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Edward
Island
CANADA

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Transportation and Infrastructure

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REQUEST FOR PROPOSALS

COVERING THE FIT-UP & RENTAL OF SPACE
for
Health PEI
Patient Medical Home, Rustico, Queens County

and for
Government of Prince Edward Island, as represented by the
Minister of Transportation and Infrastructure (DTI)

Request for Proposal Number:	#23054
Date Issued:	September 1, 2023
Submission Deadline:	2:00 pm on Tuesday, September 26, 2023

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1. GENERAL

The Department of Transportation and Infrastructure (DTI) (hereafter referred to as the "Lessee") is seeking proposals on behalf of Health PEI (HPEI), (hereafter referred to as the "Tenant") for the fit-up and rental of space to accommodate a Patient Medical Home from private individuals, companies or authorized agents for the provision of new or renovated space in the greater Rustico area in Queens County. (+/- 5 kms radius from the current health center located at 7379 Cavendish Road, Route 6, North Rustico, C0A 1X0)

The space program requires approximately 5,000 square feet of useable area and includes the interior fit-up (turn-key arrangement).

The Annual Lump Sum Rental Cost rate shall be all-inclusive of operating costs (except janitorial) and fixed for a 10-year term, with an option to extend pending mutual agreement on rate, terms and conditions.

Landlords shall identify any additional common area charges (if applicable) in their proposal. This area must be included in the annual rental rate.

Tenants may require the services of a "handyperson" at various times to complete tasks such as moving office furniture, installing white boards, painting an office etc. Proponents are to provide a brief overview in their proposal, of the availability of a "handyperson" within their organization and the current hourly charge out rate for the "handyperson"

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Refer to RFP Timetable (Item #14). Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

All New Information to Proponents by way of Addenda

This RFP may be amended by an addendum in accordance with this section.
All questions pertaining to this RFP must be received in writing by date noted in the RFP Timetable. If the Lessee, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents in the form of an Addendum and shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. All Addenda will be posted on the Government of Prince Edward Island procurement website and it is the sole responsibility of the Proponent for obtaining all addenda issued by the Lessee. Proponents shall confirm their receipt of all addenda by including the Addenda Acknowledgement page by setting out the number of each addenda in the space provided.

Submissions must include the following:
1. Appendix "A" submission form
2. All information requested in Section 12.6 and elsewhere in this RFP

3. PROJECT PURPOSE AND DESCRIPTION

Health PEI's strategic goal is access and coordination for primary care services. The goal will be achieved through implementation and investments in the Primary Care roadmap for Medical Homes and Neighborhoods. To achieve this goal, the Gulf Shore Health Center is to be developed as a Patient Medical Home (PMH) to accommodate three (3) clinical providers (Physicians and/or Nurse Practitioners) and three (3) Allied Health professionals, including the necessary staffing and support required for a Patient Medical Home.

The Tenant does not require an entire building dedicated to the Patient Medical Home, and indeed welcomes the idea of being placed in a larger building that may accommodate ancillary or complimentary services; however, other tenants and space uses must be compatible.

As the intent of this RFP is to address a current space shortage, time is of the essence and therefore it is envisioned that the successful proposal may be based on renovations to an existing space, however, new construction will also be considered. Date of occupancy will be a factor in the scoring of the proposals.

4. RFP PARTICULARS - LOCATION, APPEARANCE, DESIGN & CONSTRUCTION

The salient features of the Patient Medical Home, including operational requirements are:

- Located in the greater Rustico area.
- All modern utilities and services including:
  - Water / Sewer
  - Heating, Ventilation and Air Conditioning (21-23C year-round)
  - Electricity
  - Phone and Data (infrastructure only)

- Barrier Free Accessibility
- Fire and Life Safety (including wall mounted fire safety plan showing exiting)
- Waste Removal (medical waste excluded)
- Pest Control
- Snow Removal / Ice Control (snow removal services are required during and immediately after a major snowstorm has ceased during working hours, health offices may remain open during storms. When the storm ceases during the night, removal so the site is cleared of snow and lots salted by 7:30 am 5 days/week.)
- Building/ Suite Security – standard motion detectors / keypad (annual monitoring to be paid for by the Tenant).

Hours of operation are typically 8am – 5pm with the occasional evening and weekend clinic. Public access must be able to be provided on those evenings until 9pm.

A net to usable gross factor of 1.45 has been used in the space programs, to allow for the necessary circulation. The minimum clear corridor width in patient areas to allow for mobility assistance devices shall be 6’-0”; the minimum clear corridor width in other areas shall be 4’-0”.

Building support spaces such as mechanical rooms, electrical rooms, shared circulation, entranceways, elevators, entrance vestibules etc. have not been included in the space programs.

Public and staff exterior entrance vestibules, which provide access directly from the exterior, are to be provided and include recessed non-drained foot grills. Note that public entranceway must accommodate a min. 4’-0” opening for bariatric path of travel.

Provision of a separate staff entrance and vestibule is very desirable.

Proponents renovating existing space must provide fixtures and finishes which are in “like-new” condition. Existing locations must be free from any hazardous materials including mould, asbestos, radon, PCB and lead paint.

The room sizes may be adjusted within reason (with the Tenant’s approval) to suit a layout promoting efficient workflow, space functionality, and circulation. Existing spaces may accommodate the program in several different configurations. The space program has been written to optimize flexibility.

The Tenant will arrange and pay for their own janitorial service within the suites; however, this may be considered additional rent in a building which currently provides janitorial services (negotiated separately) to other tenants.

The interior fit up shall satisfy the requirements indicated in this section, as well as, specific space requirements noted in the space program.

Energy Efficiency

It is the intent that this project achieves as high an enhanced a level of energy efficiency as is practical. With this in mind, the Proponent will be required to meet or exceed the following general guideline:

- Any new stand alone mechanical and electrical systems (including lighting) are to be designed to meet or exceed the National Energy Code for Buildings 2017. The successful proponent will be expected to ensure the project design, specifications and construction include the appropriate requirements and details to ensure demonstrable compliance that meets or exceeds with the NECB 2017.

- Building envelope associated with new construction or existing construction, which requires modification to satisfy the space program, shall incorporate upgrades required to meet or exceed the NECB 2017.

A high-level overview of the approach the proponent will follow and measures which will be implemented to achieve energy efficiency for the rented space is to be included in the proposal submission.

Proponents are advised to note the enhanced level of interior fit-up requirements for the Patient Medical Home which will affect pricing.

Architectural

Demising walls, required to separate the leased space from adjacent tenants, shall extend from floor slab to under side of upper deck/slab. The demising wall system shall provide a minimum STC rating of 50 and shall provide a physically secure barrier. If space is provided for in a multi level building, the floors above and below must also have a STC rating of 50.

Interior partitions/ceilings in offices, exam rooms, clinic spaces, meeting and healthcare room must provide a high level of acoustic separation and privacy, including acoustic batt insulation, acoustic caulk etc., they are required to achieve a minimum composite room STC rating of 45; interior partitions must extend a minimum 6” above ceiling height.

Ceiling tiles in offices, exam, clinic, meeting rooms and health care rooms and other locations identified in the space program shall have a minimum NRC rating of 0.80, as provided by Armstrong ULTIMA Health Zone High NRC lay-in tile, or similar tile.

The requirement for the NRC ceiling tile rating of 0.80 can be reduced to 0.55, if the sound rated partitions, surrounding the rooms which have a ceiling sound rating requirement of 0.80, are extended from slab to underside of deck and provided with a sound seal top and bottom and required composite room STC ratings are maintained.

Ceiling tile in other areas shall have a minimum NRC rating of 0.55, as provided by Armstrong #2911 random fissured tile, or similar tile.

Interior walls and unfinished exposed materials are to be painted with one coat of primer and two coats of washable paint.

Flooring shall be luxury vinyl plank or tile floor with backing, material shall meet ASTM F 1003 for commercial application. Base shall 4" high rubber base with toe profile and pre-moulded corners.

Interior wood doors for rooms requiring acoustic privacy shall be flush solid core wood doors with acoustic seals, rated STC 28-33, for upgraded acoustic privacy as required to maintain the composite room STC rating noted above and manufactured in accordance with the Canadian Wood Door Manufacturer Association guidelines. Door faces shall be painted or pre-finished.

Interior wood doors not requiring acoustic privacy can be standard hollow core wood doors manufactured in accordance with the Canadian Wood Door Manufacturer Association guidelines. Door faces shall be painted or pre-finished.

Fire rated doors and frames shall be provided as required by applicable code or standard.

Minimum door size shall be 3'-0" X 7'-0" X 1 ¾"; however, increased door width to 4'-0" for bariatric access and path of travel is required to locations identified in the specific space requirements.

Interior door frames shall be welded pressed steel frames manufactured in accordance with the Canadian Steel door and Frame Manufacturers' Association guidelines.

Hardware for doors shall be institutional/commercial grade, locks shall be keyed individually and to a master key. All passage, privacy and lockset hardware shall have lever style handles.

All doors shall be supplied with 1½ pair of hinges and floor or wall mounted door stop. 4'0" doors to have additional hinges as required.

Doors for offices, storage, clean utility, LAN and other areas identified in the space program requirements shall have a keyed lockset.

Doors for exam, counseling meeting etc. shall have a passage set.

Doors for washrooms shall have a privacy hardware with occupancy notification. Dual acting hinges and emergency release locksets are required for public washrooms (Standard of Acceptance: PEMKO Anti-barricade rescue hardware)

Public exterior entrance and vestibule doors shall have closer, as well as, barrier free electric operator. Opening widths shall be a minimum of 4'-0" inches.

Staff entrance door shall have access control with card reader and closer; if a staff entrance is not provided the main entrance is required to have access control with swipe card.

Corridor doors connecting to the waiting area shall have lockset, swipe card access control, and closer.

Millwork and cabinetwork requirements are identified in the space program.

Millwork for custom constructed reception workstations shall include plastic laminate reception counters with 3mm pvc edge banding to match laminate. The reception counter design shall accommodate sit/stand owner supplied desks. The custom constructed counter shall include security and infection control barriers between staff and patients complete with shatter proof glass, talking ports and document pass-through, as well as, privacy separations between intake positions.

Cabinet work shall be fabricated in accordance with AWMAC standards, materials utilizing melamine composite panels with PVC edging. Hardware shall be commercial grade; hardware shall include recessed soft closing hinges, slow closing drawer slides and recessed adjustable shelf standards.

Exterior windows are desirable for a number of offices, all windows shall be provided with commercial grade shear weave roller shades 5% (3% on south facing elevations) and a painted wood windowsill with apron.

Painted wood or PVC wall protection guards at chair back height shall be provided on walls in waiting areas; exterior corners in corridors and high traffic areas shall be provided with 3-foot-high vinyl corner guard.

FRP wall protection panels (12" x 24") are to be installed around hand sanitizers.

FRP wall protection panels (48" wide x 48" wide) centered behind wall mounted lavatories starting at the top of the baseboard. (not required for hand hygiene sinks)

Paint colours, flooring, finishes, base, etc. shall be selected and coordinated in conjunction with Lessee.

Mechanical

The heating, ventilating and air conditioning system (HVAC) shall be consistent with best practices for a medical office environment as per NBC, PEI Occupational Health and Safety regulations, and the American Society for Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).

The HVAC system shall provide an adequate supply of tempered, cooled, filtered and humidified air to each space, including an adequate amount of outdoor air. The occupant load for offices and exam rooms etc. is assumed to be 3 people per space, other work and meeting spaces will have an occupant load based on use and size. The HVAC system will be capable of maintaining a temperature of 21C during the heating season with a relative humidity of 30%, and a temperature of 23C during the cooling season.

The HVAC system shall include ducted supply and return, as well as, heat recovery for exhaust air. A maximum of 4 spaces with similar heating/cooling loads may be controlled by one thermostat. Large rooms shall be provided with individual dedicated thermostats.

The HVAC system shall be balanced, to achieve the design flow rates, prior to occupancy by the Tenant; a copy of the balancing report will be provided to the Lessee.

The LAN room requires an independent stand-alone split cooling system sized to meet the anticipated equipment heat generation. The terminal cooling unit shall be wall mounted with the final location being approved by government ITSS prior to installation.

Washrooms shall include a floor mounted low flow tank type toilet and wall hung lavatories (without overflow); the toilet in the bariatric washroom shall be designed for 600-pound bariatric use.

Washroom and exam room lavatories shall have a temperature mixing valve located in a recessed wall cabinet close to the lavatory, as well as, an electronic faucet with water flow control sensor and valve. A shroud to cover the lines and valves under the lavatory is to be provided. The electronic water flow sensor and valve shall be hard wired to a low voltage transformer. All hand wash lavatories shall <u>not</u> have an overflow. Exam room lavatories shall be hand hygiene infection prevention sinks - refer to Space Specific Requirements.

A floor mounted corner sink, with dropped lip for bucket dumping, and wall mounted supply faucet with filler hose shall be supplied in custodial/janitor rooms.

All heating and domestic water piping shall be insulated.

A plumbed emergency eye wash station shall be provided off the exam room corridor near the janitor closet meeting the requirements of PEI OH&S Act General Regulations.

Life safety systems and equipment, including fire extinguishers, as required by applicable codes, are to be provided and maintained by the Landlord.

Electrical

Interior lighting shall be to levels consistent with best practices for office environments as per the Illuminating Engineering Society of North America (IESNA).

Light fixtures shall be drop in LED fixtures, unless surface mount is required due to ceiling type. Light fixtures in enclosed rooms, open work areas or corridor shall be controlled by individual switches for the space.

Lights in offices and exam rooms shall be dimmable fixtures with dimmer switches.

Light fixtures in exam rooms shall have a “low glare” or “high visual comfort” style lens/diffuser.

Offices and work areas will typically require 3 power and one data/telephone outlet. The power outlet adjacent to the data/telephone outlet shall be a quad outlet. Requirement for additional power, data/telephone outlets are identified in the space program.

Utility (Pak Poles) required for the modular workstations (if required) will be supplied by the Tenant, the Landlord will be required supply and install the required power, telephone and data connections for the modular workstations.

A stand-alone duress alarm system is required, with twelve (12) wireless emergency call buttons / wearable devices. The duress alarm system shall have audible alarm signals in the corridors and an annunciator panel in the reception area.

A stand-alone security camera system is required, the system shall include cameras for exterior, waiting room, staff entrance and main corridors; connected to a recorder located in LAN room. Monitor to be provided for viewing. Location of monitor to be determined during the design phase.

A standalone door access control system with proximity card readers and electric strikes/locks is required for staff entrance doors, file room, reception and corridors (both into the exam room corridor from the waiting area and from the exam room corridor into

the staff area). The access control system to be provided with 30 access control cards, programmed as required by the Tenant. The Tenant shall be provided with training on how complete card programming and will be responsible for ongoing programming.

One dual head EV chargers shall be provided in the parking lot. Two parking spaces shall be dedicated for short term charging. The Landlord will be the recipient of any revenue associated with the EV charger use.

A fire detection and alarm system, as required by applicable code, shall be provided and maintained by the Landlord.

The telephone and IT data systems shall be supplied and installed in accordance with the "Government of Prince Edward Island Structured Cabling Standards" dated February 13, 2023; for reference the Structured Cabling Standard is attached as appendix "E" to this RFP. Item #25 will be supplied to the successful proponent for installation. Item #30 will be supplied and installed by the Lessee. Network connectivity through a wireless point to point roof top antennae may be required depending on the location. This work includes a mast on the roof, weather head into the building, 2 data drops inside the building where the weather head enters the building, a 1" metal conduit from entry into the building to the LAN room with 2 copper risers inside the conduit. Cost for the supply and installation will be paid separately from this RFP.

Public and Government wireless access points are required to provide wireless coverage throughout the building. It is anticipated up to ten (10) access points will be required (five for government and five for public wifi). The data outlets above the ceiling for the wireless access points are to be installed by the Landlord. The wireless transmitters will be supplied and installed by the Tenant and the Service Provider. A location map will be generated by ITSS and the Service Provider once the floor plan is finalized.

Internal communication cables (phone lines) are to be terminated on BIX terminal strips installed on a plywood back panel located in a secure electrical room. The Landlord is to provide an empty utility conduit system that allows the Tenant to install telephone, cable and fibre lines required for communication. Public wifi / modem shall also be run back to a secure electrical room. Only ITSS data cabling for government network shall be housed in the LAN room.

5. PARKING

The minimum requirement for parking is 34 parking spaces; the spaces are allocated for:

Disabled or parent with child: 2 (signage & space painting to be provided)
Staff: 15
Clients/patients: 15

EV charging: 2

The provision of required parking as part of the proposal, and the relationship to other parking spaces and users will be scored as part of the evaluation criteria.

6. STANDARD OF CONSTRUCTION AND DESIGN

The space must be designed and constructed in accordance with all applicable municipal and provincial codes, as well as, the latest provincially adopted edition of the National Building Code (NBC).

The successful proponent will be expected to hire a professional consulting team (PEI registered architects and engineers) to work with the Lessee and the Tenant groups for the design of the space.

It is anticipated the design team will develop and refine multiple concept designs, as well as, detail design with input from the Lessee and Tenant.

The Landlord will provide the Lessee with 90% drawings and specifications for review and 100% completed as-built record drawings and specifications upon completion of the fit-up.

The cost of the design and implementation shall be borne by the successful proponent and included as part of the fit-up cost.

The experience of the consultant team will be scored as part of the evaluation criteria

7. TERM

The term of the lease shall be for a ten (10) year period.

The term shall commence on the date of Substantial Completion and upon a Certificate of Occupancy as provided by the regulatory authority having jurisdiction. Any deficiencies noted on the Substantial Completion certificate will need to be provided to the Lessee for acceptance prior to occupancy and the start of the term.

A sample lease has been included with this RFP (Appendix “D”)

8. RENTAL RATE

The annual lump sum rate submitted shall include all costs associated with providing the fit- up spaces and shall include but not be limited to:

.1 Charge for usable space (measured from inside the exterior walls and to the midpoint of interior demising partitions) including charge for all Tenant fit up outlined and specified in this RFP
.2 Utilities / Building Services (as per 4.0), including inspection and certification of life safety equipment/systems on an annual basis
.3 Fire and liability insurance
.4 Property and business taxes
.5 Maintenance and repair including building, systems and fixed interior fit up components
.6 Common area costs
.7 Parking

9. RENTAL PAYMENTS

The monthly rental rate will remain the same amount throughout the 10-year term of the lease.

The Lessee shall pay the annual lump sum rental rate in twelve (12) equal monthly payments, which shall be made in advance of the first of each month, upon receipt of a monthly invoice from the Landlord.

10. HST

HST shall be an additional charge to the rent.

11. RFP CONTACT

All parties contemplating submitting a proposal covering the supply of the necessary space may contact Holly Hinds, Department of Transportation and Infrastructure, at 902-368-4854 or hahinds@gov.pe.ca with any questions or require additional information.

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

12. PROPOSAL SUBMISSION

.1 All proposals must be addressed to:

Department of Transportation and Infrastructure
Building Maintenance and Accommodations
11 Kent Street - 3rd Floor, Jones Building
PO Box 2000
Charlottetown, PE
C1A 7N8

ATTENTION: Holly Hinds

Proposal submissions will be received in clearly marked, sealed envelopes at the Security Desk at the main entrance of the Jones Building, 11 Kent Street, Charlottetown, PEI C1A 7N8.

.2 All proposals must be submitted in a sealed envelope, which is marked on the outside to indicate "**Proposal # 23054, HPEI Patient Medical Home, Rustico, Queens County Fit-up and Rental RFP**".

Proposals must be submitted at the location set out above on or before the submission deadline. The Proponent is solely responsible for the delivery of its proposal to the exact location indicated in this RFP. The Province does not accept any responsibility for proposals delivered to any other location by the Proponent or its delivery agents. Proposals submitted after this deadline will not be accepted. The Province's time clock will be deemed to be correct.

.3 RFP holders may, during the proposal period, be advised by addenda of required revisions to the original RFP documents. All Addenda will be posted on the Government of Prince Edward Island procurement website and it is the sole responsibility of the Proponent for obtaining all addenda issued by the Lessee. All such changes shall become an integral part of the RFP documents and shall be allowed for in arriving at the final rental rate submitted.

The receipt of addenda for the RFP shall be acknowledged by filling in the addendum number and date of issue for each addendum on the appropriate line in the tender form. These lines shall be initialed by the person signing the tender after they have been filled in.

.4 Amendments to the submitted offer will be permitted if received in writing prior to the RFP closing and if endorsed by the same party or parties who signed and sealed the offer. Amendments submitted by fax will be accepted if received prior to RFP closing (fax: 902-368-5395).

.5 Proponents may withdraw their proposals prior to the submission deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact

prior to the submission deadline and must be signed by an authorized representative of the Proponent. The Province is under no obligation to return withdrawn proposals.

.6 All Proponents are required to provide the following information about their company (four pages maximum) with their Appendix "A" submission:

.1 Corporate information (sole proprietorship, incorporated, etc.)
.2 Date of incorporation
.3 Company Owners / Key Principals
.4 Contact information
.5 Brief company history
.6 List of recent turn-key lease contracts and contacts (minimum 2)
.7 Consultant team (Architect and Engineers) - expertise and experience related to previous health centre/clinic projects
.8 Overview of approach to energy efficiency measures which will be implemented per the "Energy Efficiency" requirement in Section 4
.9 Summary of benefits associated with location (item 12.7)
.10 Diagrammatic drawing of the proposed space and site plan of the property, indicating required parking (item 12.8)
.11 Project schedule indicating major milestone events (item 12.9)
.12 Availability, expertise and cost of "handyperson" service as outlined in Section 1
.13 Proof of valid commercial zoning for the property, either complete or in-progress
.14 Proof of insurance
.15 Acknowledgement of all addenda issued

.7 All Proponents are required to provide a concise summary (one page maximum) outlining the key benefits of the location, including a description of the space (new / existing), including opportunities such as direct and indirect benefits to Government (including avoided costs), the economic and social benefit of the location to the community at large and the compatibility with adjacent land use. Proponents shall include a listing of tenants (existing or planned) within a shared building scenario.

.8 All Proponents are required to provide a diagrammatic floor plan indicating sufficient space to accommodate the space program. Diagram should indicate entrance locations, vertical / horizontal circulation and any shared spaces with other tenants (i.e. washrooms, entrances).

The Proponents are also required to provide a site plan indicating vehicle access, available parking, the building and adjacent buildings.

.9 All Proponents are required to provide a schedule (in weeks) identifying tasks or work elements from the execution of the lease through the completion of the fit-up for occupancy. The schedule shall include enough detail and milestones for Tenant's planning purposes.

.10 Proponents shall submit their proposals containing six (6) hard copies of the complete proposal and one (1) electronic copy saved as a pdf on a USB flash drive.

In the interest of environmental sustainability, please refrain from using binders, bindings, plastic covers, or similar fastening or presentation materials when submitting the proposal.

.11 Proposals shall be irrevocable for a period of ninety (90) days from the submission deadline.

13. PROPOSAL EVALUATION & ACCEPTANCE

Proposals will be evaluated by representatives of:

1. Health PEI
2. The Department of Transportation and Infrastructure

Proposals will be evaluated based on the following criteria:

	Criteria	Points
1	TECHNICAL SECTION Overall proposal suitability: - Understanding of the proposal objectives, scope and healthcare requirements; - Proposal must meet the requirements identified herein and be presented in a clear and organized manner; - Direct and indirect financial, social, and economic benefits to government and the community at large - Parking availability - Date of occupancy / reasonableness of schedule - Energy efficiency approach	40
2	Organizational Experience: - Corporation information to demonstrate that the company has sufficient resources in manpower and financial ability to carry out the project; - Project Manager: qualifications, position within the organization and experience; - Examples of similar "turn-key" lease projects	10
3	Technical expertise and experience: - Proponents must provide description and documentation of A&E consultant team technical expertise and experience.	5
4	COST SECTION Value and cost: Proponents will be evaluated on the cost of their solution(s) in accordance with the scope of this project - Total annual rental cost - Annual cost to cover fit up and renovation costs, including consulting fees (identified separately but included as part of the annual rental cost)	40
5	Realistic allocation of "Annual Lump Sum Rental Cost" between "Rental Cost" and "Fit-Up Cost"; as well as realistic cost for tenant fit-up.	5
	TOTAL	**100**

Any proposal that received a score below 40 out of 55 for the technical section shall be rejected and the fee component returned unopened.

The proposal with the lowest Annual Lump Sum Rental Cost will receive 40 points for rent. Points for rent allocated to other proposals will be determined by:

- Calculating what percentage, the rent in their proposal exceeds the lowest Annual Lump Sum Rental Cost proposed and;
- Deducting that percentage of the points for rent from 40.
- As an example, if proposal A with an Annual Lump Sum Rental Cost of $120,000 was the lowest and proposal B had an Annual Lump Sum Rental Cost of $132,000. Proposal A would receive 40 points and proposal B would receive 40-(10% of 40) = 36.0.

Proponents may be contacted for proposal clarification or requested to attend a personal interview with government representatives as part of the RFP evaluation process.

The results of the evaluation and the associated recommendations will be submitted to Treasury Board for review and final decision.

Notwithstanding the proposal scores, the Minister reserves the right to reject any proposal deemed to be unreasonable relative to other proposed fees.

The Minister reserves the right to negotiate any or all conditions of the proponent's proposed work plan and / or reject all submitted proposals. Unsuccessful proponents may request a debriefing meeting following execution of a contract with the successful proponent.

The Minister reserves the right to award a contract to the Proponent whose proposal is judged most likely to produce a project which results in the best overall value to the Province and this decision is not open to appeal. ***The lowest priced, highest qualified, or any proposal will not necessarily be accepted.***

14. RFP TIMETABLE

Issue Date for RFP	Friday, September 1, 2023
Deadline for Questions	Tuesday, September 19, 2023
Deadline for Issuing Addenda	Thursday, September 21, 2023
Proposal Submission Deadline	**Tuesday, September 26, 2023 at 2:00pm**
Anticipated Execution of Agreement	October / November 2023

15. CONFLICT OF INTEREST

The Proponent warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Proponent shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Proponent of an actual or potential conflict of interest, Government, in its sole discretion, may either:

(a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or

(b) terminate the Agreement in accordance with the Termination section of this Agreement.

Proponents are required to identify any conflicts or potential conflicts in a letter attached to the fee component of their proposal. Failure to identify such conflict may result in the disqualification of the proposal.

16. TERMS AND CONDITIONS OF THE RFP PROCESS

16.1 General Information and Instructions

16.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP may be disqualified.

16.1.2 Proponents Not to Change Terminology

Changes to the terminology of this RFP are prohibited

16.1.3 Proponents to Follow Instructions

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

16.1.4 Language

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

16.1.5 **No Incorporation by Reference**
The entire content of the Proponent's proposal should be submitted in a fixed form, the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

16.1.6 **References and Past Performance**
In the evaluation process, the Province may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the Province.

16.1.7 **Information in RFP Only an Estimate**
The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP; or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the project. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

16.1.8 **Proponents to Bear Their Own Costs**
The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

16.1.9 **Proposal to be retained by the Province**
The Province will not return the proposal or any accompanying documentation submitted by a Proponent.

16.2 **Business Registration**
Proponents will be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult: https://www.princeedwardisland.ca/en/topic/business-name-registration

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

16.3 Communication after Issuance of RFP

16.3.1 **Proponents to Review RFP**
Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the deadline for questions. No such communications are to be directed to anyone other than the RFP Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Province will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

16.3.2 **All New Information to Proponents by Way of Addenda**
This RFP may be amended only by addendum in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum issued to proponents. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Province.

16.3.3 **Post-Deadline Addenda and Extension of Submission Deadline**
If the Province determines that it is necessary to issue an addendum after the deadline for issuing addenda, the Province may extend the submission deadline for a reasonable period of time.

16.3.4 **Verify and Clarify**
During the evaluation process, the Province may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars. The Province may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

16.4 **Execution of Agreement, Notification and Debriefing**

16.4.1 **Selection of Proponent and Execution of Agreement**
The Province will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement identified in this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

16.4.2 **Failure to Enter into Agreement**

In addition to all of the Province's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

16.4.3 **Notification of Outcome of Procurement Process**

Once an agreement is executed by the Province with a Proponent, the outcome of the Procurement process will be communicated to unsuccessful proponents.

16.4.4 **Debriefing**

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

16.5 **Conflict of Interest and Prohibited Conduct**

16.5.1 **Conflict of Interest**

The Province may disqualify a Proponent for any conduct, situation or circumstance, determined by the Province, in its sole and absolute discretion, to constitute a Conflict of Interest.

16.5.2 **Disqualification for Prohibited Conduct**

The Province may disqualify a Proponent, or terminate an agreement entered into if the Province, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

16.5.3 **Prohibited Proponent Communications**

A Proponent shall not engage in any communications that could constitute a Conflict of Interest.

16.5.4 **Proponent not to Communicate with Media**

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the Province, and then only in coordination with the Province.

16.5.5 **No Lobbying**

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

16.5.6 **Illegal or Unethical Conduct**

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Province; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

16.5.7 **Rejection of Proposals**

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

(a) illegal or unethical conduct as described above;
(b) the refusal of the Proponent to honour its submitted pricing or other commitments;
(c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
(d) the Province's past experience with the Proponent within the 36 month period prior to the Submission Deadline for similar or related services; or
(e) any information provided to the Province by any references of the Proponent.

16.6 **Confidential Information**

16.6.1 **Confidential Information of the Department**

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

(a) is the sole property of the Province and must be treated as confidential;
(b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
(c) must not be disclosed without prior written authorization from the Province; and
(d) must be returned by the Proponent to the Province immediately upon request of the Province

16.6.2 **Confidential Information of Proponent**

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the

Province, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available online at:
https://www.princeedwardisland.ca/en/information/justice-et-securite-publique/freedom-of-information-and-protection-of-privacy-foipp

16.6.3 **Personal Information**

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") governs the collection, use and disclosure of personal information by the Province and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:
https://www.princeedwardisland.ca/en/information/justice-et-securite-publique/freedom-of-information-and-protection-of-privacy-foipp

16.7 Reserved Rights, Limitation of Liability and Governing Law

16.7.1 **Reserved Rights of the Department**

The Province reserves the right to:

(a) make public the names of any or all Proponents;
(b) request written clarification in relation to a Proponent's proposal;
(c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
(d) verify with any Proponent or with a third party any information set out in a proposal;
(e) check references other than those provided by any Proponent;
(f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
(g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
(h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;

(i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or

(j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the Province has at law.

16.7.2 **Limitation of Liability**

By submitting a proposal, each Proponent agrees that:

(a) neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

(b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Province's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

16.7.3 **Governing Law and Interpretation**

These terms and conditions of the RFP Process:

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

APPENDIX "A"

SUBMITTED BY: _____

_____

_____

Phone: _____

FOR: Fit-Up & Rental of a HPEI Patient Medical Home, Rustico, Queens County as Outlined in Request #23054

SUBMITTED TO: Department of Transportation and Infrastructure
11 Kent Street – 3rd Floor Jones Building
PO Box 2000
Charlottetown, PE C1A 7N8

HAVING examined the contents of Request Number #23054, dated September 1, 2023, covering the fit-up and rental of space for the HPEI Patient Medical Home, Rustico, Queens County, we hereby offer to provide the necessary space and services (including all required costs associated with the building fit-up) for the following:

Total **ANNUAL LUMP SUM RENTAL COST** of:

_____Dollars ($) for each year.

The above Annual Lump Sum Rental Cost is comprised of:

(a) **RENTAL COST**

_____Dollars ($) for each year and;

(b) **FIT-UP COST**

_____Dollars ($) for each year.

Our annual "Fit-Up Cost" is based on a "Onetime Expenditure", covering tenant fit-up, associated design and project management of $_____.
The Department may make a lump sum payment, covering all or a portion of the "Onetime Expenditure", at the time of occupancy; which will result in a pro-rated reduction in the "Fit-Up Cost" portion of the "Annual Lump Sum Rental Cost".

Costs noted do **NOT** include HST.

In submitting this proposal, we recognize the right of the Department of Transportation and Infrastructure to accept any proposal or to reject all proposals.

In submitting this proposal, we agree to enter into a 10-year contract to provide the required rental space, as outlined in Request #23054, should our proposal be accepted by the Province. This contract will be as per the Province's standard lease agreement included with this RFP as Appendix "D".

The enclosed diagrammatic floor plan indicates sufficient space to accommodate the required space program.

Our proposal is based on providing the accommodation in a building located at the following address:

_____

_____

Our proposal includes _____ parking spaces for staff, patients and clients.

Our space will be ready for occupancy no later than _____

Acknowledgement of Receipt of Addenda

Addendum No. _____ Date Issued: _____ Initial: _____

Addendum No. _____ Date Issued: _____ Initial: _____

Addendum No. _____ Date Issued: _____ Initial: _____

Addendum No. _____ Date Issued: _____ Initial: _____

_____ _____
Witness Signature

_____ _____
Witness Signature

SEAL