the Community, although in come cases, residents are served through re-sellers such as ACN.

The topology of areas within the municipality may limit the effectiveness of mobile and fixed wireless options.

Fiber op or coax cable to home would be considered the preferred option because they can provide up to 1 Gbps to the home, have a long lifespan, are reliable, and provide the ability to access multiple services (TV, phone, internet, etc.). They also do not have performance issues related to factors such as distance (cable) or weather (wireless). The Municipality recognizes that the costs to reach some properties may be prohibitive; and therefore, other solutions may be required for certain locations. More remote locations may be serviced in a second or third stage.

The Municipality has chosen not to specify the network architecture and technical parameters to allow the potential TP maximum flexibility in fulfilling the project objectives. If it is not possible to provide the requested level of service because of technical, regulatory or financial constraints, the respondent will explain the reason(s) for the inability to meet the requirements and provide an alternate solution with the associated costs.

Figure 1 shows the zoning map of the municipality. An electronic version may be found at http://miltonvalepark.com/files/367.pdf

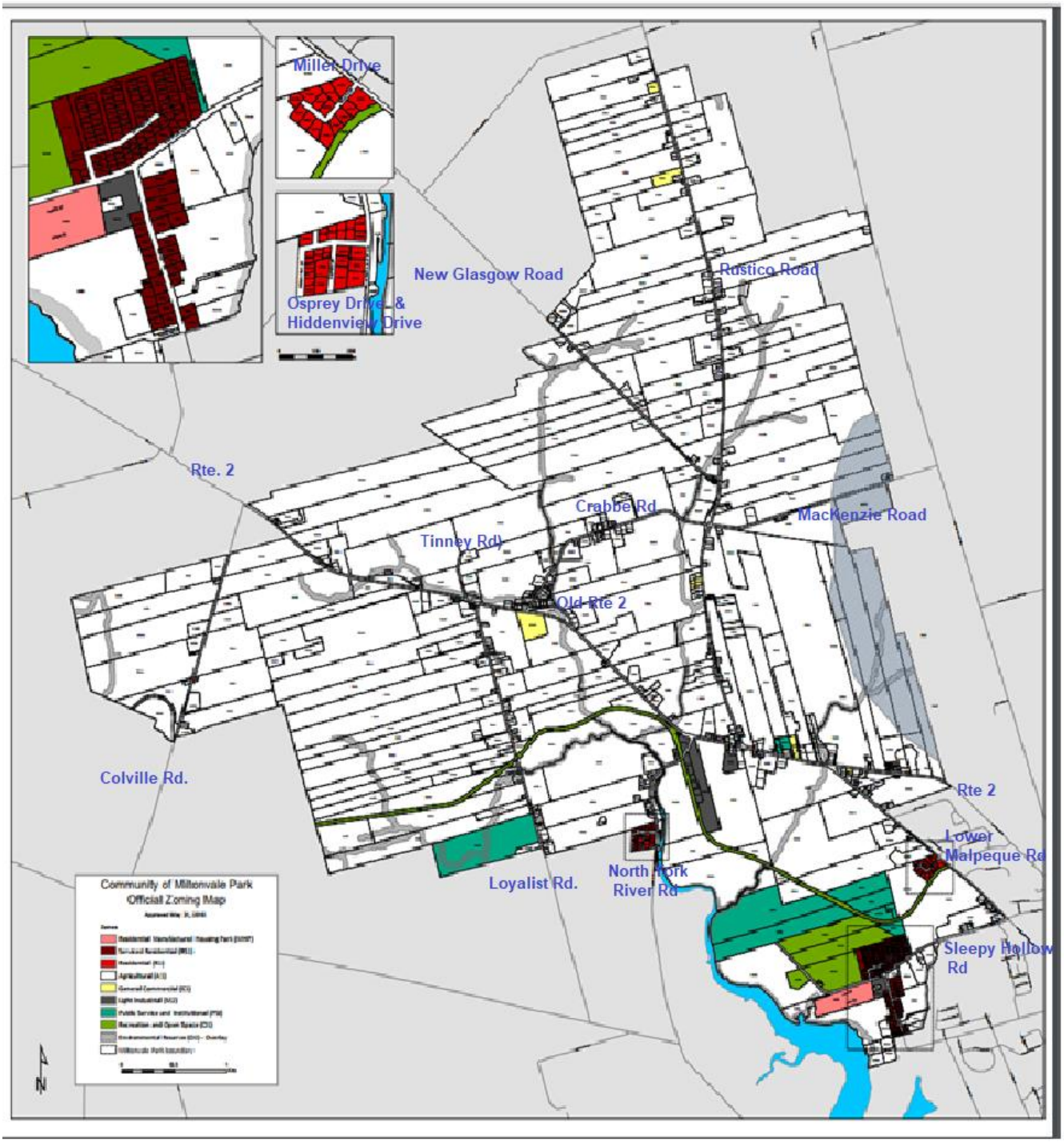

Figure 1 Map of Miltonvale Park

It is expected the network will be scalable to meet increasing demands within the municipality. The respondent must explain how anticipated growth in the number of end users and the continual increase in bandwidth use will be handled.

The respondent shall provide a diagram and explanation of the proposed network.

Requirements:

- A Fiber optic/coax back bone providing a minimum of 100 Mbps scalable to Gigabit speeds or a connection to an existing backbone.
- Point of Presence with sufficient capacity to serve as many properties as possible.
- Residents have initial access to 50/10 Mbps with the ability to "scale up" in the future as needs of the consumer evolve.
- Redundancy, latency, scalability, and reliability will be factored into the selection decision.
- No monthly usage caps or bandwidth restrictions.

The Municipality's expectation is that the pricing to the consumer will be competitive. Although this RFP focuses on providing broadband access to the internet, the Municipality understands that a combination of higher bandwidth and capability of the service provider may enable value-added services. The respondent shall provide the pricing model including any value-added service that may be provided.

Table 1. The section of road in each community is identified. The number of civic addresses as well as the distance in kilometers is provided for the section of road in the community. The information provided in this table is not guaranteed as accurate and must be verified by the respondent
Lower Malpeque Road, portions of Rte 2 and most of Loyalist Road are currently able to access Eastlink coax cable

	lowest civic number	highest civic		TOTAL IN MILTONVALE PARK		
INTERNET			Civic # Range	KM	homes	homes per km
Glengyle Lane	79	89	89	0.445	2	4.5
Hiddenview Drive	17	75	75	0.375	10	26.7
*Loyalist Road	1244	1347	103	0.515	3	5.8
MacKenzie Road	90	431	431	2.155	6	2.8
North York River Road	2541	2763	222	1.11	21	18.9
Osprey Drive	6	24	24	0.12	4	33.3
Route 2	16882	18264	1382	6.91	86	12.4
Rte 7 -Rustico Rd	7	1267	1267	6.335	76	12.0
Serenity Lane	17	35	35	0.175	3	17.1
Crabbe Rd	596	850	254	1.27	25	19.7

New Glasgow Road	7	428	428	2.14	13	6.1
Winsloe Road		1243	0	0	1	
Colville Road	150	417	417	2.085	10	4.8
Old Rte 2	4	92	92	0.46	8	17.4
Springvale Lane	10	31	31	0.155	3	19.4
Tinney Road	40	82	82	0.41	2	4.9
				24.66	272	11.0

Businesses located in underserved areas.

Rustico Road
Meadowview Cottages
Terpstra Country Lodging
Hooper's Plumbing & Heating
Fred Smith – Vehicle Repair
T S Welding & Machinery Repair
Carter Massage Therapy - Angelie Carter
Cameron MacDonald – Kubzy (Gamer) – 1183 Rustico Road
Dexter Organic Farm -

North York River Road
Fitzpatrick Clock Repair

New Glasgow Road
Milton Community Hall & Community of Miltonvale Park -7 New Glasgow Road
Coles Molding & Woodworking Ltd
Island Aerial Imagery - 416 New Glasgow Rd

Rte 2
Spruce Grove Landscaping Services
St John's Anglican Church
Dollar Steel & Welding

Loyalist Road
Faithworks Center

Business and locations in the Community that are believed to be satisfied with their current level of service.
Milton Convenience Store
Miltonvale Park Veterinary Clinic
Meridian Farms
Anne Marie's Family Hairstyling
MacQuarries' Meats
J E Matheson Construction
Tim's Crane Service
CMP Charlottetown Metal Products
Water Tight Plumbing and Heating
Cory's Forestry and Contracting
Frizzell's Autobody
Provincial Correctional Centre
Prince Edward Island Firefighters School
Miltonvale Community Park

1.5 Minimum Requirements for Response:

The Proposal must include the following:

1. Business name (on Administrative Form)
2. Description of business.
3. Contact person including address, phone number, and email address (on Administrative Form).
4. The areas where service is currently provided to the municipality with type of internet coverage and the maximum and average upload/download speeds expected.
5. A diagram of areas which can be serviced with a municipal contribution of approximately $181,000 - $200,000 with an explanation of the proposed infrastructure.
6. A diagram of the remainder of the municipality with approximate current costs to the Municipality to service properties to the 50/10 Mbps requirement, in areas which are logically outlined for your company (i.e. roads, areas on a map) and its infrastructure.
7. A workplan outlining completion date to service the area outlined in section 1.5.5. The portion of the project co-funded by the Municipality must be completed before February 20, 2019 to meet the requirements of the Gas Tax Fund. Identify the dates for major milestones, and a suggested payment schedule.
8. If the proposed speed requirements cannot be fulfilled, provide an explanation of constraint(s) and the service being proposed.
9. Maximum bandwidth, latency and average bandwidth provided to end users, according to areas defined in Section 1.5.5.
10. How the continuing increase in end users and demand for bandwidth will be fulfilled.
11. The pricing model, including installation costs to consumers, monthly rates for internet and bundled packages offered, with introductory and regular pricing (Information to be included with information for Appendix B)
12. Brief description of any additional value, including additional added services.
13. The capability to respond to customers and service outages.
14. Confirmation that insurance requirements as outlined in Appendix F will be met.

1.6 RFP Contact

For the purposes of this procurement the process, the “Primary Contact” shall be:
Shari MacDonald
CAO, Rural Municipality of Miltonvale Park
7 B New Glasgow Road-Rte 224
North Milton PE C1E 0S7

admin@miltonvalepark.com work: 902-368-3090 cell 902-213-0597 (emergency only)

The Council cannot provide any warranty, expressed or implied, as to the accuracy, reliability or completeness of contents of furnished information.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, 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.

Clarification, interpretation, and/or other details may be required in order to prepare your response. Questions regarding this RFP must be submitted in writing (via email) to the primary contact and in the following format only.

Section No.	*Page No.*	*Reference/Subject*	*Clarification Sought*

1.7 Type of Contract

The selected proponent will be required to enter into an agreement with the Municipality for the provision of Municipal funding to carry out agreed upon scope of work. (the "Agreement"). See Appendix G.

1.8 RFP Timetable

Issue Date of RFP	30 January 2018
Deadline for Questions	16 February 2018
Deadline for Issuing Addenda	19 February 2018
Submission Deadline	**26 February 2018 12:00 noon (Atlantic) ***
Municipal Decision	21 March 2018

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

1.9 Submission of Proposals

1.9.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:
Rural Municipality of Miltonvale Park
7 B New Glasgow Road – Rte 224
North Milton PE C1E 0S7

1.9.2 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 1.8. The Proponent is solely responsible for the delivery of its proposal to the exact location indicated in this RFP on or before the Submission Deadline. The Municipality 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 Municipality's clock will be deemed to be correct.

If submissions are delivered by hand, please be aware that the office at the Milton Community Hall (7 New Glasgow Road-Rte. 224, North Milton, at its intersection with the Rustico Road -Rte 7) is open part-time. Office hours are Tuesday from 4:30-6:30 p.m. and Wednesday mornings 9-11 a.m.; however,

the office is open a minimum of twenty additional hours weekly. Contact the office by telephone 902.368.3090 or email admin@miltonvalepark.com to ensure it will be open when you intend to deliver the proposal, or contact 902-213-0597. The office is generally closed when the Bluefield or Charlottetown Rural family of schools in the Public Schools Branch is closed for weather-related reasons.

***** In the event February 26 is a "storm day" and the office is closed, the closing date for the RFP would be moved to Tuesday, February 27 at 12:00 noon. Emergency contact telephone numbers to verify this would be 902-213-0597 or 902-566-2738.

1.9.3 Proposals to be submitted in Prescribed Format

In a sealed package, Proponents should submit their proposal containing three (3) 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 Municipality will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

1.9.4 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 1.9.1. 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.

1.9.5 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 Municipality is under no obligation to return withdrawn proposals.

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

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

2.2 Stage I - Mandatory Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Requirements are as follows:

2.2.1 Administrative Form (Appendix A)

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

2.2.2 Pricing Form (Appendix B)

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

2.3 Stage II – Evaluation Requirements

2.3.1 Product and Services Requirements

The Municipality will review the proposals to determine whether the requirements as set out in the RFP Requirements (Appendix C) have been met. Questions or queries on the part of the Municipality 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 may be excluded from further consideration.

2.3.2 Vendor Qualifications and Experience

The Municipality will review the proposals to determine whether the vendor has the necessary qualifications and experience as set out in the RFP Requirements (Appendix C).

2.3.2 Rated Criteria

The Municipality will evaluate each compliant proposal on the basis of the rated criteria. The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet the minimum points for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Points
D.1 Product and Services Requirements Number of properties with significantly improved internet speed and reliability; Able to meet future consumer needs. improved capacity, minimal latency, resiliency, service pricing comparable to urban areas, and an unlimited data allowance.	45
D.2 Executive Summary	5
D.3 Vendor Qualifications and Experience and Workplan/Completion date	15
D.4 Added Value -Bundling opportunities	5
Subtotal A	70
D.5 Pricing and Pricing Form - Cost to municipality and Cost to individual customers; installation and monthly fees, introductory and regular pricing	30

Total	100

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 Pricing Form (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, evaluation of Stage II. Subtotal A must be 40 out of a possible 70 points or higher to proceed to the scoring of Stage III – Pricing.

2.5 Selection of Highest Scoring Proponent

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

2.6 Notification to Other Proponents

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

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.

3.1.2 Proponents to Follow Instructions

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

3.1.3 Language

All proposals are to be in English.

3.1.4 No Incorporation by Reference

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

3.1.5 References and Past Performance

In the evaluation process, the Municipality 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 Municipality.

3.1.6 Information in RFP Only an Estimate

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

3.1.7 Proponents to Bear Their Own Costs

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

3.1.8 Proposal to be retained by the Municipality

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

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality 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 Municipality may contract with others for goods and services the same as, or similar, to the Deliverables.

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 Municipality is under no obligation to provide additional information, and the Municipality 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 Municipality 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 Municipality, 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 Municipality and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

During the evaluation process, the Municipality 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 Requirements (Appendix C). The Municipality 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 Municipality will notify the selected proponent in writing. The selected proponent and the Municipality shall come to an agreement to the scope of the offering and the terms of the Agreement and satisfy any other applicable conditions of this RFP within twenty-one (21) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of the Municipality's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within twenty-one (21) days of notice of selection, the Municipality 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 Municipality 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 Municipality may disqualify a proponent for any conduct, situation or circumstance, determined by the Municipality, 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 Administrative Form (Appendix A).

3.5.2 Disqualification for Prohibited Conduct

The Municipality may disqualify a proponent, or terminate an agreement entered into if the Municipality, 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 Administrative Form (Appendix A).

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 Municipality, and then only in coordination with the Municipality.

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 Municipality; 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 Municipality 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 Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
(d) the Municipality'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 Municipality 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 Municipality

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

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

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

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Municipality

The Municipality 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 Municipality 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 Municipality and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Municipality 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 Municipality 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 Municipality'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.

APPENDIX A – ADMINISTRATIVE FORM

A.1 Telecommunication Partner Information

Please complete 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: _____ Fax Number (if any): _____

Phone Number: _____

Company Website (if any): _____

Proponent Contact Name and Title: _____

Proponent Contact Phone: _____ Fax (if any): _____

Proponent Contact Email: _____

HST / GST Registration Number (Leave blank if NOT applicable): _____

A.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 contributions set out in the completed Pricing Form (Appendix B).

A.3 Mandatory Forms

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

FORM	INITIAL TO ACKNOWLEDGE
Administrative Form (Appendix A)	_____
Pricing Form (Appendix B)	_____
Products will be CSA / Industry Canada approved	_____

A.4 Pricing

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

A. 5 Addenda

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

A.6 No Prohibited Conduct

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

A.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 Municipality 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:

A.8 Proposal Irrevocable

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

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

A.10 EXECUTION OF AGREEMENT

The proponent agrees that in the event its proposal is selected by the Municipality, it will finalize and execute an Agreement in accordance with the terms of this RFP.

_____	_____
Signature of Witness	Signature of Proponent Representative
_____	_____
Name of Witness	Name of Proponent Representative
_____	_____
Date	Title of Proponent Representative
	I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

Instructions on submitting Pricing.

1. The "Expected Municipal Contribution" amounts shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.

2. The stated Contribution amount for Stage 1, (the most cost-efficient areas to service, as designated by the Telecommunications Partner) should outline, map or describe the areas to be served for the expected Municipal contribution of, at least $181,000, but not more than $200,000, and confirm the contribution required.

3. The stated Contribution amount for the other stage(s) should outline, map or describe the expected contribution that would be required from the Municipality to have internet services provided to other areas which are underserved, if infrastructure was provided at this time. The boundaries of the other stage(s) shall be designated by the Telecommunications Partner, with consideration given to cost efficiency, the number of properties served and the increase in the level of internet services provided.

3. Bidders should propose a financial model that clearly defines how they propose to be compensated.

Telecommunications Partner: _____

Expected Municipal Contribution per stage (as many as are applicable).

Stage 1 -$ _____

Stage 2 - $_____

Stage 3 - $ _____

Stage 4 - $_____

Stage 5 - $_____

On separate page (s), outline the corresponding area which would be served for each contribution.

APPENDIX C – RFP REQUIREMENTS

C.1 Requirements

Awarding of this contract will not be on the basis of price or coverage area only. The Municipality is looking for the best overall value for itself and the end users, residents and businesses.

C.1.5 Vendor Requirement

Bidders must briefly outline their company's service history on Prince Edward Island.

C.2 Executive Summary

Provide a 1-2 page summary of your technical response, highlighting the key features of your proposal. It should allow the evaluation team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.

C.3 Vendor Qualifications and Experience

C.3.1 Demonstrated Expertise

Outline experience with comparable partnerships. Note any similarities to or differences in services offered from this project.

C.3.2 Project References

Provide three project references for any work done by you in the past five (5) years that is similar in nature to the requirements defined in this RFP. 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 for the reference as well as demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

C.3.3 Proposed Project Manager, Resume and References

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP.

Identify the project manager proposed for this project and describe his/her experience. Include two project references, 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

C.3.4 Resource Management

By virtue of responding to this RFP, the Telecommunications Partner is committing to make the proposed resources available when needed and, once a project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

The Municipality 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.

C.4 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 Municipality as a whole.

C.5 Pricing

Each Telecommunications Provider is to provide information requested in Appendix C.

APPENDIX D: RATING CRITERIA

D.1 General Information

The evaluation team will consist of Council members and Staff of the Rural Municipality of Miltonvale Park, who may seek advice from Consultants. It is understood and accepted by the Proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are the judgment of this evaluation team.

To assist in the evaluation of the Responses, the evaluation team may, but is not required to:

• Conduct reference checks relevant to the proposal with any or all of the references cited in a proposal to verify any and all information regarding a Proponent and rely on and consider any relevant information from such cited references in the evaluation of responses.

• Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of Responses.

• Will only seek clarification from a Proponent if the requested information is ambiguous or missing and if such clarification does not offer the Proponent the opportunity to improve the competitive position of its proposal.

The proposal will be examined in accordance with the evaluation process and criteria outlined in the sections below.

Bids that meet the criteria will be scored based on price, usability of the proposed solution, stability of the manufacturer and service provider, references, ability to execute, and value-added services.

D.2 Mandatory Criteria (Pass/Fail)

The proposal must meet all of the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet any one of these criteria, it will receive no further consideration during the evaluation process and shall be deemed noncompliant.

Mandatory Criteria:

1. Proponent must complete, acknowledge and sign Appendix B.
2. Proponent must submit the pricing information requested in Appendix C.
3. Proponent must acknowledge that all equipment will be CSA and Industry Canada approved.

D.3 RFP Requirements Rating Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score of 70% for a category will not proceed to the next stage of the evaluation process.

Product and Service Requirements 45%:

4. Vendor must be able to provide internet with a speed of 50 MBps upload and 10 Mbps download . with no data caps, to as many underserviced addresses in the Municipality as possible for a municipal contribution of $181,000, not including HST. Information from **1.5 Minimum Requirements for Response** will be evaluated.

Executive Summary 5%:

Provide a 1-2 page summary of your technical response, highlighting the key features of your proposal. It should allow the evaluation team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail. It should show an understanding of the requirements of the RFP.

Vendor Qualification – Work Plan and Timelines 15%:

1. Vendor has been providing network and wireless services for at least 3 years.
2. The time line allows work to be completed in a timely manner, and to be completed by February 20, 2019.

Added Value 5%:

'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, training credits, etc., or a combination of these.

If the proposal's score meets or exceeds the minimum qualifying score of 65%, the Pricing response will then be evaluated using the formula below:

D.4 Pricing Scoring

Pricing 30%: The Municipality will review the end costs to the consumer, including installation, and basic and bundled services, during introductory pricing, and regular pricing periods. The number of new properties served to the minimum 50/10 Mbps for the municipal contribution will also be a factor.

APPENDIX E -Rules Governing Use of Gas Tax Revenue by Municipalities:

The Municipality must comply with the Province's requirements for the Gas Tax funding The compete agreement can be accessed online: http://www.infrastructure.gc.ca/prog/agreements-ententes/gtf-fte/2014-pe-eng.html

The more applicable sections are included in Appendices F and G.

Part A - PROCESS FOR FOR-PROFIT ORGANIZATIONS

A municipality wishing to contribute some, or all, of its annual Notional Allocation to a For-Profit organization eligible as an Ultimate Recipient under the GTAA for an eligible project will follow the process outlined below:

1. The municipality will submit the application. The For-Profit organization will participate as a co-applicant and;

2. The municipality must develop an open and fair policy for choosing to which projects it will contribute funds, and supply a copy of the policy to the Infrastructure Secretariat prior to, or with, its NA-CIP application;

3. The municipality will provide a council resolution with the application, supporting the decision to provide some, or all, of its annual Notional Allocation to a particular For-Profit applicant;

4. The municipality will have a Funding Agreement with the For-Profit applicant regarding signing over their portion of the Notional Allocation, and will provide these Funding Agreements to the Infrastructure Secretariat with the application;

5. The municipality will enter into a Funding Agreement with the For-Profit organization(s);

6. The municipality will be responsible for auditing, AER, communications, and other recipient requirements as stated in the Gas Tax Administrative Agreement (GTAA);

7. The municipality will be responsible to see that the project is conducted in accordance with the terms of the Eligible and Ineligible Expenditures and Ultimate Recipient Requirements as found under the Funding Agreement signed with the Province and anything else required by the Province; Appendix C – Insurance requirements of the Province upon the Municipality and the ultimate recipient of the funds.

APPENDIX F: Insurance Requirements from the Province for Projects funded through the Gas Tax Program and Eligible/Ineligible Expenses.

The Municipality must comply with the Province's requirements for the Gas Tax funding; the Telecommunications Partner would be considered the Ultimate Recipient:

Part A: Insurance

SECTION 6 OF THE FUNDING AGREEMENT DEALING WITH INSURANCE

PLEASE ENSURE THAT YOU HAVE THE CORRECT INSURANCE IN PLACE AND PROVIDE THE CORRECT PAPERWORK REQUIRED.

6.0 Insurance

6.1 Prior to the signing of this Agreement, and on each anniversary date thereof and on the anniversary date of the insurance policy if different from the anniversary of the beginning construction of the Project(s) until the Agreement has been fulfilled, the Ultimate Recipient shall provide evidence sufficient to the Project Review Committee of Commercial General Liability Insurance in the minimum amount shown, with the specifics as outlined in Section6.2:

(a) For Projects with total Eligible Costs of less than Five Hundred Thousand ($500,000.00) Dollars, a limit of Two Million ($2,000,000.00) Dollars; or

(b) For Projects with total Eligible Costs of Five Hundred Thousand ($500,000.00) Dollars or more, a limit of Five Million ($5,000,000.00) Dollars.

6.2 The Ultimate Recipient shall provide and maintain the following insurance policies in force during this Agreement. All policies shall be issued by insurers maintaining a minimum A.M. Best "A-" rating licensed to carry on business in Canada and shall be subject to approval by the Province, acting reasonably.

a) Commercial General Liability insurance with an insured limit as shown in Paragraph 6.1 (a) or 6.1 (b) for the limit of not less than the amount shown on a per occurrence basis covering bodily injury, death and damage to property, including loss of use, and not less than the same limit required in 6.1(a) or 6.1 (b) per occurrence and in the annual aggregate for products liability and completed operations.

All coverages as noted below shall be included but not limited to the Commercial General Liability coverage:

i. premises, property and operations liability;
ii. products liability and completed operations;
iii. blanket contractual liability;.
iv. contingent employers' liability;
v. personal injury liability; \
vi. non-owned licensed motor vehicle (automobile) liability;
vii. sudden and accidental pollution liability;

viii. water craft coverage (if applicable); and
ix. fire fighting expense liability.

This insurance shall be in the name of the Ultimate Recipient, and name the Province and their respective Ministers, elected and appointed officials, officers, employees and agents, as an additional named insured to the extent of the Ultimate Recipient's legal liability for claims for property damage, bodily injury, including death and personal injury, arising from the operations of the Ultimate Recipient, its employees, agents and contractors, and shall include both cross liability and severability of interest clauses;

b) If the Project consists of or involves in any way work or a professional nature, such as engineering, engineering design, construction management, architectural work or any other professional service identified, then Professional (Errors & Omissions) Liability Insurance with an insured limit of not less than two million dollars ($2,000,000.00) per claim and in the annual aggregate covering legal liability for economic losses arising from the performance of work provided under economic losses arising from the performance of work provided under this Agreement shall be secured. The policy will be maintained for a period of not less than six (6) years following the expiration or early termination of this Agreement if required by the type of work performed in the opinion of the Project Review Committee;

c) Automobile liability insurance in respect to owned or leased licensed motor vehicles with an insured limit of not less than two million dollars ($2,000,000.00) per accident covering bodily injury, death and damage to property including loss of use thereof;

d) If the Project consists of or involves in any way work in or on boats or marine craft of any type, whether powered or not powered, or if the Project involves any use of aircraft, then the Ultimate Recipient shall provide evidence of such insurance particulars and amount and with an insurer all as required by the Province designed specifically for marine and water exposures or those related to airports or aviation. Said requirements shall be no less in terms of overall limits, based on the size of the contracts. The Province specifically reserves the right to modify this paragraph should such work be contracted and prior to the start of any work under the agreement.

6.3 In addition to the insurance requirements contained in paragraphs 6.1 and 6.2 herein, the Ultimate Recipient shall also provide evidence sufficient to the Province of the following insurance, as in the opinion of the Project Review Committee is applicable to the Project(s), and which evidence shall be provided by the Ultimate Recipient prior to the signing of this Agreement, and on each anniversary date thereof until the Agreement has been fulfilled:

a) If the Project consists of a renovation to an existing building or structure, then the Ultimate Recipient shall provide evidence of Course of Construction Property Insurance, that is all risk, replacement cost blanket limit, with an agreed amount endorsement and

includes boiler and machinery coverage where applicable in the opinion of the Project Review Committee. Said coverage will include completed operations coverage for 24 months after completion to the full value of the building or structure as required by the Project Review Committee. Coverage for explosion, collapse and underground exposure shall be included along with loss of use.

b) If the Project consists of construction of a new building or structure, then the Ultimate Recipient shall provide evidence of Course of Construction Property Insurance, that is all risk, replacement cost blanket limit, with an agreed amount endorsement and includes boiler and machinery coverage where applicable in the opinion of the Project Review Committee. Said coverage will include competed operations coverage for 24 months after completion to the full value of the building or structure as required by the Project Review Committee.

6.4 In all insurance policies required under paragraphs 6.1, 6.2 and 6.3 herein:

a) There shall be an endorsement stating that the insurer will provide 30 days' notice to the Province's Risk Manager (or the acting or assistant) of cancellation or material change in coverage;

b) The insurer shall acknowledge that the policy is primary and any other insurance policies that may be in effect or any other sources of recovery the including the Government of Prince Edward Island's Self Insurance and Risk Management Fund shall not contribute in any way to any judgments, awards, payments, or cost or expenses of any kind whatsoever made as a result of actual or alleged claims. The Ultimate Recipient shall provide the Province with current certificates of insurance, in a form and content reasonably acceptable to the province, evidencing the required insurance policies hereunder within ten (10) days of the Effective Date and on each renewal of the insurance policies thereafter. Umbrella insurance may be used to achieve the required insured limits above.

6.5 If the Ultimate Recipient fails to maintain the required insurance described herein, the Province may, but has no obligation to, pay the premium therefore and obtain reimbursement from the Ultimate Recipient. The Ultimate Recipient's required insurance shall be primary except to the extent of claims arising from the negligence.

6.6 Nothing in this Section 6 shall be construed to limit the liability of any insurer of any insurance required under Section 6. For further clarification, Ultimate Recipient shall waive any limitation of rights of recovery where an insurer of any policy listed in Section 6 is responding, is expected, or is waiting to respond to a claim and the insurer shall not be limited in its liability by reason of this section 6, except to the limit established.

Part B – Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- the expenditures associated with acquiring, planning, designing, constructing or renovating a Tangible Capital Asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
    - studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
    - training directly related to Asset Management Plans; and,
    - long-term Infrastructure plans.
- the expenditures directly associated with joint communication activities and with federal signage for GTF-funded projects.
- Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
    - the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
    - the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
    - the arrangement is approved in advance and in writing by the Province.
- Administration expenses of the Province related to program delivery and implementation of this Administrative Agreement, in accordance with Section 6 (Administration Expenses) of Annex B (Terms and Conditions).

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- project expenditures incurred before April 1, 2005;
- project expenditures incurred before April 1, 2014 for the following investment categories:
    - highways;
    - regional and local airports;
    - short-line rail;
    - short-sea shipping;
    - disaster mitigation;
    - broadband connectivity;
    - brownfield redevelopment;
    - cultural infrastructure;
    - tourism infrastructure;
    - sport infrastructure; and

    - recreational infrastructure.
- the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- purchase of land or any interest therein, and related costs;
- legal fees; and
- routine repair and maintenance costs.

APPENDIX F – FORM OF AGREEMENT

S A M P L E C O N T R A C T
NAME OF AGREEMENT

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

BETWEEN: RURAL MUNICIPALITY OF MILTONVALE PARK, as represented by

_____, Mayor

(hereinafter referred to as "Municipality")

OF THE FIRST PART;

AND: _____

of _____

in _____ County, Province of _____,

(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

WHEREAS the Municipality 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 the Municipality 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 .....

Covenants of the Contractor and Municipality

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

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) Subject to the termination clause contained in the Termination section of this Agreement and n 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. The Municipality shall make payments to the Contractor in the following manner:
(a) Payment for the Work shall be a fixed lump sum of $_____ , inclusive 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) 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.

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

(d) Subject to statutory limitations, the Contractor shall not, without the written consent of the Municipality, dispose of the accounts, records, invoices, receipts and vouchers related.

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 the Municipality.

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

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

(c) The Contractor, before undertaking any Work shall provide to the Municipality 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 the Municipality 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.

Reports

7. (a) The Contractor shall make interim reports as the Municipality may direct.

(b) The Contractor shall prepare and submit a draft final report for review and approval of the Municipality not later than the ____ day of _____ 20__. The Municipality 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 Municipality not later than the _____ day of _____, 20__ unless the Parties agree otherwise in writing.

Administration

8. The Municipality 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

9. Notwithstanding other provisions of this Agreement, the Municipality 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 Municipality 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 the Municipality, 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 the Municipality to the Contractor on account.

10. 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

11. 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 the Municipality, unless the information, knowledge or data is generally available to the public.

12. 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 Municipality and shall not be distributed, released, transmitted or used in any way, via any media,

outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of the Municipality.

Conflict of Interest

13. 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 the Municipality, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event the Municipality discovers or is notified by the Contractor of an actual or potential conflict of interest, the Municipality, in its sole discretion, may either:
(a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of the Municipality or
(b) terminate the Agreement in accordance with the Termination section of this agreement.

Indemnification and Insurance * This section will be modified to meet the Province's requirements for ultimate recipients for the Insurance requirements of the Province upon the Municipality and the ultimate recipient of the funds. See Appendix

14. The Contractor shall indemnify and hold harmless the Municipality, 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.

15. 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 the Municipality and to the Project Funder- the Province of Prince Edward Island

(a) Commercial General Liability insurance in an amount not less than $ [minimum $2,000,000.00 CAD] inclusive per occurrence against bodily injury and property damages. The Municipality of Miltonvale Park and the Government of Prince Edward Island are 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 Insured;
- Broad Form Property Damage;

(b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than $ [minimum $1,000,000.00 CAD].

(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 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 Municipality and the Province. All required insurance shall be endorsed to provide the Municipality and the Province 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 Municipality and the Province. A certified copy of the policy, or policies, shall be delivered to the Municipality prior to execution of this Agreement. Default of delivery to the Municipality or receipt of the certified copy of the policy, or policies, by the Municipality shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

16. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Municipality.

17. 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.

18. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the province of Prince Edward Island.

APPENDIX G: CHECKLIST

STAGE I – MANDATORY REQUIREMENTS

◯ 1. Completed Administrative Form

◯ 2. Completed Pricing Form

STAGE II – RFP REQUIREMENTS

◯ 3. Provide Executive Summary

◯ 4. Provide vendor experience and three references.

◯ 5. Provide project manager experience, resume and two references.

◯ 6. Provide resources experience, resume and two references.

◯ 7. Added Value

◯ 8. Information Requested in 1.5

STAGE III – PRICING

◯ 9. Contribution Information and Areas to be Served.