

REQUEST FOR PROPOSALS (RFP)

RFP #2009121

PROJECT MANAGEMENT SERVICES

On behalf of

The New Brunswick Departments of Health and Social Development

January 6, 2009

TABLE OF CONTENTS

1	Summary of Key Information.....	3
1.1	Issue Date:.....	3
1.2	Closing date:	3
1.3	Submit responses:	3
1.4	Inquiries:.....	3
1.5	Proposals must be signed and include:	3
1.6	Please use the RFP number on all correspondence.	3
1.7	Number of Proposals Allowed.....	4
	Vendors will be allowed to submit up to six (6) resources to be considered for this RFP.	
	The six proposals must be limited to three (3) for each of the project manager and combined project manager / business analyst lists.....	4
2	Schedule of Events.....	5
2.1	Event Summary	5
2.2	Closing Date.....	5
2.3	Evaluation.....	5
2.4	Important Notice to Vendors	5
2.5	Questions From Vendors	5
2.6	Materials Provided	6
2.7	Materials Requested.....	6
2.8	RFP Terminology	6
3.0	Department/Situation Overview	7
3.1	Purpose	7
3.2	Term of Contract.....	7
3.3	Existing RFP list	7
3.4	Area of Business	8
3.5	Background.....	8
3.6	Department Responsibilities	8
3.7	Resource Responsibilities	8
4.0	Selection Criteria.....	10
4.1	Proposal Content and Format	10
	I. Title Page:.....	10
	II. Letter of Introduction:	10
	III. Table of Contents:	11
	IV. Executive Summary:	11
	V. Response to Requirements:	11
	VI. Response to Mandatory Requirements:.....	11
	VII. Financial Statements:	11
	VIII. Reference Checks:	11

4.2	Vendor Requirements and Response Template – PM Role	12
4.3	Vendor Requirements and Response Template – PM/BA Role	19
4.4	Evaluation Criteria	26
5.0	Terms and Conditions	26
5.1	Inquiries	26
5.2	Notification of Changes	26
5.3	Changes to Proposal Wording	27
5.4	Additional Information.....	27
5.5	Late Proposals	27
5.6	Ownership of Proposals	27
5.7	Vendor Expenses.....	27
5.8	Substitution of Resources:	27
5.9	Negotiation Delay.....	27
5.10	Indemnity.....	28
5.11	Acceptance of Proposals	28
5.12	Definition of Contract	28
5.13	Liability for Errors.....	28
5.14	Acceptance of Terms.....	29
5.15	Contract Administrator.....	29
5.16	Replacement Personnel	29
5.17	Compliance with Laws	29
5.18	Confidentiality and Security.....	29
5.19	Firm Pricing	30
5.20	Intellectual Property Rights	30
5.21	Currency and Taxes.....	30
6.0	Enquiry Contacts	31
7.0	Appendices	31
7.1	Background Department of Health	31
7.2	Background Department of Social Development	31
7.3	Meal and Kilometer Allowances	31
7.4	Contract.....	31
7.5	Qualified Vendors from Original RFP	32

1 Summary of Key Information

1.1 Issue Date: January 6, 2009

1.2 Closing date:

February, 4^h, 2009 at 1:30 pm Fredericton N.B. time.

1.3 Submit responses:

Mail to:
Central Tendering Branch
P. O. Box 8000
Room 205, Marysville Place
Fredericton, NB E3B 5H6

Hand Deliver to:
Central Tendering Branch
20 McGloin Street
Room 205, Marysville Place
Fredericton, NB E3A 5T8

1.4 Inquiries:

For questions about this Request for Proposal (see also section 5.1) contact:

Jean Martell
Central Purchasing Branch
P.O. Box 8000
Room 205, Marysville Place
Fredericton, NB E3B 5H6
Telephone: (506) 444-4107
Fax: (506) 444-4200

1.5 Proposals must be signed and include:

- **One (1) Original Functional proposal.** The original should be left unbound and clearly marked ORIGINAL on the title page.
- **Six (6) Copies of the Functional proposal.** One of the copies should be left unbound. All copies shall be clearly marked COPY on the title page. Proposals without the correct number of copies may be rejected.
- **Two (2) electronic copies, in MS Office XP format – MSWord file (.doc),** on separate compact disks.

1.6 Please use the RFP number 2009121 on all correspondence.

1.7 Number of Proposals Allowed

Vendors will be allowed to submit up to **six (6)** resources to be considered for this RFP. The six proposals must be limited to **three (3)** for each of the project manager and combined project manager / business analyst lists.

2 Schedule of Events

2.1 Event Summary

- 06/01/2009 RFP Issue Date
- 02/04/2009 RFP Closing Date

2.2 Closing Date

The signed original, six paper copies and two electronic copies of each proposal are to be submitted on the date and at the location specified in the **Summary of Key Information** in Section 1.0. The outside of the proposal package must include the Proposal number 2009121 and the closing date February 4, 2009.

2.3 Evaluation

Proposals will be evaluated according to the process defined in **section 5.2** and the evaluation criteria defined in **section 5.3**.

2.4 Important Notice to Vendors

The resource being procured by this Request for Proposal will manage key E-health initiatives for the Department of Health and initiatives for the Department of Social Development. The Province wishes to have unbiased project management activities performed for these projects.

Therefore, vendors who are selected to be on the qualified list as a result of this Request for Proposals will be excluded from proposing as a prime on future Request for Proposals for the actual design, development, programming and implementation of the system and project they have been managing. This does not preclude the vendors from remaining on to perform project management activities for those phases or projects, nor does it preclude vendors from bidding on projects different than the ones they have been managing.

Due to the flexibility required in assigning projects and tasks, for example best fit, timing etc., there will be no ability for the vendor to select which project they wish to manage.

2.5 Questions From Vendors

The Province will make every effort to address questions from vendors to clarify points to enable the vendors to make clear and timely responses within the constraints

specified. Questions will be accepted from the vendors up to and including January 14th, 2009.

2.6 Materials Provided

This document and its appendices constitute the only materials provided to the organizations receiving this request. The information contained in these documents is believed to be accurate, but is subject to change.

2.7 Materials Requested

To assist with the reading and assimilation of content received, respondents are requested to answer the questions in the order given wherever possible. If questions are answered directly by attached brochures, white papers etc, then a simple reference to that material will suffice.

2.8 RFP Terminology

Throughout this Request for Proposals (RFP), terminology is used as follows:

- “Province” in this case represents the Departments of Health and Social Development
- "contractor" means the successful vendor to this RFP who enters into a written contract with the Province,
- “DH”, “DoH” or “department” means the Department of Health,
- “SD” means the Department of Social Development
- “full-time” means 7 1/2 hours per day from Monday to Friday excluding holidays,
- "must", “shall”, “will”, "mandatory", "required", "essential", etc. means a requirement that needs to be met in order for the proposal to receive consideration,
- “per diem” means a daily fee, and is based on 7 ½ working hours in a day,
- “project management” means all activities undertaken to control the scope, cost and quality of a project,

- “Business Analysis” means all activities undertaken to assist the Province’s subject matter experts in defining and documenting their business requirements
- “NB”, “Province of New Brunswick”, means Her Majesty the Queen in Right of the Province of New Brunswick and includes the Central Purchasing Branch of the Department of Supply and Services,
- “should”, “desirable”, “is requested to”, etc. means a requirement having a significant degree of importance to the objectives of the Request for Proposal,
- “vendor” means: (a) a single company, (b) a company with sub-contractors, or (c) a consortium of companies with a prime vendor, submitting a proposal under this

3.0 Department/Situation Overview

3.1 Purpose

The purpose of this RFP is to create a qualified list of up to 25 resources. Fifteen (15) of which will be considered for strictly project management activities. The remaining ten (10) resources will require both project management and business analysis skills. For longer term engagements, 1-3 years, each department will be looking for resources with significant focused project management skills. However, in short term engagements, 3-12 months, the resource may be asked to fill a dual role of business analysis and project management. The DH and SD will use this qualified list to select resources to fill either role, as appropriate to manage projects and/or phases of projects.

Both the DH and SD will have the ability to contract for these services from a vendor on the qualified list without returning for procurement. The selection of the vendor from the list will be based on resource fit and availability. An interview may be requested prior to a formal offer from the department.

3.2 Term of Contract

The qualifications lists for Project Manager and Project Manager/Business Analyst will be valid for a period of 24 months from the date of closing this RFP.

3.3 Existing RFP list

Vendors who have been engaged via the current RFP# 200709607 do not need to reapply for those specific individuals already accepted for that PM list. The vendor need only respond to indicate that they would like to maintain the specific

resource on the PM list and will be permitted to refresh the per diem rate. The vendor will have to propose the resource again to qualify on the combined PM / Analyst role.

3.4 Area of Business

The area of business will be Fredericton, N.B., and the vendor resources must be available in Fredericton during regular department business hours (Monday through Friday, 8 AM to 5 PM, Atlantic Standard Time) and at occasional pre-rearranged times during the evening and weekends. Travel costs incurred travel to and from the area of business will be at the expense of the candidate and will not be reimbursed by the Province nor shall the travel time be as billable time.

3.5 Background

See appendix A and B for descriptions of the technical and business environments for both DH and SD.

3.6 Department Responsibilities

During the length of the contract, the Department will provide the contractor resource (s) with the following:

- office space in Fredericton, NB,
- a personal computer,
- Microsoft Office, MS Visio and MS Project,
- McAfee Virus Scan, and
- Server capacity (e-mail accounts and personal server storage space).

The Client shall reimburse contractor for reasonable expenses incurred by contractor in the performance of the Services, provided contractor has received the prior written approval of the Client to incur them, which approval shall not be unreasonably withheld. Claims for expenses incurred by contractor shall be submitted payment in accordance Government of New Brunswick Travel Policy (#AD-2801) with no mark-up by the contractor. See Appendix C for current travel and meal rates.

3.7 Resource Responsibilities

Duties of the Project Managers may include all or any of the following:

Perform the project management tasks listed below as required according to the established Project Management Framework:

- Project scope, schedule and cost management using project management methodologies and procedures from project initiation to close-out;
- Define and document the objectives for the project; determine budgetary requirements; the composition, roles and responsibilities, and terms of reference for the project team;
- Manage project timelines resource planning and monitoring;
- Manage budget planning and monitoring;
- Communication planning, coordinating and implementation;
- Issue and risk management to address areas of concern, changes in scope, and budget overruns etc.;
- Team management; including external and internal resources;
- Quality assurance methodologies and procedures to verify the quality of deliverables and to verify that deliverables meet requirements;
- Coordination of potential procurement activities e.g. RFP process;
- Management of Project Execution activities (Change Control, Issue/Risk Management, Project Team Coordination, Implementation and Transition);
- report progress of the project on an ongoing basis, and at scheduled points in the life cycle to the sponsors of the project;

Additional tasks will include, but not be limited to:

- Preparation and presentation of project status reports to management, Steering Committee etc.;
- Presentations to external stakeholders, special interest groups, Health Canada as necessary;
- Coordinating/conducting workshops to elicit requirements, process flows (As Is, To Be)

Duties of the Project Manager / Business Analyst may include all or any of the following:

Perform the project management / Business Analyst tasks include all of the project manager duties mentioned above and well as the business analyst duties listed below as required according to the established Project Management Framework:

- Act as liaison between the project team, business owner's team, application support team, and operations and technical support team
- Gather and document business and systems requirements, including design, functional, process, and data requirements
- Lead facilitated sessions in order to gather and /or confirm business and systems requirements
- Prepare and present proposed business solution and systems, and document approval for the proposed solution
- Document business and systems solution, and related business and systems processes
- Oversee and complete, as required, risk assessment process including documenting results
- Oversee and complete, as required, business and systems change management functions
- Gather and document business and systems testing requirements
- Oversee and complete, as required, solution testing and results documentation
- Oversee and complete, as required, knowledge transfer between the business project team and business owner's team
- Oversee and complete, as required, knowledge transfer between systems development team to applications systems support, and operations and technical support teams
- Oversee and complete, as required, the solution implementation and post-implementation support

4.0 Selection Criteria

Proposals not meeting any mandatory requirement will be disqualified without further consideration. Vendors may only submit a maximum of three (3) resources to be considered for each of the PM and PM/BA resource lists, including those that are currently qualified. This could result in a maximum of six (6) proposals.

4.1 Proposal Content and Format

Vendors are requested to conform to the instructions given regarding proposal preparation, submission and format as outlined below in order to provide consistency in vendor response. The proposal should be structured as follows:

I. Title Page:

Showing Request for Proposal number, vendor name and address, closing date and time, telephone number, and contact person.

II. Letter of Introduction:

One page, introducing and identifying the name of the vendor and signed by the person (s)

authorized to sign on behalf of, and bind the vendor to statements made in response to this Request for Proposals.

III. Table of Contents:

Include page numbers.

IV. Executive Summary:

Include a short non-technical, one or two-page summary of the key features of the proposal with the pricing information.

V. Response to Requirements:

The Vendor must clearly respond to the table of requirements outlined in section 4.2. The vendor should fill in the Vendor Response column of section 4.2 and include the completed table with their response.

VI. Response to Mandatory Requirements:

The vendor must clearly respond to any requirement identified as Mandatory in the RFP Scoring Weight criteria, failure to do so will result in disqualification of the response.

VII. Financial Statements:

Copies of financial statements or vendor information other than that specifically requested in this Request for Proposals are not required. However, this information may be requested before any contract is entered into, and must be provided within 5 days of request.

VIII. Reference Checks:

The Department reserves the right to discontinue evaluation of vendor proposal based on poor reference checks.

4.2 Vendor Requirements and Response Template – PM Role

The Vendor must clearly identify whether the proposed resource should be considered for the PM role, the PM/BA role or both. Two templates appear in this section, one for the PM role (4.2) and one for the PM/BA role (4.3). If the vendor is proposing the resource for both roles, both templates must be submitted. The vendor must provide the following information based on the format provided below for the PM role:

ID#	Scoring Weight	Requirements	Vendor Response
Vendor Profile			
1.1	Mandatory	A vendor profile must be submitted. Concise, relevant information must be submitted to clearly identify the vendor's capability, skill set, and suitability. Each proposal should contain the following information: - the correct legal name of the proposing vendor and a brief history, - the vendor's fields of expertise, with emphasis on those relevant to this RFP, - the number of professional staff, - number of years in business, - the legal name, brief history and fields of expertise of any proposed contractors, - ability to address the requirements, and - any other relevant, supporting data that would be of assistance in evaluating a respondent's proposal.	
Proposed Approach			
2.1	Mandatory	The Vendor must clearly demonstrate their understanding of project management by proposing their approach to project management.	

ID#	Scoring Weight	Requirements	Vendor Response
		The Vendor should briefly describe their change management, risk, and issue management methodologies to be used.	
2.2	High	Please state how the vendor has applied their project management approach, methodologies, framework, and process in day to day practice on projects.	
Project Management Resource			
3.1	Mandatory	The Project Manager should have an undergraduate university degree in Computer Science or related discipline or certification in Information Technology from a recognized community college. An equivalent combination of training and experience may also be considered. Please identify briefly how the proposed resource meets these requirements.	
3.2	Mandatory	The Project Manager must have seven (7) years of Project Management experience in the management of application development projects. The entire seven (7) years of project management experience must have been obtained since August 1, 1995. Please identify briefly how the proposed resource meets these requirements.	
3.3	Mandatory	The Vendor must provide evidence of experience in a similar role by referencing a project that the proposed Project Manager has successfully supported for clients since August 1, 1995. The project should incorporate the responsibilities and duties described in section 3.7 of this RFP.	

ID#	Scoring Weight	Requirements	Vendor Response
		The response should include as a minimum: • description of the project, • name of client organization, • confirmation of each client's willingness to be contacted by the Province of New Brunswick, • name, title, and telephone number of client contact, • dollar value of the contract to the vendor, • number of vendor resources on the project, and • beginning and end dates (month-year) of the project	
3.4	High	The Vendor shall provide evidence of experience in similar projects by referencing <u>a second</u> relevant project that the proposed Project Manager has successfully supported for clients since August 1, 1995. The project should incorporate the responsibilities and duties described in section 3.7 of this RFP. The response should include as a minimum: • description of the project, • name of client organization, • confirmation of each client's willingness to be contacted by the Province of New Brunswick, • name, title, and telephone number of client	

ID#	Scoring Weight	Requirements	Vendor Response
		contact, - dollar value of the contract to the vendor, - number of vendor resources on the project, and - beginning and end dates (month-year) of the project	
3.5	High	Experience in project activities from initiation to close out. (i.e. scope, schedule, resource and cost management). Please identify briefly how the proposed resource meets these requirements.	
3.6	Medium	Experience in specific project execution activities, including issue/risk management, change control, implementation and transition. Please identify briefly how the proposed resource meets these requirements.	
3.7	Low	Experience with the coordination of procurement activities, such as RFP processes. Identify any public procurement experience. Please identify briefly how the proposed resource meets these requirements.	
3.8	Medium	Communication planning, coordinating and implementation. Including presentations to both internal and external stake holders. Please identify briefly how the proposed resource meets these requirements.	

ID#	Scoring Weight	Requirements	Vendor Response
3.9	Medium	The Project Manager shall have a demonstrated capability of managing a team of specialists, system analysts and programmers on information technology development projects. Please identify briefly how the proposed resource meets these requirements.	
3.10	Medium	The Project Manager shall also have considerable experience with a structured project management methodology and a change management methodology. Please identify briefly how the proposed resource meets these requirements.	
3.11	Low	The Project Manager should have experience with Microsoft Office including Word, Visio, Excel, MS Project and PowerPoint. Please identify briefly how the proposed resource meets these requirements.	
3.12	Low	Written and spoken competency in English is required. Written and spoken competency in French is considered an asset. Please identify your language competencies.	
3.13	Low	Recognized Project Management certification is considered an asset. For example, PMP designation by PMI. Please identify the certification, when it was received and if the certification is still current.	
Pricing			
4.1	Mandatory	Please identify the per diem rate for year 1	

ID#	Scoring Weight	Requirements	Vendor Response
		The per diem rates will be fixed for the term of the contract and are to be all-inclusive. The rates should include for example: administrative overhead, vendor employee benefits, accommodation costs, travel costs between Fredericton, NB and the vendor's office, etc. if applicable. Per diems should not include the cost of travel within New Brunswick, since the department will reimburse the vendor for those costs at the Province of New Brunswick Employee Travel Expense rates as per Appendix C. The contractor will bill the department each month at the quoted per-diem rates for the time actually worked by the resource, and also for in-Province travel expenses. The contractor will not bill the department for employee travel time or mileage between Fredericton, NB and the vendor's office or the employee's home.	
4.2	Mandatory	Please identify the per diem rate for year 2 The per diem rates will be fixed for the term of the contract and are to be all-inclusive. The rates should include for example: administrative overhead, vendor employee benefits, accommodation costs, travel costs between Fredericton, NB and the vendor's office, etc. if applicable. Per diems should not include the cost of travel within New Brunswick, since the	

ID#	Scoring Weight	Requirements	Vendor Response
		department will reimburse the vendor for those costs at the Province of New Brunswick Employee Travel Expense rates as per Appendix C. The contractor will bill the department each month at the quoted per-diem rates for the time actually worked by the resource, and also for in-Province travel expenses. The contractor will not bill the department for employee travel time or mileage between Fredericton, NB and the vendor's office or the employee's home.	

4.3 Vendor Requirements and Response Template – PM/BA Role

The Vendor must clearly identify that the proposed resource should be considered for the PM role, the PM/BA role or both. Two templates appear in this section, one for the PM role (4.2) and one for the PM/BA role (4.3). If the vendor is proposing the resource for both roles, both templates must be submitted.

The vendor must provide the following information based on the format provided below for the PM/BA role:

ID#	Scoring Weight	Requirements	Vendor Response
Vendor Profile			
1.1	Mandatory	A vendor profile must be submitted. Concise, relevant information must be submitted to clearly identify the vendor's capability, skill set, and suitability. Each proposal should contain the following information: • the correct legal name of the proposing vendor and a brief history, • the vendor's fields of expertise, with emphasis on those relevant to this RFP, • the number of professional staff, • number of years in business, • the legal name, brief history and fields of expertise of any proposed contractors, • ability to address the requirements, and • any other relevant, supporting data that would be of assistance in evaluating a respondent's proposal.	
Proposed Approach			
2.1	Mandatory	The Vendor must clearly demonstrate their understanding of project management by proposing their approach to project management. The Vendor	

ID#	Scoring Weight	Requirements	Vendor Response
		should briefly describe their change management, risk, and issue management methodologies to be used.	
2.2	High	Please state how the vendor has applied their project management approach, methodologies, framework, and process in day to day practice on projects.	
Project Management / Business Analysis			
3.1	Mandatory	The Project Manager / Business Analyst should have an undergraduate university degree in Computer Science or related discipline or certification in Information Technology from a recognized community college. An equivalent combination of training and experience may also be considered. Please identify briefly how the proposed resource meets these requirements.	
3.2	Mandatory	In order to qualify for both the Project Manager / Business Analyst component of this RFP the resource must have five (5) or more years of business analysis experience in performing the system or business analyst role, in addition to five (5) years of PM experience. The entire five (5) years of business analysis experience and five (5) years of PM experience must have been obtained since August 1, 1995. Please identify briefly how the proposed resource meets these requirements.	
3.3	Mandatory	The Vendor must provide evidence of experience in similar projects by referencing a relevant project that the proposed Project Manager / Business Analyst has successfully supported for clients since August	

ID#	Scoring Weight	Requirements	Vendor Response
		1, 1995. The project should incorporate the responsibilities and duties described in section 3.7 of this RFP. The response should include as a minimum: • description of the project, • name of client organization, • confirmation of each client's willingness to be contacted by the Province of New Brunswick, • name, title, and telephone number of client contact, • dollar value of the contract to the vendor, • breakdown of project management / business analyst activities performed , and • beginning and end dates (month-year) of the project	
3.4	High	The Vendor shall provide evidence of experience in similar projects by referencing <u>a second</u> relevant project that the proposed Project Manager / Business Analyst has successfully supported for clients since August 1, 1995. The project should incorporate the responsibilities and duties described in section 3.7 of this RFP. The response should include as a minimum: • description of the project,	

ID#	Scoring Weight	Requirements	Vendor Response
		• name of client organization, • confirmation of each client's willingness to be contacted by the Province of New Brunswick, • name, title, and telephone number of client contact, • dollar value of the contract to the vendor, • breakdown of project management / business analyst activities performed, and • beginning and end dates (month-year) of the project	
3.5	High	The Project Manager / Business Analyst shall also have considerable experience with project management methodology, a systems development methodology and a change management methodology. Please identify briefly how the proposed resource meets these requirements.	
3.6	High	The Project Manager / Business Analyst shall have a demonstrated capability of requirements gathering and documenting, consensus building, business user / application development team liaison, workflow analysis and development, presentation and facilitation skills. Please identify briefly how the proposed resource meets these requirements.	
3.7	High	The Project Manager / Business Analyst shall have experience with the "Gap Analysis" process used to identify to new/changed business requirements with respect to existing or off-the-shelf products	
3.8	High	The Project Manager / Business Analyst shall have a demonstrated capability of leading, mentoring,	

ID#	Scoring Weight	Requirements	Vendor Response
		and performing of application business testing. Please identify briefly how the proposed resource meets these requirements.	
3.9	High	The Project Manager / Business Analyst shall have a demonstrated capability of managing a team of specialists, system analysts and programmers on information technology development projects. Please identify briefly how the proposed resource meets these requirements.	
3.10	High	The Project Manager / Business Analyst shall have experience in project activities from initiation to close out. (i.e. scope, schedule, resource and cost management). Please identify briefly how the proposed resource meets these requirements.	
3.11	Medium	The Project Manager / Business Analyst shall have experience in specific project execution activities, including issue/risk management, change control, implementation and transition. Please identify briefly how the proposed resource meets these requirements.	
3.12	Medium	The Project Manager / Business Analyst should have experience with Microsoft Visio, Microsoft Project, and Microsoft Power Point. Please identify briefly how the proposed resource meets these requirements.	
3.13	Medium	Written and spoken competency in English is required. Written and spoken competency in French as well would be considered an asset.	

ID#	Scoring Weight	Requirements	Vendor Response
		Please identify your language competencies	
Pricing			
4.1	Mandatory	Please identify the per diem rate for year 1 The per diem rates will be fixed for the term of the contract and are to be all-inclusive. The rates should include for example: administrative overhead, vendor employee benefits, accommodation costs, travel costs between Fredericton, NB and the vendor's office, etc. if applicable. Per diems should not include the cost of travel within New Brunswick, since the department will reimburse the vendor for those costs at the Province of New Brunswick Employee Travel Expense rates as per Appendix C. The contractor will bill the department each month at the quoted per-diem rates for the time actually worked by the resource, and also for in-Province travel expenses. The contractor will not bill the department for employee travel time or mileage between Fredericton, NB and the vendor's office or the employee's home.	
4.2	Mandatory	Please identify the per diem rate for year 2 The per diem rates will be fixed for the term of the contract and are to be all-inclusive. The rates should include for example: administrative overhead, vendor employee benefits,	

ID#	Scoring Weight	Requirements	Vendor Response
		accommodation costs, travel costs between Fredericton, NB and the vendor's office, etc. if applicable. Per diems should not include the cost of travel within New Brunswick, since the department will reimburse the vendor for those costs at the Province of New Brunswick Employee Travel Expense rates as per Appendix C. The contractor will bill the department each month at the quoted per-diem rates for the time actually worked by the resource, and also for in-Province travel expenses. The contractor will not bill the department for employee travel time or mileage between Fredericton, NB and the vendor's office or the employee's home.	

4.4 Evaluation Criteria

The proposals will be evaluated on the following criteria and point rating system.

For the project management only resources:

A)	Vendor Profile and Proposed Approach	10
B)	Project Management Experience	75
C)	Price	15
	TOTAL	100

For project managers with a business analysis component:

A)	Vendor Profile and Proposed Approach	10
B)	Project Management Experience	37.5
C)	Business Analysis Experience	37.5
D)	Price	15
	TOTAL	100

5.0 Terms and Conditions

5.1 Inquiries

All inquiries related to this Request For Proposals are to be directed, in writing, to the Central Purchasing Branch as noted on the Summary of Key Information in Section 1. Information obtained from any other source is not official and may be inaccurate. Inquires and responses will be recorded and distributed to all vendors by the Central Purchasing Branch.

5.2 Notification of Changes

All recipients of this RFP will be notified regarding any changes made to this document for purposes of clarification.

5.3 Changes to Proposal Wording

There will be no changes in the wording of the proposal after submission and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Central Purchasing Branch for purposes of clarification.

5.4 Additional Information

Proposals may contain relevant information other than what is requested. If alternative solutions are offered, please submit the information as a separate proposal in the same format and clearly identify each as a complete and separate proposal.

5.5 Late Proposals

Late proposals will not be accepted and will be returned to the vendor.

5.6 Ownership of Proposals

All documents submitted to the Central Purchasing Branch become the property of the Province. The vendor should note that the Central Purchasing Branch is subject to the Right to Information Act with regard to all proposals.

5.7 Vendor Expenses

Prospective vendors are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the Province, if any.

5.8 Substitution of Resources:

The Province recognizes that proposed resources may become unavailable during the contract period. In such a case, the vendor will not be allowed to substitute any resources on the qualified list.

5.9 Negotiation Delay

The Department reserves the right to negotiate with the highest scoring vendor and these negotiations may form part of the contract. If a written contract cannot be negotiated within sixty (60) days of notification to the designated vendor, the Department reserves the right

at its own discretion to extend the negotiating period with that vendor, to cease negotiations with that vendor and initiate negotiations with the next highest scoring vendor, to re-tender, or to cancel the project in its entirety.

5.10 Indemnity

The vendor will indemnify and save harmless the Province from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times (either before or after the expiration or sooner termination of this agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the vendor or by any servant, employee, officer, director or sub-contractor of the vendor pursuant to the contract.

5.11 Acceptance of Proposals

This RFP should not be construed as a contract to purchase goods or services. The Central Purchasing Branch is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria.

Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the vendors, but there shall be no obligation to receive further information, whether written or oral, from any vendor nor to disclose the nature of any proposal received. Any or all proposals shall not necessarily be accepted. The Central Purchasing Branch shall not be obligated in any manner to any vendor whatsoever until a written contract has been duly executed relating to an approved proposal.

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

5.12 Definition of Contract

Notice by issuance of a written purchase order/contract shall constitute a contract for the goods and/or services and no vendor shall acquire any legal or equitable rights or privileges whatever relative to the services until the occurrence of such an event.

5.13 Liability for Errors

While the Central Purchasing Branch has used considerable efforts to ensure an accurate representation of information of this RFP, the information contained is supplied solely as a guideline for vendors. The information is not guaranteed or warranted to be accurate by the Central Purchasing Branch, nor is it necessarily comprehensive. Nothing in this RFP is

intended to relieve vendors from forming their own opinions and conclusions in respect of the matters addressed in this document.

5.14 Acceptance of Terms

All the terms and conditions of this RFP are assumed to be accepted by the vendors and incorporated in its proposal.

5.15 Contract Administrator

A contract administrator will be assigned by the Province to oversee the contract awarded to the successful vendor. The vendor Maintenance Team Project Leader will be responsible for providing scheduled status reports to the contract administrator or a designate.

5.16 Replacement Personnel

If for any reason, vendor personnel become unavailable, the vendor will not be able to substitute new resources on the qualified list.

5.17 Compliance with Laws

The vendor shall give all the notices and obtain all the licenses and permits required to perform the work. The vendor shall comply with all the laws of the Province of New Brunswick and of Canada that are applicable to the work or the performance of the contract.

5.18 Confidentiality and Security

This document or any portion thereof may not be used for any purpose other than the submission of proposals.

The vendor must agree to maintain security standards consistent with security policies of the Department and the Province. These include strict control of access to data and maintaining confidentiality of information gained while carrying out its duties. The vendor and/or vendor personnel will be required to sign a confidentiality agreement.

Information pertaining to any department obtained by the vendor as a result of participation in this project is confidential and must not be disclosed without written authorization from the department.

5.19 Firm Pricing

Proposals must be open for acceptance for at least 90 days after the closing date. Prices quoted in the proposals shall not change during the contract period. Vendors should consider quoted pricing as final and inclusive. Proposals which have a per diem amount that exceeds the limits set under the Informatics Professional Services Contract list will not be considered. Vendors who are not on the Informatics Professional Services Contract list cannot exceed a per diem amount of \$1500 per day. Any proposals exceeding this maximum will not be considered.

5.20 Intellectual Property Rights

All supporting documentation and manuals submitted with this request for proposals, and subsequent documents, shall become the property of the contracting Department (Department of Health or Department of Social Development) unless requested otherwise by the respondent at the time of submission.

The vendor agrees to waive all rights (including moral rights), title and interest to the intellectual content of the initial proposal, subsequent documents and the final deliverables.

5.21 Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars,
- b) inclusive of duty,
- c) with delivery FOB destination included, and
- d) exclusive of Goods and Services Tax and Harmonized Sales Tax.

6.0 Enquiry Contacts

Proponents requiring further information on this Request for Proposals should contact:

For Procurement

Jean Martell
Central Purchasing Branch
P.O. Box 8000
Room 205, Marysville Place
Fredericton, NB E3B 5H6
Telephone: (506) 444-4107

All enquiries are to be directed to the person(s), or his/her designate(s) named above. Information obtained from any other source is not official and may be inaccurate. Enquiries and responses may be recorded and may be distributed to all proponents at the Province's option.

7.0 Appendices

7.1 Background Department of Health

An overview of both the business and technical environment within DH is attached in Appendix "A".

7.2 Background Department of Social Development

An overview of both the business and technical environment within SD is attached in Appendix "B".

7.3 Meal and Kilometer Allowances

The standard meal and kilometre allowances are attached in Appendix "D".

7.4 Contract

The standard legal contract that applies to services is attached in Appendix "D".

Proponents who require any changes to this standard agreement must indicate the specific changes required in their response, and the extent of the deviations

from the standard contract will be taken into account when evaluating proposals. Proponents requesting multiple, major changes to the proposed contract risk having their score reduced, or being disqualified, so amendment requests should reflect vital changes only.

7.5 Qualified Vendors from Original RFP

The list of vendors and resources who qualified in the original RFP can be found in Appendix “E”

7.6 Appendix A – DH Background

The Department of Health's Innovation, E-health and the Office of Sustainability Branch is responsible to assist the Department of Health in providing and administering services to New Brunswick residents by providing leadership in the utilization of information systems and technology, and managing system implementations. More specifically, the Branch is responsible for:

- Information Management (IM), the long-range analysis of information needs, capture, storage, and access; the review of system needs and priorities; and the supporting policy for information management.
- Information Systems (IS), the development and maintenance of the business specific systems used by staff of the department.
- Information Technology (IT), the provision and operations of a technology infrastructure of computers, and networks.

The Innovation, E-health and the Office of Sustainability Branch is the agency in the New Brunswick health care system that takes the overall lead for:

- Provision of advice to Division and Branch Managers in the Department and to Region Health Authorities with regard to development and operation of systems for patient care, financial control and operational management;
- Planning of interrelationships of Information Architectures, Information System strategies, and Information Technology strategies across the health care system;
- Co-ordination of the IM / IS / IT activities of the Department with:
 - Corporate Information Management Service (CIMS) of Department of Supply and Service, other New Brunswick Government Central Agencies, and other departments for cost savings, information sharing and collaborative development;
 - New Brunswick Region Health Authorities for information sharing and cost efficiencies;
 - Atlantic provinces Departments of Health for shared service delivery and information sharing through Health Infostructure Atlantic (HIA);
 - Canada Health Infoway for consistency in development of an Electronic Health Record (EHR);
 - Canadian Institute for Health Information (CIHI) for data standards and consistency of management information nationally.
 - FaciliCorp for information sharing, cost efficiencies and collaborative development.

Within the Department, the Innovation, E-health and the Office of Sustainability Branch is responsible for:

- Planning of the Department's IM Architectures, IS Strategies, and IT Strategies, and the preparation and update of the Strategic Information Plan (SIP);
- Data administration and data standards;
- Management of the development of new systems and enhancements to existing ones;
- Management of office automation technologies;
- Management of the filing, storage, and archival of electronic documents;
- Design and selection of the technology infrastructure of desktop computers, servers, mainframe services, and networks;
- Design and delivery of training in the use of information systems, in co-operation with the Human Resources Branch of the Department.

The department owns and operates a number of computer applications to manage the business of health care in the Province of New Brunswick. Department application development standards currently include:

- J2EE / Oracle Application Platform on Websphere and Apache/Tomcat
- .NET / SQL Server Application Platform
- Oracle Forms and Oracle Designer for application screens and programs
- Oracle database software, and
- Oracle Reports and Cognos Impromptu and Powerplay for Corporate Reporting

With new initiatives there is a general preference for web based solutions guided by Model Driven/Service Oriented Architecture realized through a comprehensive Deliverables Assessment Framework.

Technical Environment

- A number of HP-UX based Unix Servers
- A number of Windows 2003 Servers (both clustered and unclustered environments)
- Dept. of Health leverages shared resources such as
 - The Marysville Data Centre
 - GNB Storage Area Network
 - GNB Enterprise Backup Service
 - GNB and Wellness Networks
 - GNB and Wellness Active Directory Services
- A Corporate Integration Engine Solution (Orion Rhapsody) on the Wellness Network.
- A Corporate Client Registry (Initiate) exists on the Wellness Network.
- A Corporate Portal Service (Anywhere ROAM) on the Wellness Network.
- A Corporate Provider Index exists on the Wellness Network.

- A Corporate SFTP Service exists on the GNB Network for secure data exchange.
- Intranet and Extranet based SharePoint services for document control and distribution
- A number of legacy systems that are in transition to modern technology platforms.
- Xwave Solutions Inc. providing facilities management and computer operation services under a Managed Service Agreement on a 24 x 7 (twenty-four hour per day, seven day a week) basis.
- The environment currently supports an organization with 1200+ employees with regional office locations.
- Other support services/PMs in place with other third-parties (CGI, MicroEase, Accreon) so coordination is necessary.
- The department contracts for Oracle database administration services with another third-party.

Appendix B – Social Development's Background

Mission Statement: Self-reliance, an improved quality of life, and protection for those who need it

The Department of Social Development provides more than 110,000 services every day to abused and neglected children and adults, seniors and persons with disabilities who require long-term care and nursing home services, families and individuals in need of decent and affordable housing, children in need of help to be ready for school, and social assistance recipients who need help to provide food, clothing and shelter for their children.

The Department of Social Development has 8 regional offices with more 2000 technology users that provide services to the public through more than 60 points of services.

The Department of Social Development's Information Technology Services Branch is responsible to assist the Department in the delivery of services to some of New Brunswick's the most vulnerable citizens by providing leadership in the utilization of information systems and technology, and managing system implementations.

The Information Technology Services Branch, operating within the Planning and Corporate Services Division, is responsible for:

- facilitating the most effective acquisition and use of Information Technology products and services within the department through the management and coordination of applications development/support/maintenance, operations & technical support, IT standards, advisory, policy, and consulting services
- identifying opportunities throughout the Department where technology can be used to operational or strategic advantage including enabling the change of departmental business processes, allowing for new ways of delivering services and acting as a partner with program areas in the design of new services delivery, and
- managing the electronic records, information, and data on which the department relies, providing appropriate systems, security, access and quality assurance.

Specifically, Information Management systems are developed, operated, maintained and supported. Management and support for the operation of the department's hardware, software and networks is provided, including the operation of help desk services. Large volumes of social sector, statistical, case management, financial and technical data are managed on behalf of various stakeholders. Strategic technical and systems planning is done to ensure technology will continue to meet the growing needs of our evolving department. Technology and applications related advice specific to the business of the department is provided.

The Branch provides maintenance, support and technical expertise for approximately 120 custom developed applications and shrink-wrapped software packages. The Branch is also currently managing several large systems maintenance, support and enhancement projects through various private sector partners.

Application Environment

The Department's application development platforms currently include:

- Micro-focus Cobol, and
- SCO Unixware
- Microsoft ASP.Net 1.1, using Visual Studio 2003 (Visual Basic)
- Microsoft ASP.Net 2.0, using Visual Studio 2005 (Visual Basic)
- HTML/ASP
- Microsoft SQL Server and IIS
- Oracle and Microsoft SQL Server database
- Crystal Reports and Microsoft Access for reporting
- Microsoft Access 2000+
- Sharepoint
- Microsoft Vista and Office 2007, and
- Coolgen / Allfusion Gen.

The application support and development teams are augmented as required using third-party suppliers such as Accenture, Ambir, CGI, Syntact, and XWave: So the ability to work in a multi-vendor environment is extremely important.

Technical Environment

The Department's technical environment includes:

- A number of HP-UX based Unix Servers with plans to move to Linux
- A number of Windows 2003 Servers (both clustered and unclustered environments)
- A number of shared resources such as
 - The Marysville Data Centre
 - GNB Storage Area Network
 - GNB Enterprise Backup Service
 - GNB Networks
- Intranet SharePoint services for document control and distribution
- Xwave Solutions Inc. providing facilities management and computer operation services under a Managed Service Agreement on a 24 x 7 (twenty-four hour per day, seven day a week) basis.
- GNB is IP based network,
- We have close coordination with CIMS, Aliant, and Rogers as the server provider,
- Other support services in place with other third-parties (Accenture, Ambir, CGI, XWave) so coordination and change management and the ability to work in a multi-vendor environment are extremely important.

Appendix C – Meal and Travel Rates

Kilometric allowance

When an employee is requested to use h/her private vehicle, the following rates apply. The same rates apply when the employee requests permission to use a personal vehicle and the employer agrees, provided the method of transportation is the least expensive and reasonable.

Kilometric level/fiscal year (Individual records of accumulated kilometers revert to zero on April 1st of each year)	Effective April 1, 2007	Effective April 1, 2008
For each of the first 8,000 kilometers per year	\$.39	\$.39
For each of the next 8,000 kilometers per year	\$.37	\$.37
For each kilometer in excess of 16,000 kilometers per year	\$.32	\$.32

Meals allowance

Effective August 1, 2005, meal allowances for those traveling on government business are as follows:

Meal Period	In-province	Out-of-province
Breakfast (between 12:00 a.m. and 12:00 noon)	\$7.00	\$9.00
Lunch (between 12:00 noon and 6:00 p.m.)	\$9.50	\$10.75
Dinner (between 6:00 p.m. and 12:00 p.m.)	\$17.50	\$21.75
TOTAL DAILY ALLOWANCE	\$34.00	\$41.50

Incidental

Effective August 1, 2005, reimbursement is up to \$5.00 per night of travel

expenses status, cumulative over the trip period (e.g. an employee on travel status for three nights may claim up to \$15.00).

Appendix D – Standard Contract

THIS AGREEMENT made in duplicate as of the _____ day of (fill in month), 2009.

BETWEEN:

HER MAJESTY THE QUEEN,
in Right of the Province of New Brunswick
as represented by the Department of Health
(referred to as “DH”)

OF THE FIRST PART

-and-

(fill in name of contractor)
a body corporate, pursuant to
the laws of New Brunswick
and Canada, having an office
at (fill in address of contractor)
(referred to as “Contractor”)

OF THE SECOND PART

PROFESSIONAL SERVICES PURCHASE AGREEMENT

WHEREAS the Minister is desirous of receiving professional services;

AND WHEREAS the Contractor hereunder is desirous of providing said services;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

“Confidential Information” means any and all information for which reasonable precautions have been taken to protect its secrecy, disclosed orally or in writing to Contractor by DH or gathered by Contractor from inspection of any property, activities or facilities of DH, regardless of whether Contractor obtained the information before or after the Term or whether the information is specifically identified or marked as “Confidential” or “Proprietary”.

“Information” means any information or material owned by DH or that Contractor obtains from

DH; or Contractor otherwise acquires or produces directly in connection with the provision of the Services.

“Intellectual Property” means all worldwide rights under contract, statute, or common law, whether or not perfected, and associated with patent, copyright, trade-mark, trade secrets, and any other rights analogous to them and any other proprietary rights relating to intangible or intellectual property now existing or later recognized under the laws of any jurisdiction.

“Law” means all applicable (a) statutes, regulations, by-laws and ordinances, (b) the common law and laws of equity, (c) binding court orders, judgments and decrees, (d) industry codes, policies and standards enforceable by law, and (e) any direction, policy, rule or order that is binding on a party, including without limitation all applicable confidentiality, data protection, and privacy laws.

2. SERVICES

- (a) Contractor agrees to provide DH with professional services (the “Services”) as set out in Schedule “A”.
- (b) Contractor must provide the Services in a prompt, efficient, professional and ethical manner, and in accordance with all relevant objectives and guidelines; all relevant published standards of which Contractor is notified by DH; and all relevant Law.
- (c) Nothing in this Agreement gives Contractor an exclusive right to provide the Services, and DH may source services equivalent to the Contractors from other suppliers. Contractor may provide professional services to third parties. However, Contractor will not enter into any other contract that might prejudice the ability to provide the Services.
- (d) **Professional Qualifications.** Contractor warrants that its employees have appropriate qualifications, knowledge, experience, and/or expertise in the areas needed to provide the Services.
- (e) **Conflict of Interest.** Contractor warrants that 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. Contractor undertakes to notify DH, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of DH to appropriately manage the conflict of interest, within the time frame stipulated by DH in writing.

3. TERM

The Term of this Agreement will begin on (fill in date) and end on (fill in date). An extension under the same terms of this agreement may be extended to the Contractor for the period (fill in dates or delete entire sentence if not applicable) at the sole discretion of DH.

4. COMPENSATION

- (a) DH agrees to pay Contractor for the Services in the amount and at such times as set out in Schedule “B”.
- (b) DH may withhold any payment for Services without incurring interest while Contractor is in breach of this Agreement.
- (c) **Audit.** At the request of DH, Contractor shall provide proper and detailed accounts and records related to the cost of the Services performed under this Agreement. Contractor will maintain such data for a period of seven (7) years following the termination or expiry of this Agreement. On request, Contractor shall provide DH, or its representatives, access to Contractor and its facilities and those of its agents and subcontractors in order to perform audits deemed necessary by DH in the public interest and to ensure Contractor’s compliance with the terms and conditions of this Agreement. The Contractor shall produce such personal information as, in the opinion of DH, is reasonably required by DH to conduct the audit, provided that DH shall maintain it in confidence, shall not retain the information, and shall not use it for any other purpose.

5. INTELLECTUAL PROPERTY

- (a) The purpose of this Article is to give DH the rights DH needs to use and own the results of the Services, without the need for further consent.
- (b) Contractor will retain exclusive proprietary and other rights in Contractor’s Intellectual Property that is in existence at the time of commencing the Services and is contributed to the Services. DH will not retain any right, title or interest in or to Contractor’s existing Intellectual Property, except for any rights of usage as set out in this Agreement.
- (c) Contractor grants DH a non-exclusive, transferable, irrevocable licence to use Contractor’s Intellectual Property and any additions or improvements, but only to the extent that is necessary for DH to use and own the results of the Services.
- (d) Contractor acknowledges that the Intellectual Property DH owns remains DH property. DH grants Contractor a non-exclusive licence to use DH Intellectual Property for the purpose of Contractor performing the obligations specified under this Agreement.
- (e) Contractor warrants that:
 - (i) The creation and use of the Information, the assignment and licence of any rights to DH under this Agreement and Contractor’s performance of the Services will not infringe the rights of any person; and

- (ii) Contractor has, or will obtain, all necessary licences and consents required to perform the Services and the obligations specified under this Agreement (before Contractor begin the Services), including the irrevocable waiver by all relevant persons of their moral rights in the Information in relation to its use by either of Contractor or DH.
- (iii) If any claim is made against DH that its use of the Information infringes the Intellectual Property Rights of anyone, Contractor will, at Contractor's cost, either defend the claim or assist DH in so doing, at DH's option.
- (iv) All Information created under this Agreement shall be or become the sole property of DH.

6. CONFIDENTIALITY

- (a) Contractor shall not at any time use or disclose any information that Contractor receives from DH pursuant to this Agreement or that relates to DH affairs except as expressly agreed upon under this Agreement or as permitted by Law.
- (b) Contractor's obligations under the foregoing clause will not apply to information that Contractor can demonstrate (i) at the time of disclosure is generally available to the public through no wrongful act by Contractor, (ii) has been received by Contractor from a third party without restriction on disclosure and without breach of agreement or other wrongful act by Contractor, (iii) is independently developed by Contractor without regard to the Information of DH, (iv) is required to be disclosed by Law, provided that Contractor shall furnish prompt written notice to DH of such required disclosure.
- (c) Contractor also acknowledges that confidential information about patients who are individuals, members of the public, and about individuals who carry out activities pursuant to this Agreement may be subject to privacy legislation in various jurisdictions, including but not limited to the *Protection of Personal Information Act*, S.N.B. 1998, c. P-19.1, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5. Contractor covenants to maintain the confidentiality of such information and adhere to any applicable privacy-related legislation in force during the term of this Agreement.
- (d) Contractor further agrees that it will not use, disclose, or make accessible to anyone any confidential material mentioned in the preceding section except for the performance of its obligations under this Agreement or upon the approval of DH.
- (e) Notwithstanding the foregoing, Contractor acknowledges that all information relating to this Agreement that is in the custody or control of DH is subject to the *Right to Information Act* and regulations thereunder as amended from time to time. Contractor

understands and agrees that DH may be required to disclose certain information pursuant to the *Right to Information Act*, *Financial Administration Act*, or other statute of the Legislative Assembly.

- (f) Without limiting the generality of the foregoing, Contractor shall maintain security of all premises at the primary or any secondary sites and:
 - (i) Use all reasonable efforts to ensure that the Confidential Information is preserved including, without limitation, taking such security precautions as DH may request and such precautions as are taken by DH to protect its own Confidential Information;
 - (ii) Adhere to all written DH policies, standards, and guidelines applicable to the security of information;
 - (iii) Only disclose Confidential Information to those persons with a “need-to-know”, or in response to a subpoena, warrant, order, or demand of a Canadian court of law;
 - (iv) Ensure that each person to whom the Confidential Information is disclosed has executed a Non-Disclosure Agreement that is in form similar to that attached as Schedule “C”;
 - (v) Designate a contact person who is responsible for the accuracy of all Confidential Information about individuals; and
 - (vi) Promptly notify DH in the event of any unauthorized use or disclosure of any Confidential Information.

This clause shall survive termination.

7. ASSIGNMENT AND SUBCONTRACTING

- (a) This Agreement is not assignable by either party without the prior written consent of the other.
- (b) Contractor shall not subcontract any part of the obligations under this Agreement without the prior written consent of DH, which shall not be unreasonably withheld. Consent under this section shall not relieve Contractor from any obligations under this Agreement or impose on DH any liability to the subcontractor.

8. LIABILITY AND INDEMNITY

- (a) While DH is liable to pay Contractor for the Services on the terms of this Agreement, DH is not liable to Contractor for any claims, damages, penalties, losses or any other costs Contractor incurs in performing the Services. If, however, DH is found to be

liable for any of these, then DH liability to the Contractor for any single event or series of related events is limited to the amount paid to Contractor for the Services under this Agreement.

- (b) Contractor will be responsible for all acts and omissions of itself, its employees, agents and subcontractors, even if they are done without its knowledge or approval.
- (c) No action arising out of this Agreement may be brought by Contractor more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to Contractor, or reasonably ought to have been discovered.
- (d) Contractor agrees to indemnify and hold DH harmless from any and all claims, costs, expenses, judgments, cause of action, legal fees, litigation or court costs resulting from its performance of the Services or failure to comply with its obligations in this Agreement in any manner whether directly or indirectly, or by any act of commission or omission. The liability of the Contractor under this article is limited to the amount paid to the Contractor for Services under this agreement.
- (e) Contractor will effect, maintain, and provide proof of such insurance as DH may reasonably require from time to time in relation to performance of this Agreement.

9. TERMINATION

- (a) DH may terminate this Agreement without cause by provision of thirty days' notice.
- (b) Where DH has terminated the Agreement, other than for cause, DH shall pay to Contractor such amounts as are properly attributable to the work performed or unavoidable costs or financial commitments incurred prior to the date of termination.
- (c) This agreement may be terminated for cause, if a party shall fail to perform any obligation set out in this Agreement and such default continues for a period of five (5) days after written notice of such failure has been given by the other party.
- (d) If after 5 days from receiving DH's notice referred to in the preceding paragraph, the obligation still has not been met, DH may by written notice, instead of ending this Agreement,
 - (i) at any time vary or withdraw from the scope of this Agreement any of the Services in respect of which Contractor have not met its obligation, either immediately or at any later date; and
 - (ii) cease payment for any of the Services from the date of their withdrawal.
- (e) Without limiting any other rights DH may have, DH may end this Agreement immediately by written notice to Contractor if Contractor is or will be unable to carry out all material obligations under this Agreement; Contractor is insolvent; or

Contractor has failed to observe the obligation of Confidentiality or Audit under this Agreement.

- (f) Contractor has the same rights and must follow the same procedures if DH has not met a material obligation under this Agreement and as a consequence Contractor wishes to withdraw the relevant Service.
- (g) Upon termination of this Agreement for any reason, Contractor will send DH an invoice within thirty days for all Services provided up to the date of termination.

10. OBLIGATIONS OF CONTRACTOR ON TERMINATION

When this Agreement ends (for whatever reason) Contractor will

- (a) assist DH to transfer the Information within the Contractor's possession or control to DH in a manner that preserves the Information and its integrity. Contractor must ensure that the Information transferred is of sufficient quality, clarity and completeness to enable DH to understand it and use it for its purposes. If this agreement is ended due to a breach by DH, then DH will pay the costs of complying with this transfer clause, otherwise these costs will be borne by the Contractor.
- (b) discontinue use of the Confidential Information and remove all copies of the Confidential Information from any computer equipment or device in its possession or control. Contractor shall, at DH's request, return all originals, copies, reproductions, and summaries of Confidential Information and all other tangible materials and devices provided to Contractor as Confidential Information, or at DH's option, certify destruction of the same.

11. NOTICE

(a) Any notice required or permitted to be given under this Agreement must be in writing and may be served personally or sent by registered mail or by facsimile transmission. The address and facsimile number for each of DH are:

To DH at: Department of Health, Attn: (fill in contact name and title),(fill in address, phone number and fax number).

To Contractor at (fill in company name of contractor) Attn: (fill in contact name and title),(fill in address, phone number and fax number).

or such address as such party may notify the other of in writing from time to time.

(b) Notices given:

- (i) personally are served upon delivery;
- (ii) by registered mail are served three days after mailing; and
- (iii) by facsimile are served two hours after transmission.

12. INTERPRETATION

- (a) **Independent Contractor.** Contractor is an independent contractor. It is expressly understood and agreed that this Agreement shall not constitute a joint venture between the parties nor shall it authorize a party to act as an agent or representative of the other party, or to incur any liabilities of any nature for or on behalf of the other party outside the terms of this Agreement. No provision of the Agreement that gives DH a measure of control over the work and services shall be construed so as to cause Contractor personnel to be considered DH employees.
- (b) **No-Hire Clause.** Unless mutually agreed, neither DH nor Contractor shall pursue or directly hire the other's personnel for the duration of this Agreement unless the hiring results from a competition conducted through public advertisements.
- (c) **Entire Agreement.** This Agreement is the entire agreement between DH pertaining to its subject matter, and it supersedes all previous communication between the parties. There are no warranties, representations or agreements between the parties except as set out in this Agreement.
- (d) **Amendment.** No modification of this Agreement is valid unless set out in writing by the parties.
- (e) **Waiver.** A waiver must be made in writing and will not be considered a waiver of any other right. The failure or delay of a party in exercising a right shall not constitute a waiver. Any waiver does not prevent the party who has waived from insisting on compliance at a later date.
- (f) **Applicable law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada in force therein. The parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick.
- (g) **Severability.** The invalidity of any particular provision of this Agreement shall not affect any other provision of it, but the Agreement shall be interpreted as if the invalid provision had been omitted.
- (h) **Uncontrollable Events.** Neither party shall be held responsible for damages caused by delay or failure to perform its obligations under the terms of this Agreement when the delay or failure is due to events beyond the control of a party, which cannot be reasonably foreseen or provided against. In the event of an Uncontrollable Event, the time for completing the delivery of that portion of the services which have been delayed shall be extended by a period equal to the delay so caused.
- (i) **Contract Documents.** Schedules A, B and C attached hereto and the Contractor's Proposal all form a part of this Agreement. In the event of conflict or inconsistency

between one or more of the provisions of the documents specified below, the documents will govern in the following order:

- (i) This Agreement;
- (ii) Schedules to this Agreement;
- (j) **Binding Effect.** This Agreement enures to the benefit of and binds the parties and their respective legal representatives, successors and permitted assigns.
- (k) **Language.** The Parties have required that this agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- (l) **Execution.** This Agreement may be validly executed in any number of identical counterparts, by means of transmission of signed facsimile, or both.
- (m) **Extended Meanings.** This Agreement is to be read with all changes in gender, number or person and legal entity as the context may require.
- (n) **Joint and Several.** If more than one party executes this agreement, the obligations of such parties hereunder shall be joint and several.
- (o) **Time.** For every provision of this agreement, time is of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement, to take effect on the date first hereinbefore mentioned.

SIGNED, SEALED and DELIVERED
in the presence of:

HER MAJESTY THE QUEEN in Right of the Province of
New Brunswick
as represented by the Department of Health

per:

Witness

Don Ferguson
Deputy Minister

SIGNED, SEALED and DELIVERED

(fill in company name of contractor)

In the presence of:

Witness

(fill in name and title of signing officer)
Authorized Signing Officer

SCHEDULE “A”

STATEMENT OF WORK
(add statement of work)

SCHEDULE B

COMPENSATION

Per Diem: Contractor will receive compensation at a per diem rate of \$(FILL IN RATE). The per diem fee represents 7.5 hours of work by the Contractor. The per diem fee is not subject to increase due to work exceeding 7.5 hours in a day, or work that the Contractor elects to perform on weekends or statutory holidays. Contractor will be compensated at an hourly rate for partial days of work in the proportion that the number of hours worked bears to the 7.5 hours used in calculating the per diem rate. For the purposes of this agreement there will be no more than 240 working days per calendar year.

Notwithstanding the foregoing, the total amount payable by DH to Contractor for all fees under this agreement shall not exceed (FILL IN CAPPED AMOUNT FOR CONTRACT) plus HST.

DH recognizes that an employee of the Contractor may become unavailable during the term of this agreement. In such a case, the Contractor will propose an equivalent substitute employee with a training and transition plan, at the Contractor's expense, to prepare the new employee for the work. The Department shall have a right to interview, to review the qualifications of, check references, and to accept or reject, any proposed resource prior to replacement. If the Contractor is unable to supply an employee which the Department deems to be satisfactory, the Department reserves the right to contract separately for that resource from another supplier.

Travel Expenses: The Contractor will invoice DH monthly for costs and reasonable travel expenses related to provision of the Services at rates not to exceed those prescribed by the Province of New Brunswick, as amended from time to time (Policy AD-2801 attached) for travel outside of Fredericton. DH shall be allowed to inspect all relevant documentation it requests in order to determine the sums payable under this section. If the resource is based outside of Fredericton, it is the Contractor's responsibility to pay for the employee's travel to and from their place of business (or home) to Fredericton.

Other: Other related expenses must be pre-approved by DH.

Monthly: Contractor will submit one invoice for the Services performed during the contract including time sheets and original receipts for expenses to the attention of:

(fill in contact information)

No Other Benefits. The Contractor will not be entitled to receive any additional benefits pursuant to this Agreement.

Schedule “C”

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made in duplicate this _____ day of _____ between:

HER MAJESTY THE QUEEN,

In right of the Province of New Brunswick,
As represented by the Minister of Health
520 King Street, Fredericton, NB, E3B 5G8
(hereinafter referred to as “DH”)

and

(*FILL IN RESOURCE NAME*)
in his/her capacity as an employee/independent
contractor of (*FILL IN COMPANY NAME*)
Fredericton, NB.
(hereinafter referred to as “Contractor”)

WHEREAS DH wishes to disclose information to the Contractor in relation to the professional services to be provided by the Contractor; and

AND WHEREAS for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below, the parties agree to enter into a confidential relationship with respect to the disclosure of this proprietary and confidential information.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this agreement and other good and valuable consideration, the parties agree as follows:

1. (a) Definition of Confidential Information. For purpose of this Agreement, “Confidential Information” means any and all information or material relating to DH in all material forms and however stored or expressed, and regardless of whether or not it has been marked as or communicated as being confidential. For further certainty, but not to limit the foregoing, this definition includes information:

- (i) of which Contractor becomes aware as a consequence of, or through, this Agreement;
- (ii) which has value to DH and is not generally public knowledge;

- (iii) which is treated by DH as confidential;
- (iv) which has been reduced to tangible form and marked clearly and conspicuously with a legend identifying its confidential or proprietary nature; or
- (v) pertaining to any third party information in DH's possession that is subject to a confidentiality agreement with such third party; or
- (vi) personal information subject to privacy legislation, including but not limited to the *Protection of Personal Information Act*, S.N.B. 1998, c. P-19.1; or the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5; or the *Privacy Act*, R.S.C. 1985, c. P-21, or any other applicable privacy legislation in effect from time to time.
- (vi) relating to DH's intellectual property, including computer data and technology, know-how, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, or financial matter.

(b) Exclusion From Confidential Information. Contractor's obligations under this Agreement do not extend to information that is:

- (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Contractor;
- (ii) discovered or created by the Contractor before disclosure by DH;
- (iii) learned by the Contractor through legitimate means other than from DH or DH's representatives; or
- (iv) is disclosed by Contractor with DH's prior written approval.

2. Obligations of Contractor.

(a) Strict Confidence. Contractor shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of DH. Contractor shall carefully restrict access to Confidential Information to parties with a "need-to-know", or in response to a subpoena, warrant, order, or demand of a Canadian court of law.

(b) Use. Contractor shall use the Confidential Information only for the purpose of providing the professional services to DH. Contractor shall not, without prior written approval of DH, use for Contractor's own benefit, publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of DH, any Confidential Information.

(c) Notification. Contractor shall notify DH's Chief Privacy Officer immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Contractor will cooperate with DH in every reasonable way to help DH regain possession of the Confidential Information and prevent its further unauthorized use or disclosure, and to cooperate with DH's investigation of the circumstances surrounding its loss.

(d) Security. Contractor shall use all reasonable efforts to ensure that the confidential information is preserved including, without limitation, by taking such security precautions as DH may request and such precautions as are taken by DH to protect its own Confidential Information. Contractor shall adhere to all written DH policies, standards, and guidelines applicable to the security of information of which it is notified in writing.

(e) Audit and inspection. DH shall be entitled to inspect the records, documents and computer systems of Contractor in order to satisfy itself that Contractor is in compliance with this Agreement. The Contractor shall provide access to such records and systems during regular business hours.

(f) Canadian Soil. All data relating to the Confidential Information shall remain on Canadian soil. Data shall not be sent out of Canada for management, storage, or safekeeping.

(g) Proprietary Rights. All Confidential Information is and shall remain the property of DH. By disclosing Confidential Information to Contractor, DH does not grant any express or implied rights, license or interest, in, to, or in respect of the said information except as otherwise provided herein. DH shall, at its discretion, provide such of the Confidential Information to the Contractor as is required in the Contractor's performance of professional services for DH. Nothing in this Agreement obligates DH to make any particular disclosure of information.

(h) Return of Confidential Information. Contractor shall return to DH any and all records, notes and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if DH requests it in writing, or at DH's option, certify destruction of the same.

3. Remedies. Contractor acknowledges and agrees that:

- (i) the provisions hereof are necessary to protect the financial and public policy interests of DH; and
- (ii) any breach whatsoever of the covenants or unauthorized disclosure of Confidential Information, shall cause serious damage and irreparable harm to DH for which monetary damages will not, alone or in part, result in a sufficient or adequate remedy.

Therefore, DH shall be authorized and entitled to

(a) such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in order to enforce the obligations of this Agreement, without waiving any other rights or remedies, and without requiring proof of actual damages;

(b) require that employees or contractors in wilful violation of these provisions be reassigned, as appropriate.

All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies to which DH may be entitled.

4. Time Periods. The parties agree that this Agreement shall begin on the date of signing. The nondisclosure provisions of the Agreement shall survive the termination of this Agreement.

5. Relationships. Nothing contained in the Agreement shall be deemed to constitute the Contractor an employee of DH for any purpose.

6. No Assignment. Neither this Agreement nor any rights or obligations hereunder, in whole or in part, may be assigned by a party without the prior written consent of the other party.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

8. Entire Agreement. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. Applicable Law. This Agreement will be governed by the laws of the Province of New Brunswick and the federal laws of Canada. The parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick.

10. Waiver. A waiver must be made in writing and signed by the party claimed to have waived or consented. Such waiver and consent will not be considered a waiver of any other right. Any waiver does not prevent the party who has waived from insisting on compliance at a later date.

SIGNED, SEALED and DELIVERED
in the presence of:

HER MAJESTY THE QUEEN
In Right of the Province of New Brunswick, as
represented by the Minister of Health

Witness

per: _____
(fill in)

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

(FILL IN RESOURCE NAME)

Appendix E - **Qualified Vendors from Original RFP**

Accreon	Stephen Murray
Accreon	Martin Ferguson
Accreon	Mary Goggin
Swiftradius	Kevin Hurley
Promitu Solutions	Chris Verros
CGI	See Hean Quek
Aliant	Brenda Gillis
Aliant	Geoff Staples
Ambir Technology	Al Carson
Mitchell Project Consulting	Francine Quinn