

Halifax Regional Centre For Education

Purchasing Division

RFP #4043

Forms Management & Workflow Solution-Teacher Appraisal

Addendum #3

**January 10th, 2020
11:00 A.M.**

To: Bidders

From: Nancy Rideout, Manager,
Accounting and Purchasing

Pages: 2 including cover

Phone: 464-2000(ext. 2222)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

Clarifications:

Question 1. Can you explain in more detail the need for parents to access Teacher Appraisals?

Answer 1. The Solution will first be implemented with Teacher Appraisals. As indicated in the RFP, the Solution must also provide a forms/workflow function for other educational applications. As an example, if a school used the Solution for organizing and approving class trips, a component of that would be consent from each student's family.

Question 2. We have the ability to have fully configured French appraisal forms but the menu and UI is only available in English. Is this acceptable for a CSAP submission?

Answer 2. The expectation for CSAP would be to have a fully bilingual tool given the nature of its utilisation with 600 of the CSAP teachers. CSAP can't present such a tool which doesn't completely speak to the employees in their language.

Question 3. Do boards require multi-level approval on Appraisals?

Answer 3. Currently Appraisals are not approved in our regions. There are multi-level users who would require access (teacher, principal, evaluator, HR staff, etc.). They are typically deemed complete when "Signed off" by teacher and immediate supervisor.

Note however, the Solution is intended to respond to other future applications which would require multi-level approval.

Question 4. Will each board require Teacher, Support, and Administrative Appraisal functionality?

Answer 4. Yes, it is intended that eventually the Solution will be applied to all employee appraisals. The starting point is teacher appraisals.

Question 5. What solution is currently in place to handle appraisals at each board/education centre?

Answer 5. Various from region to region/board. Some are entirely paper process, others include electronic components and have some standardized elements, and one region is completely electronic with in-house system.

End of Addendum #3

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

Halifax Regional Centre For Education

Purchasing Division

RFP #4043

Forms Management & Workflow Solution-Teacher Appraisal

Addendum #2

January 7th, 2020

10:30 A.M.

To: Bidders

From: Nancy Rideout, Manager,
Accounting and Purchasing

Pages: 3 including cover

Phone: 464-2000(ext. 2222)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

Clarifications:

Section C4.3

Should be able to provide for future parent access from outside the RCE's or CSAP's network, supporting multiple email providers

Question 1: could you explain in what context support of multiple email providers is expected?

Answer 1: The solution is to also provide for forms/workflow solutions. As an example, if a school/teacher developed a trip consent form to email to parents of students in class, families (with various email addresses) would need to be able to receive form and respond using various email platforms.

Section C4.4

Each RCE and CSAP should be able to query their own data and remotely connect to the system to access this data

Question 2: could you explain what is meant under 'remotely connect' in this case?

Answer 2: The solution must provide for ability to login from outside intranet/network.

The solution should be able to integrate with Microsoft Exchange

Question 3: could you describe how you would use the solution application in conjunction with Microsoft Exchange? Please provide an example / flow of the process.

Answer 3: The solution must integrate with Microsoft Exchange, once a user is logged into our network and they click on the solution application and they would be automatically logged in if they are an authorized user.

Should support configurable print settings

Question 4: could you provide the details of configurable print settings? Is it about indicating pages (e.g. 1-4 of 5) and page orientation before printing a pdf file, etc.?

Answer 4: Yes, the solution must provide options that allow for a variety of printing choices. As the solution expands in application, it will be important that functionality as you describe above be available.

Supports Secure Lightweight Directory Access Protocol (LDAPS) + The solution supports role-based access-based accounts based on Active Directory Security groups

Question 5: under these 2 requirements, do you mean the ability to log into the solution using Active Directory credentials?

Answer 5: The solution must provide for ability to assign roles (rights and functional abilities) automatically at login from Active Directory, this is basically single sign on.

Should have digital signature capabilities

Question 6: in the solution, patient data is encrypted in the filled in form and the form is signed by the clinician (imitating the pen signing) before being marked as Completed. Could you explain how you expect to use digital signature in the flow?

Answer 6: The solution must provide digital signature capabilities which means the random pattern of characters will be unique to the user and easily identified into the solution for verification if required.

Should provide users with single sign-on credentials

Question 7: Single sign-on credentials mean that using 1 set of login and password user gets access to several related software programs. How do you expect to use single sign-on credentials provided by the solution?

Answer 7: The solution must integrate with Microsoft Exchange, once a user is logged into our network and they click on the solution application they would be automatically logged in.

Should have the ability for user to define the conditions of the workflow protocol

Question 8: could you provide a sample workflow so that we associate it with our workflow capacities? Is workflow related only to form or to the user entity as well? A schematic / flow chart view is appreciated.

Answer 8: As an example, the Teacher Appraisal process in a workflow model would include such things as:

- Identify teachers to be appraised
- Identify supervisor for each employee
- Advise teacher of appraisal (timelines, processes, reference docs, etc .)
- Advise supervisor of appraisal process (timelines for success, etc.)
- Schedule initial meeting
- Prompt teacher self-evaluation
- Prompt supervisor review of employee self-evaluation
- Schedule stages/visits/conversations
- Prompt when supervisor off timeline
- Prompt for closure of process
- Prompt for final contribution of employee
- Prompt for final contribution of supervisor
- Prompt for signatures
- When finalized, prompt for filing and storage and sharing with employee
- Analytics - When all finished at school, prompt with analytics, trends, info
- Analytics – system level, etc.

End of Addendum #2

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

Halifax Regional Centre For Education

Purchasing Division

RFP #4043

Forms Management & Workflow Solution-Teacher Appraisal

Addendum #1

**January 2nd, 2020
12:45 P.M.**

To: Bidders

From: Nancy Rideout, Manager,
Accounting and Purchasing

Pages: 1 including cover

Phone: 464-2000(ext. 2222)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

Clarifications:

Question 1

The number of users for each organization i.e we are looking for the total number of users that need to log in and interact with the system?

Answer 1

The following charts depicts an approximate number of full time employees who would access the system and interact with the system.

Organization	School-Based NSTU	Other Staff	Total Staff
AVRCE	869	789	1658
CBVRCE	965	914	1880
CCRCE	1505	1112	2617
CSAP	495	341	835
HRCE	3667	1678	5345
SSRCE	505	430	935
SRCE	505	485	990
TCRCE	523	433	956
Total	9034	6182	15,216

Question 2

Are you open to both named and concurrent users?

Answer 2

All users would need to be linked to a private and personal appraisal. Controls to ensure this privacy needs to be provided by the proponent solution. Alternate solutions can be suggested.

End of Addendum #1

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

REQUEST FOR PROPOSALS FOR

**Forms Management & Workflow Solution: Teacher
Appraisal**

for the Halifax Regional Centre for Education

Request for Proposal Number: **4043**



Halifax

Regional Centre for Education

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of a **Forms Management & Workflow Solution: Teacher Appraisal** as further described in the RFP Particulars (Appendix C) (the “Deliverables”). The seven (7) Regional Centres for Education (“RCE’s”) in the Province of Nova Scotia along with the Conseil scolaire acadien provincial (“CSAP”) have agreed to procure a standardized, comprehensive online tool to facilitate the performance appraisal process for the Provinces more than 10,000 teachers. The solution must also accommodate the eventual roll out of the performance appraisal process to all employees within the RCE’s and CSAP.

The RCE’s and CSAP participating in this RFP are as follows:

- a. Annapolis Valley Regional Centre for Education (AVRCE) <https://www.avrce.ca/>
- b. Cape Breton-Victoria Regional Centre for Education (CBVRCE) <https://cbvrce.ca/home/>
- c. Chignecto-Central Regional Centre for Education (CCRCE) <https://www.ccrce.ca/>
- d. Conseil scolaire acadien provincial (CSAP) <https://csap.ca/>
- e. Halifax Regional Centre for Education (HRCE) <https://www.hrce.ca/>
- f. South Shore Regional Centre for Education (SSRCE) <https://ssrce.ca/>
- g. Strait Regional Centre for Education (SRCE) <https://srce.ca/>
- h. Tri-County Regional Centre for Education (TCRCE) <https://www.tcrce.ca/>

Further information on each RCE and CSAP can be found on their websites.

The RFP is being coordinated by the Halifax Regional Centre for Education (“HRCE”) on behalf of the other RCE’s and CSAP. This RFP is being conducted pursuant to the HRCE Purchasing Policy (E001), available at <http://www.hrce.ca>.

Through this Request for Proposals (RFP #4043), the RCE’s and CSAP are seeking Proposals from qualified organizations for the Forms Management & Workflow Solution: Teacher Appraisal, for a three (3) year term beginning in February 2020 and ending in 2023 with an option to renew for two (2) additional one (1) year terms. Renewal will be at the discretion of the individual RCE’s and CSAP.

1.2 RFP Contact

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

Don Walpola, Buyer
Tel: (902) 464-2000 ext.2223
dwalpola@hrce.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the RCE’s and CSAP, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of Proponents and the rejection of Proponents’ Proposals.

1.3 Type of Contract for Deliverables

Successful Proponents will be requested to enter into direct contract negotiations to finalize agreements with the individual RCE’s and CSAP for the provision the Deliverables. The terms and conditions found in the Draft Form of Agreement (Appendix D) are to form the basis for commencing negotiations between the HRCE and the selected proponent. The individual RCE’s and CSAP will enter into direct contract negotiations with the successful proponent at the sole discretion of each RCE and CSAP. The final agreement will be substantially in the form of Appendix F, subject to negotiation within the framework of this RFP.

1.4 RFP Timetable

Issue Date of RFP	12/12/2019
Deadline for Questions	1/10/2020
Deadline for Issuing Addenda	1/14/2020
Closing Date and Time	1/17/2020 @ 2:00 P.M. AST
Rectification Period	7 calendar days
Anticipated Ranking of Proponents	1/31/2020
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreements	2/14/2020

The RFP timetable may be changed by the RCE’s and CSAP at any time.

1.5 Submission of Proposals

a. Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

Halifax Regional Centre for Education
33 Spectacle Lake Drive
Dartmouth, Nova Scotia
B3B 1X7

Ensure the external envelope (package) is marked with the RFP number and Proponents' contact information.

b. Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Closing Date as indicated in Section 1.4. Proposals submitted after the Closing Date will be rejected. The HRCE's time clock will be deemed to be correct.

c. Proposals to be submitted in Prescribed Format

In a sealed envelope (package), Proponents should submit their proposal containing four (4) hard copies of their proposal and one (1) electronic copy saved as both a Portable Document Format (PDF) and a spreadsheet on a USB flash drive, unless otherwise indicated. If there is a conflict or inconsistency between the PDF and the spreadsheet, the PDF shall prevail. 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 sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

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 RCE's and CSAP will not accept Proposals submitted by facsimile transfer, email, or any other electronic means.

d. Amendment of Proposals Prior to Closing Date

Proponents may amend their Proposal prior to the Closing Date 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 above in Section 1.5.a. Any amendment must clearly indicate which part of the Proposal the amendment is intended to amend or replace. Any amendments received after the Closing Date will not be accepted. Amendments must be signed by the person who signed the original Proposal, or a person authorized to sign on their behalf.

e. Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreements for provision of the Deliverables, a proponents may withdraw a submitted Proposal. To withdraw a Proposal, a notice of withdrawal must be sent to the RFP Contact as set out in Section 1.2, and must be signed by an authorized representative of the Proponents. The RCE's and CSAP are under no obligation to return withdrawn Proposals.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

The RCE's and CSAP will conduct the evaluation of Proposals and negotiations in the following four stages:

- Stage I: Mandatory Submission Requirements
- Stage II: Evaluation
- Stage III: Pricing
- Stage IV: Ranking and Contract Negotiations

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory submission requirements.

If a Proposal fails to satisfy all of the mandatory submission requirements, the RCE's and CSAP will issue Proponents a rectification notice identifying the deficiencies and provide Proponents an opportunity to rectify the deficiencies. If Proponents fail to satisfy the mandatory submission requirements within the Rectification Period, their Proposal will be excluded from further consideration. The Rectification Period will begin to run from the date that the RCE's and CSAP issue a rectification notice to Proponents.

The mandatory submission requirements are as follows:

2.2.1 Submission Form (Appendix A)

Each Proposal must include a Submission Form completed and signed by an authorized representative of Proponents as part of their Technical Proposal. Proponent must include all pages of Appendix B - Submission Form to be considered compliant.

2.2.2 Submission Pricing Form (Appendix B)

Each Proposal must include a Submission Pricing Form completed according to the instructions contained in the form as part of their Fee Submission.

2.3 Stage II – Evaluation

The following is an overview of the categories and weighting for the rated criteria of the RFP.

During Stage II, the RCE's and CSAP will perform a comparative evaluation of all Proposals received through an Evaluation Committee comprised of representatives of the RCE's and CSAP. All decisions with respect to Proposal reviews, evaluations and recommendations to the RCE's and CSAP are the responsibility of the Evaluation Committee.

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

2.3.1 Mandatory Technical Requirements

The Evaluation Committee will review the Proposals to determine whether the mandatory technical requirements as set out in Section C.3 of the RFP Particulars (Appendix C) have been met. Questions or queries on the part of the Evaluation Committee 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 Proponents fail to satisfy the mandatory technical requirements, their Proposal will be excluded from further consideration.

2.3.2 Rated Criteria

The Evaluation Committee will evaluate each compliant Proposal on the basis of the rated criteria as set out in Section C.4 of the RFP Particulars (Appendix C).

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category (including the Subtotal A line) will not proceed further in the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
C.4.1 Experience and Qualifications	5 points	N/A
C.4.2 References	10 points	N/A
C.4.3 Flexibility/Expandability	20 points	N/A
C.4.4 Functionality/Ease of Use	25 points	N/A
Subtotal A	60 points	N/A
B.3 Pricing	40 points	N/A
Total Points	100 points	N/A

All scores will be rounded to the second decimal point.

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 method set out in the Submission Pricing Form (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage I, Stage II and Stage III will be added together, and Proponents will be ranked based on its total score. The top-ranked proponent will receive a written invitations from each RCE and CSDAP to enter direct contract negotiations to finalize an agreement. Upon finalization of the Agreements with each RCE and CSAP, the proponent shall thereafter be known as the successful Proponent.

2.5.2 Consecutive Negotiations Process

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the RCE's, CSAP or the proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for commencing negotiations between the HRCE and the successful proponent. Each RCE and CSAP will liase with the successful proponent separately to finalize individual agreements. Negotiations may include requests by the RCE's and CSAP for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the RCE's and CSAP for improved pricing or performance terms from the Proponent. The successful Proponent will be required to present any requested changes to the agreement upon commencement of the Consecutive Negotiations Process.

2.5.3 Time Period for Negotiations

The RCE's and CSAP intend to conclude negotiations and finalize agreements with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the RCE's and CSAP invite the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously. Requested changes are to be identified during the Consecutive Negotiations Process (Section 2.5.2.) The RCE's and CSAP are not obligated to entertain further changes following the conclusion of this phase.

2.5.4 Failure to Enter into Contract Agreements

If the top-ranked Proponent and the RCE's and CSAP cannot conclude negotiations and finalize the agreement for the Deliverable within the Contract Negotiation Period, the RCE's and CSAP may, upon notice, discontinue negotiations with the top-ranked Proponent and may invite the second ranked Proponent to enter into negotiations. This process shall continue until agreements are finalized, until there are no more Proponents remaining that are eligible for negotiations or until the RCE's and CSAP elect to cancel the RFP process.

2.5.5 Notification to Other Proponents

Once agreements are finalized and executed by the RCE's and CSAP with a proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their Proposal 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.

3.1.2 Language

All Proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the Proposal, the English version of the Proposal shall prevail.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, the RCE's and CSAP may include information provided by the Proponents' references and may also consider the Proponents' past performance or conduct on previous contracts with the RCE's and CSAP.

3.1.5 Information in RFP Only an Estimate

The RCE's and CSAP make 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 Proponents' responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

Proponents shall bear all costs associated with or incurred in the preparation and presentation of their Proposal, including, if applicable, costs incurred for interviews or presentations.

3.1.7 Proposals to be Retained by the RCE's and CSAP

The RCE's and CSAP will not return the Proposals or any accompanying documentation submitted by Proponents.

3.1.8 Third Party Assistance with Evaluation

The RCE's and CSAP reserve the right to engage, as necessary, subject matter experts as advisors/consultants to assist with the evaluation of submissions and to provide technical guidance. The assignment by the RCE's and CSAP of any one or more of these advisors/consultants will be at the RCE's and CSAP's sole and absolute discretion. The RCE's and CSAP may use any such advisors/consultants in any way it, in its discretion, considers necessary.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract Agreements

The RCE's and CSAP make no guarantee of the value or volume of work to be assigned to the Successful Proponent. The agreements to be negotiated with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The RCE's and CSAP may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the RCE's and CSAP.

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 Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

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 (a) whether the company is registered, or (b) whether its business registration is in good standing. However, a contract cannot be awarded unless the Successful Proponent is registered and in good standing, in accordance with applicable laws.

If the Proponent's business is not required to register in Nova Scotia, the Proponents will be required to submit registration from their applicable jurisdiction.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- a. report any errors, omissions, or ambiguities; and
- b. direct questions or seek additional information

in writing by email to the RFP Contact, as set out in Section 1.2, on or before the Deadline for Questions. The RCE's and CSAP are not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. The RCE's and CSAP are under no obligation to provide additional information, and the RCE's and CSAP 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 HRCE 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 RCE's and CSAP, for any reason, determine that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. 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 RCE's and CSAP.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the RCE's and CSAP determine that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the RCE's and CSAP may extend the Closing Date for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, the RCE's and CSAP may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's Proposal, including but not limited to clarification with respect to whether a Proposal meets the mandatory technical requirements set out in Section C.3 of the RFP Particulars (Appendix C). The RCE's and CSAP may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Notification and Debriefing

3.4.1 Notification of Outcome of Procurement Process

Once agreements are executed by the individual RCE's and CSAP with a proponent, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.4.2 Debriefing

Proponents may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal. All requests must be in writing to the RFP Contact and must be made within sixty (60) calendar days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid Proponents 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.

3.4.3 Supplier Complaint Procedure

If a proponent wishes to file a complaint in regards to the RFP process, it must provide written notice to the RFP Contact within sixty (60) calendar days of posting of the outcome of the process on the Nova Scotia Procurement Web Portal, and the RCE's and CSAP will respond in accordance with its own policies and procedures.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

The RCE's and CSAP may disqualify Proponents for any conduct, situation or circumstance, determined by the RCE's and CSAP, in their sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix A).

3.5.2 Disqualification for Prohibited Conduct

The RCE's and CSAP may disqualify Proponents, rescind an invitation to negotiate or terminate an agreement entered into if the RCE's and CSAP, in their sole and absolute discretion, determines that Proponents have engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponents Communications

Proponents shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.5.4 Proponents not to Communicate with Media

Proponents 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 RCE's and CSAP, and then only in coordination with the RCE's and CSAP.

3.5.5 No Lobbying

Proponents 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 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 RCE's and CSAP; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Bids

The RCE's and CSAP may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- a. illegal or unethical conduct as described above;
- b. the refusal of the Proponent to honour its submitted pricing or other commitments;
- c. any conduct, situation or circumstance determined by the RCE's and CSAP, in their sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- d. bankruptcy or insolvency;
- e. false declarations;
- f. final judgements in respect of serious crimes or other serious offences; or
- g. the RCE's and CSAP's past experience with Proponents within the last eighteen (18) months for similar or related services.

3.6 Confidential Information

3.6.1 Confidential Information of the RCE's and CSAP

All information provided by or obtained from the RCE's and CSAP in any form in connection with this RFP either before or after the issuance of this RFP:

- a. is the sole property of the RCE's and CSAP 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 RCE's and CSAP; and
- d. must be returned by Proponents to the RCE's and CSAP immediately upon request of the RCE's and CSAP.

3.6.2 Confidential Information of Proponents

Proponents should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the RCE's and CSAP. The confidentiality of such information will be maintained by the RCE's and CSAP, 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 RCE's and CSAP to advise or assist with the RFP process, including the evaluation of Proposals.

3.6.3 Freedom of Information and Protection of Privacy Act

As a public bodies, the RCE's and CSAP are subject to provincial legislation including the *Freedom of Information and Protection of Privacy Act* ("FOIPOP"). Proposals, bid submissions and associated documents are subject to disclosure and protection under this legislation. In the event an application for disclosure of information is made under FOIPOP, the RCE's and CSAP are subject to the disclosure and protection of information in accordance with the legislation. Proponents are recommended to visit the following websites for more information on FOIPOP:

<https://novascotia.ca/just/IAP/> and <https://oipc.novascotia.ca/>

3.6.4 Personal Information International Disclosure Protection Act

The *Personal Information International Disclosure Protection Act* (PIIDPA), creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in the agreement terms. A copy of the Act is available online at:

<https://nslegislature.ca/sites/default/files/legc/statutes/persinfo.htm>

3.7 Procurement Process Non-binding

3.7.1 No Contract A and No Claims

This procurement process is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

3.7.2 No Contracts until Execution of Written Contract Agreements

This RFP process is intended to identify prospective suppliers for the purposes of negotiating a potential agreement for Deliverables. No legal relationship or obligation regarding the procurement of any good or service shall be created between Proponents and the RCE's and CSAP by this RFP process until the successful negotiation and execution of written Contract Agreements between the Proponents and the RCE's and CSAP for the acquisition of such goods and / or services.

3.7.3 Non-binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the execution of written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the RCE's and CSAP to enter into agreements with a proponent for the Deliverables.

3.7.4 Cancellation

The RCE's and CSAP may cancel the RFP process without liability at any time prior to the execution of written agreements between the RCE's and CSAP and a proponent.

3.8 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 Nova Scotia and the federal laws of Canada applicable therein.

3.9 Participation of Eligible Public Sector Entities

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

The Proponent may only provide the goods and services specified under this RFP to additional entities by entering into a separate contract with the new entity ("Subsequent Contract"). The Proponent acknowledges and agrees that the RCE's and CSAP will not be a party to any Subsequent Contract, nor will the RCE's and CSAP be liable in any respect for any obligation under, or act or omission by a party to, a Subsequent Contract.

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

[End of Part 3]

APPENDIX A – SUBMISSION FORM

A.1 Proponent Information

Please fill out the following form, naming one person to be the Proponent 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 / Zip Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST / GST or NSRJST number):	

A.2 Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the RCE's and CSAP and the Proponent unless and until the RCE's and CSAP and the Proponent execute written agreements for the Deliverables.

A.3 Ability to Provide Services

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

A.4 Non-binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the Submission Pricing Form (Appendix B). The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work with the RCE’s and CSAP.

A.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the RCE’s and CSAP.

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 RCE’s and CSAP 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; and/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.

The Proponent 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 RCE’s and CSAP within twelve (12) months prior to the Closing Date.

If the check 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 perceived Conflict of Interest by marking the check box above, the Proponent must set out below details of the actual or potential Conflict of Interest (attach additional pages if required):

A.8 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 RCE’s and CSAP to the advisers retained by the RCE’s and CSAP to advise or assist with the RFP process, including with respect to the evaluation of this Proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX B – SUBMISSION PRICING FORM

B.1 Instructions on How to Complete Submission Pricing Form

- a. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- b. Rates quoted by Proponents shall be all-inclusive and shall include the detail described herewith in Appendix B as well as any additional labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

B.2 Evaluation of Pricing

Pricing is worth forty (40) points of the total score.

Scoring of pricing will use the total cost and will be based on a relative pricing formula. Proponents will receive a percentage of the total possible points allocated to price, which will be calculated by dividing that Proponent's total cost into the lowest total cost bid.

For example, if a Proponent's total cost is \$120.00 and that is the lowest total cost, that Proponent receives 100% of the possible points ($120/120 = 100\%$). A Proponent whose total cost is \$150.00 receives 80% of the possible points ($120/150 = 80\%$), and a Proponent whose total cost is \$240.00 receives 50% of the possible points ($120/240 = 50\%$), and so on, for each Proposal

B.3 Pricing Form

Regional Centre for Education	Year 1				Year 2				Year 3			
	Startup Costs	Annual Costs	Other Costs	Total	Startup Costs	Annual Costs	Other Costs	Total	Startup Costs	Annual Costs	Other Costs	Total
Annapolis Valley Regional Centre for Education												
Cape Breton-Victoria Regional Centre for Education												
Chignecto-Central Regional Centre for Education												
Conseil scolaire acadien provincial												
Halifax Regional Centre for Education												
South Shore Regional Centre for Education												
Strait Regional Centre for Education												
Tri-County Regional Centre for Education												

If fees are to be charged for any Deliverables in addition to the proposed total cost for the Deliverables as outlined in Appendix C, they must be clearly identified (use an additional sheet) and agreed upon before commencement of the Deliverables. Where no fee is quoted, it is deemed to be included in the total cost.

Additional Fees? YES _____ (additional sheet attached) NO _____

APPENDIX C – RFP PARTICULARS

C.1 THE DELIVERABLES

This Request for Proposals is being issued by HRCE on behalf of the province's seven Regional Centres for Education (HRCE, CBRCE, SRCE, CCRCE, AVRCE, SSRCE, TCRCE) and the Conseil scolaire acadien provincial (CSAP). The intent of the RFP is to identify and select a FORMS MANAGEMENT SOLUTION that meets the RCE's and CSAP's current and future requirements. The starting point for application is a solution to support a provincially aligned, streamlined and updated process for Teacher Appraisal. An ideal solution creates efficiencies by automating and streamlining multiple paper-based processes, most involving multiple users. It is simple to use for administrators and teachers, and it allows school and system-level leaders to easily harvest and analyze data during and after all teacher appraisals are complete. The solution can be customized to establish workflow, with timelines, notifications and milestones. The software would prompt users at various stages to assure compliance with established timelines and signal supervisor when the timeline lag exceeds established parameters.

Principals (and other school-based administrators) annually complete teacher appraisals. This process includes teacher self-assessments, establishing goals, reviewing reference documents (ex. Teaching Standards) and indicators of success, as well as capturing evidence through multiple short and long classroom visits throughout the year leading to a final evaluation. The process has established stages, with timelines and milestones. Both the teacher and supervisor are authors to some aspect of the process. The teacher needs to be able to contribute their input, then view the input of the supervisor. The solution needs to allow the author to draft input and then submit when ready for others to view.

The solution must be able to be customized based on contract types and/or level of experience as the process has multiple tracks. Over the course of any teacher's career, their participation in evaluation cycles must be trackable.

An ideal solution will allow principals to capture evidence through various portable technologies (including mobile phones), offer feedback to teacher automatically afterwards (when desired), prompt the action of another user (teacher, VP) and collect real time data on milestones for direct reports.

An intention will be to correlate student achievement with teacher appraisal. An intention will also be to harvest system-level information within the group (and subgroups) of completed appraisals to inform decisions to improve student achievement.

The solution must be secure, customizable, scalable, open and compatible with the RCE's and CSAP's existing technologies and tools. It must be intuitive, user-friendly and support data entry from a variety of existing modern tools. The solution must also be replicable to parallel processes for other employee groups.

It must be compliant with all legislation, including but not limited to Freedom of Information and Protection of Privacy Act.

C.2 MATERIAL DISCLOSURES

Provisions within the Draft Form of Agreement (Appendix D) shall clarify for Proponents all processes and procedures, hours of operation, and other mandatory conditions of award and performance.

C.3 MANDATORY TECHNICAL REQUIREMENTS

As part of the Technical Submission, by providing a Proposal and completing the Submission Form (Appendix A), Proponents are confirming that they will adhere to these mandatory technical requirements. Proponents' ability to deliver on these mandatory technical requirements will be evaluated based on Section C.4 Rated Criteria.

C.4 RATED CRITERIA

C.4.1 Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) brief description of the proponent;
- (b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the RCE's and CSAP and who the main point of contact will be.

The RCE's and CSAP may request further information from specific proponents regarding their proposed solution which may include but not limited to a demonstration of the software. These information sessions will be after the proposal closing date and upon satisfactory completion of all mandatory technical requirements.

C.4.2 References

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last five (5) years. Specifically, the reference should show the application of the solution in their organization and how it impacted their appraisal process.

Provide the name of each project reference, along with their phone number and email address. The project reference information provided should identify the size of the projects conducted, as well as demonstrate the extent of your previous experience, the clients' overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

The RCE's and CSAP will only evaluate three (3) references. If more than three (3) references are provided by the proponent only the first three (3) listed in the proposal will be evaluated.

C.4.3 Flexibility/Expandability

- Should be able to provide for future parent access from outside the RCE's or CSAP's network, supporting multiple email providers
- Should be an enterprise class application that has the ability to automate forms and accompanying workflow processes, scalable to meet future needs and applications
- Ability to expand in the future to meet other possible form requirements outside of appraisal, including but not limited to school trip approvals, tracking emergency management drills, student services supports requests, etc.
- Should be able to support future processes/workflows without additional expense or modules

C.4.4 Functionality/Ease of Use

- Compatible with all major web browsers (Firefox, Chrome, Safari, Edge) with no requirement to have client installed
- Solution should operate in English and French (CSAP must be able to operate the solution in French)
- Cloud based solution
- Completed forms should be auto filed according to pre-established standardized file names within the solution and in a pdf export
- Auto filing should be connected with the original demographic import for the employees
- Historical data in the forms should be able to be tracked and analysed
- Authentication and all transactions should be SSL/TLS (encrypted)
- Should use HTML 5 (no flash, no java)
- Should have Open Database Connectivity (Oracle, SQL, MySQL)
- Each RCE and CSAP should have their own separate database or should at least be restricted to viewing/exporting data within their own region
- Each RCE and CSAP should be able to query their own data and remotely connect to the system to access this data

- Login error messages should limit the amount of information displayed on the screen. For example, a user who enters an incorrect username or password, the error message shall not inform the user what was incorrect
- Supports Secure Lightweight Directory Access Protocol (LDAPS)
- Passwords should be a minimum of eight characters and include upper case, lower case, specials character and a number (not all RCE's or CSAP may want LDAPS)
- Passwords should expire at agreed upon intervals
- Passwords cannot be reused for an agreed upon amount of password changes
- Passwords cannot contain the employee name (first or last), cannot contain their professional number or SAP number
- Accounts should lock after an agreed upon number of attempts
- Secure user login screen (password is not displayed when entering)
- Availability of features should be consistent across different platforms, browsers and devices
- Optimized user experience from mobile devices – responsive design
- User response time should be stable regardless of system or network load
- Should provide meaningful feedback to users when error conditions occur and steps to take to remedy the conditions
- Should provide safeguards against unintentional deletion of data (confirmation dialogues)
- Help documentation should be easily accessible within the application
- Should have the ability to operate in multiple browser windows tabs concurrently
- Visual design should be intuitive and engaging
- User response time should remain stable when users generate a report or series of reports
- User experience should remain stable regardless of browser
- Ability to copy/paste content from the solution to other applications
- Should have the ability to customize fields/values
- Multiple user (customizable) access roles to authorize functionality and permissions
- The solution should have the ability to enable/disable features that are not used or needed, based on user permission level.
- Accounts able to be given rights/access and features enabled/disabled in groups, schools, etc.
- Notification capabilities based on system events or user-generated events
- Search capabilities offer simple and advanced modes including but not limited to multiple fields using partial information and/or wildcard characters
- Single unique access account for each individual staff member
- The solution supports role-based access-based accounts based on Active Directory Security groups
- The solution should have the ability to assign staff roles by school, and assign staff different roles if they work in more than one school

- Should temporarily lock-out users after a specified number of failed login attempts
- Ability to time-out user session after a configurable period of no activity
- Should have audit functionality capturing when changes are made and by whom
- Logging functionality to capture system and user errors
- Data validation capability to validate data formats (dates, numeric, alphanumeric, capitalization, phone numbers, addresses, postal codes)
- Ability to report statistics regarding data used in the forms
- Should support a customizable dashboard view providing data analytics in a graphical to table view
- Should provide a form view and an approval workflow for forms needing to pass through a single or multiple viewers/approvers
- Should have the ability to support comments/feedback from reviewers/approvers
- The solution should be able to integrate with Microsoft Exchange
- Should provide automatic event notification via RCE and CSAP email platforms
- Should have the ability for user to define the conditions of the workflow protocol
- Should have the ability to clone workflow templates
- Should have the ability to log workflow activities for audit trail
- Should have digital signature capabilities
- Should be able to complete complex searches with multiple filters
- Should support locking fields and data once that option is chosen
- Should support auto-populating fields
- Should support configurable print settings
- Should support exporting data of file formats including PDF, EXCEL, Google Docs and Sheets
- Should support direct export of files in pdf format to our electronic file storage platform
- Should support form version control
- Should support multi-page forms
- Should have the ability for the user to pull data from SIS (currently PowerSchool), SAP for HR data and Microsoft SQL
- Ability to display different sections of the form based on user
- Should support hyperlinks to internal and external urls, and hyperlinks to internal documents
- Should support customizable pop-up alerts, tool tips and instructions
- The solution should have textbox functionality to limit content, set alignment, set margins,
- Secure data within the form
- Easily searched within authorized user groups
- Should support attachments
- Should be able to review, share and edit forms in DRAFT and published forms

- Ability to categorize users based on data fields and apply workflow rules based on those categorizations
- Ability to manually override information when needed
- Should provide end user training
- Should provide users with single sign-on credentials

APPENDIX D – DRAFT FORM OF AGREEMENT

The terms of the Contract Agreement that will be used for this project are provided in this appendix. The final agreement will be negotiated based on this Draft.

<<Non-Negotiable>>

DRAFT FORM OF CONTRACT

NOTE: THIS DRAFT FORM OF CONTRACT IS A VERSION THAT SHALL BE ISSUED TO OR EXECUTED BY THE SUCCESSFUL PROPONENT PURSUANT TO THE TERMS OF THIS RFP. IT IS NOT TO BE EXECUTED AND RETURNED BY THE PROPONENT AS PART OF ITS PROPOSAL.

AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT made the *XX day of MONTH A.D. 2020*.

BETWEEN:

THE HALIFAX REGIONAL CENTRE FOR EDUCATION

(the "HRCE")

OF THE FIRST PART

- and -

CONTRACTOR'S NAME

(the "Contractor")

OF THE SECOND PART

RECITALS

WHEREAS the HRCE has analysed its needs and requirements for ***PROJECT NAME***;

AND WHEREAS based on the HRCE's analysis, the HRCE prepared a detailed request for proposals setting out their needs and requirements (the "TENDER or Tender"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto.

AND WHEREAS the HRCE submitted the "TENDER" to a number of companies capable of providing **PROJECT NAME**;

AND WHEREAS **CONTRACTOR'S NAME** provided a detailed response to TENDER/RFP #4043 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS CONTRACTOR'S NAME in the Response made certain representations with respect to its capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

SCOPE OF WORK

- 1.0 The services to be performed by the Contractor for the Board are outlined in the Scope of Work, of Request for Proposal (TENDER/RFP) #4043, a copy of which is attached to this Agreement as Appendix C.
- 1.1 The services outlined in Appendix C may be adjusted from time to time by mutual agreement between the HRCE and the Contractor.

TERM

- 2.0 This Agreement shall be in effect from and including the ***XX day of MONTH, 20XX and shall continue until XX day of MONTH 20XX*** unless terminated or renewed in accordance with the terms of this Agreement.

SATISFACTORY PERFORMANCE

- 3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the HRCE from time to time in a competent and a professional manner to the satisfaction of the HRCE, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the HRCE.

PAYMENT PROCEDURE

- 4.0 Invoices shall be submitted by the Contractor to: ***Nancy Rideout, Manager of Accounting & Purchasing, Halifax Regional Centre for Education, 33 Spectacle Lake Drive, DARTMOUTH NS B3B 1X7***
- 4.1 Upon determining that the work evidences completion by the Contractor of the portion of the Agreement to which the invoice relates, the HRCE shall cause the invoice to be paid.

WITHHOLDING PAYMENT

5.0 The HRCE shall be entitled to withhold payment to the Contractor:

(a) Where there is unsatisfactory performance of the services to be performed by the Contractor as described under articles 1.0, 3.0 and 5.1 of this Agreement;

(b) For any portion of the invoice which the HRCE disputes;

(c) To the extent necessary to protect the HRCE in respect of any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2, 10.3 and 10.4 if there is a reasonable probability that such amounts or claims may be assessed or made against the HRCE; and

(d) As provided in article 11.1.

5.1 In the event of there being unsatisfactory performance by the Contractor, then the HRCE shall notify the Contractor of the circumstances surrounding the unsatisfactory performance of the services rendered and the Contractor shall correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the Contractor by the HRCE of such deficiencies.

EXPENSES

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the Contractor inclusive of all costs incurred by the Contractor in hiring other employees to perform the services under this Agreement.

INDEPENDENT CONTRACTOR

- 7.0 The HRCE and the Contractor agree that the Contractor is an independent contractor and not an employee of the HRCE, nor is the Contractor a partner with the HRCE.
- 7.1 The HRCE and the Contractor agree that any personnel supplied by the Contractor to the HRCE shall be considered employees of the Contractor and not employees of the HRCE.

WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS

- 8.0 The Contractor shall pay or cause to be paid any assessment or contribution required to be paid by the Contractor in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers' Compensation Act* (Nova Scotia) and shall indemnify the HRCE for any amounts assessed against and paid by the HRCE as a result of the failure by the Contractor to comply with the provisions of this article or the *Workers' Compensation Act*.
- 8.1 The Contractor shall be responsible to deduct from the payments received from the HRCE, the amount, if any, of the Contractor's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

TAXES

- 9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.
- 9.1 The HRCE shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the Contractor provides identification of its goods and services tax registration number on the respective invoice and identifies the total amount of goods and services tax on the invoice.
- 9.2 In the event that the Contractor does not invoice the HRCE for the goods and services tax, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit the goods and services tax.

INSURANCE

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$2,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property. HRCE must be added as additional insured.
- 10.1 The Contractor agrees to obtain and maintain, for the duration of this Agreement, Professional Liability Insurance (Errors and Omissions) insurance in an amount not less than \$2,000,000.00 **(FOR CONSULTANTS ONLY)**

- 10.2 Where applicable, Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Proponent and used in connection with this Contract.
- 10.3 The Contractor agrees to obtain and maintain, for the duration of this Agreement, cyber and privacy breach liability insurance in an amount not less than \$2,000,000.00
- 10.4 Such insurance shall include blanket contractual liability.
- 10.5 Evidence of such insurance in a form acceptable to the HRCE shall be provided to the HRCE prior to the date of the commencement of this Agreement.
- 10.6 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the HRCE, and shall indemnify and save harmless the HRCE for any costs that may be incurred as identified under article 11.

INDEMNIFICATION

- 11.0 The HRCE shall indemnify and save harmless the Contractor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the HRCE, its employees and agencies in the performance by the HRCE of this Agreement.
- 11.1 The Contractor shall indemnify and save harmless the HRCE, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, their employees and agencies in the performance by the Contractor of this Agreement.
- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the HRCE or the Contractor in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced shall immediately provide notice in writing to the other party of such proceedings.

TERMINATION

- 12.0 This agreement may be terminated by the HRCE at any time during the term, in whole or in part, in HRCE's sole discretion without cause or liability to Contractor, by HRCE providing to Contractor at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.

- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE, then the HRCE may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the HRCE shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the HRCE may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the HRCE being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.3 In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the HRCE's operations, the Director of the department affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the HRCE's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.

- 12.4 After the suspension of services, in the event that the HRCE wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the HRCE will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.
- 12.5 Notwithstanding the next preceding Article, the HRCE shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

Dispute Resolution

Arbitration:

- 13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the Commercial Arbitration Act (Nova Scotia), subject to the following:
- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.

- (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

CONFIDENTIALITY AND OWNERSHIP OF PROPERTY

- 14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the HRCE in the performance of this Agreement, shall be the sole property of the HRCE.

14.1 As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the HRCE.

COMPLIANCE WITH LAWS AND POLICIES

15.0 In performing the services under the terms of this Agreement, the Contractor and its employees shall comply with all of the HRCE's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.

15.1 If unfamiliar with HRCE policies and regulations, the Contractor shall request, review and abide by all pertinent Board policies and regulations, including but not limited to, the Code of Conduct expected of employees of the HRCE.

NON-ASSIGNABILITY

16.0 The Contractor agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the HRCE.

INCONSISTENCY

17.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

NOTICE

18.0 All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the HRCE at:

***Nancy Rideout, Manager of Accounting & Purchasing
Halifax Regional Centre for Education
33 Spectacle Lake Drive
DARTMOUTH NS B3B 1X7***

To the Contractor at:

18.1.1 Any notice, request, demand or other communication given by prepaid registered mail shall be deemed to have been received on the fourth business day following the date on which the notice was mailed.

18.1.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

SUCCESSORS

19.0 This Agreement shall endure to the benefit of and be binding upon, the parties to this Agreement, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

CONTRACTOR'S NAME	

Signing Authority Name	

	Date

Witness	

HALIFAX REGIONAL CENTRE FOR EDUCATION	

Nancy Rideout, Manager of Accounting & Purchasing	

	Date

Witness	

SCHEDULE A

HRCE TENDER/RFP DOCUMENT

(PROVIDED TO ALL BIDDERS AND ON FILE BY TENDER NUMBER AT HRCE PURCHASING DIVISION)

SCHEDULE B

CONTRACTOR'S BID RESPONSE TO TENDER

(ON FILE BY TENDER NUMBER AT HRCE PURCHASING DIVISION)

END OF DRAFT CONTRACT

