



Request for Proposal

**Integrated Case Management (ICM) Software Development
and Pilot Implementation Project**
Ministry of Children and Family Development
Electronic Service Delivery Division
Request for Proposal (RFP) Number: MCF 03-07
Issue date: May 14, 2003

Government Contact Person

All enquiries related to this Request for Proposal are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

Ministry of Children and Family Development,
 Electronic Service Delivery Division,
 2nd Floor, 737 Courtney Street,
 Victoria, B.C. V8W 1C3

Attention: Jean Marcellus
E-Mail: Jean.Marcellus@gems4.gov.bc.ca

Closing Time and Location

Proposals must not be sent by facsimile or e-mail. Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and the project or program title.

Three copies of each proposal should be submitted no later than 2:00 PM Pacific Time on June 4, 2003 at the following location:

MAIL ONLY:

Ministry of Children and Family Development,
 Electronic Service Delivery Division,
 P.O. Box 9704 Stn. Prov. Govt.,
 Victoria, B.C. V8W 9S1

Attention: Jean Marcellus

COURIER/BY HAND:

Ministry of Children and Family Development,
 Electronic Service Delivery Division,
 2nd Floor, 737 Courtney Street,
 Victoria, B.C. V8W 1C3

Attention: Jean Marcellus

Proponents' Meeting

A proponents' meeting will **not** be held. However, questions may be submitted as described in the solicitation.

Proponent Section A person authorized to sign on behalf of the Proponent, and to bind the Proponent to statements made in response to this Request for Proposal, must complete and sign this Proponent Section, leaving the rest otherwise unaltered, and return one original with the first copy of the proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposal, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposal, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature:

Legal Business Name of Proponent, and Doing Business As Name If Applicable:

Printed Name

Address:

Title:

Date:

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Section A: Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposal, the following definitions apply:

- a) “Contract” means the written agreement resulting from this Request for Proposal executed by the Province and the Contractor;
- b) “Contractor” means the successful Proponent to this Request for Proposal who enters into a written Contract with the Province;
- c) “Ministry” means the Ministry of Children and Family Development.
- d) “must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration; “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- e) “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- f) “Province” means Her Majesty the Queen in Right of the Province of British Columbia and includes the Purchasing Commission and the Ministry;
- g) “Purchasing Commission” means the Purchasing Commission pursuant to the *Purchasing Commission Act*, RSBC 1996, chapter 392; and
- h) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposal. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in proposals that contradict any of the terms of this Request for Proposal will be as if not written and do not exist.

3. Receipt Confirmation Form

Proponents are advised to fill out and return the attached Receipt Confirmation Form immediately. All subsequent information regarding this Request for Proposal, including changes made to this Request for Proposal, will be directed only to those Proponents who return the form and will be distributed by the method authorized on the form. Subsequent information regarding this Request for Proposal may also be posted on the BC Bid* Website.

4. Late Proposals

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

5. Eligibility

- a) Proposals will not be evaluated if the Proponent’s current or past corporate or other interests may, in the Province’s opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposal. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposal. If a Proponent is in doubt

as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.

- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by a committee formed by the Province and may include employees and contractors of the Province. The Province’s intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposal process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Province for purposes of clarification.

11. Proponents’ Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Province, if any. If the Province elects to reject all proposals, the Province will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposal specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be in:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of Goods and Services Tax and Provincial Sales Tax.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposal is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposal will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Province.

18. Acceptance of Proposals

- a) This Request for Proposal should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals

will be assessed in light of the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.

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

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on the terms set out in Appendix B.

21. Liability for Errors

While the Province has used considerable efforts to ensure information in this Request for Proposal is accurate, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

22. Modification of Terms

The Province reserves the right to modify the terms of this Request for Proposal at any time in its sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All proposals submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposal.

24. Use of Request for Proposal

Any portion of this document, or any information supplied by the Province in relation to this Request for Proposal may not be used or disclosed, for any purpose other than for the submission of proposals.

25. Reciprocity

The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

Section B: Requirements and Response

1. Introduction:

The Ministry of Children and Family Development (MCFD), Electronic Service Delivery Division (ESDD), Implementation Services Branch (ISB) requires resource(s) (full time/part time) to support the development and pilot implementation of Integrated Case Management (ICM) Tools software.

Integrated Case Management refers to the process of working collaboratively when a child, youth and/or family requires services from more than one provider. When addressing the various needs of the client, service providers will work together to develop a joint plan for combined services. ICM Tools software provides the documentation, monitoring and evaluation of the ICM processes.

The project to develop and run a pilot of the ICM Tools software will be for a ten (10) month period beginning mid-June 2003 and ending April 2004.

The Integrated Case Management Pilot Project is to be presented as a fixed price quote. The term of the contract shall be from the date the contract is signed (expected to be mid-June to April, 2004).

A detailed list of mandatory and desirable criteria is provided in Section 6 of this document.

2. Background

The ICM approach to delivering services is client-centered and integrated, rather than aligned around professional disciplines or programs, thus meeting the holistic needs of the client. Integrated Case Management puts the clients or service recipients at the center and gives them an active voice in shaping services that will support them in directing their own lives, now and in the future.

The foundation of ICM is based on specific values and principles, which guide all team members in the process of ICM. These include: client-centered service, advocacy, recognizing diversity, collaboration and team work, mutual respect, participation, accountability, a holistic approach, continuity, transitions and least intrusive intervention.

Practitioners who are committed to the process and its principles have practised Integrated Case Management (ICM) throughout British Columbia on an ad hoc basis. Many practitioners have practised ICM on an informal basis. In the early 1990's,

however, government began to provide more formal support to ICM. The Child and Youth Secretariat supported the formation of Child and Youth Committees to enhance the integration of services to children and youth in communities and regions. A Handbook for Integrated Case Management was developed by the Secretariat and training was provided to communities upon request.

In 1996, following the release of the Gove Report, child and family services from five ministries were brought together to create the Ministry for Children and Families, now called Ministry of Children and Family Development (MCFD).

One of the key objectives of MCFD was the development of an integrated service delivery system for children, youth and families. To help achieve better outcomes for children, youth, families and other adults, an Integrated Service Delivery and Integrated Case Management Policy was approved in 1998. At the same time, the formation of an ICM Working Group initiated the development of an ICM implementation plan including training, communications, evaluation and aboriginal adaptation plans. An Integrated Case Management User's Guide was developed in late 1999. The roles and responsibilities of an integrated case management team, as described in the ICM User's Guide are:

- Organize meetings
- Identify team member roles
- Develop a case plan and review the plan regularly
- Maintain contact between the team and external referrals (i.e. residential placements)
- Determine a process for conflict resolution or mediation when necessary
- Compile, distribute and maintain meeting records
- Close or transfer a case
- Evaluate the outcomes

During fiscal 99/00, Systems Services Branch provided an ICM Team to research and document ICM business requirements and to evaluate off-the-shelf packages that would support the Ministry's ICM requirements. Although several packages were evaluated, none were found that met the business and the technical architecture requirements.

In November of 2001, the ICM Prototype project was created to define the Functional Specifications for system tools that could support the practice of ICM.

From January to September 2002, the ICM team documented business requirements to support the ICM processes. The team involved Ministry stakeholders and ICM practitioners from the Community of Chilliwack. This work resulted in the

development of a prototype for an ICM tool and the Functional Design Specifications documentation.

In July 2002, it was agreed to use the design prototype and develop the ICM systems tool to perform a pilot of the application in three communities.

3. Project Scope, Pricing, Term and Awarding of Contract

The purpose of this phase of the project is to:

1. develop and deliver the application as per the ICM prototype design;
2. work with the pilot sites to formalize work processes, identify risks and provide feedback to the development team for enhancements;
3. provide options and recommendations for province-wide implementation;
4. monitor and support the pilot.

The successful proponent will be working with the Ministry's Consultant, engaged as Application Architect for this project and who originally designed the Prototype. It is anticipated that the development phase will take 4 months and the pilot will run for 6 months.

The ICM tool will be developed and implemented as a web deployed thin client application. The development of the ICM tool is to be based on the Functional Design Specifications (Appendix D) supplied by MCFD which includes screen captures, data definitions, data models, process models and descriptions and interface definitions of the design prototype. These functional specifications were developed through consultation with several ICM practitioners and stakeholders in the province, and also with the Chairperson for the ICM Working Group at MCFD.

It is anticipated that there will be approximately 100 ICM participants in the three pilot sites. These sites will be located in the Fraser Region, the Vancouver Island Region and the North Region (Prince George). Of these users, approximately half will be MCFD staff working in several MCFD offices. The other half will be external ICM practitioners, including (but not limited to) teachers, parents, youth, counsellors and clinicians. The external pilot participants will be working from their own system operating environments (computers) using the Internet, and not on MCFD computers or networks. The ICM tool must provide robust performance for the pilot implementation audience and be scalable for a larger province wide implementation.

The proponent(s) will be responsible for:

Technical responsibilities:

- a) develop, test and implement the ICM tool based on the Functional Design Specifications (Appendix D) supplied by MCFD, and under the oversight of the Ministry's Consultant engaged as Application Architect for this project;
- b) technical documentation for the ICM tool;
- c) application management and system administration for the ICM tool during pilot implementation;
- d) monitor and support the six (6) month pilot;
- e) maintain a log of all problems and their resolution encountered during the pilot;
- f) investigate, resolve and implement product fixes for problems identified during the pilot;
- g) collaborate with the team to prepare a pilot evaluation report, including recommendations and options for a province wide implementation of the ICM tool (Implementation Plan).

Business responsibilities:

- h) provide a training plan and training materials for the use of the ICM tool
- i) complete the Privacy Impact Assessment;
- j) document the changed ICM business process flow resulting from the implementation of the ICM tool; update and amend as required, the ICM General Business Requirements, dated November 2000. B
- k) work with the ICM trainers and Subject Matter Experts to prepare the pilot groups for the pilot implementation;
- l) monitor and support the six (6) month pilot
- m) maintain a log of all problems and their resolution encountered during the pilot;
- n) collaborate with the team to prepare a pilot evaluation report, including recommendations and options for a province wide implementation of the ICM tool.

The Integrated Case Management Pilot Project is to be presented as a fixed price quote.

The project to develop the tool and run the pilot implementation of the ICM Tools software will be for a ten (10) month period mid-June 2003 and ending April 2004.

The lowest bid or any other quote will not necessarily be accepted.

4. Form of Subsequent Agreement

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province in accordance with the terms the terms set out in 'Appendix C'.

5. Requirements

The following skills will be required to support the ICM Tools Software Pilot Project:

Technical Skills:

- knowledge and experience with web application deployment, ASP (active server pages) development and web based security methodologies;
- demonstrated development experience using the Dreamweaver® Version 4;
- knowledge and experience in process and data modelling at the conceptual, logical and physical levels;
- knowledge and experience in Oracle databases, stored procedures, data dictionary and large scale data conversion projects; and
- knowledge and experience with Oracle Developer/Designer 9i.

Business Skills:

- knowledge and experience in project management methodologies;
- knowledge and experience in systems development life cycle process;
- knowledge and experience in business analysis;
- experience in creating business, technical and training documentation;
- experience providing user training; and
- written and oral communication skills at a senior level.

The proponent will work under the supervision of the MCFD staff project manager and be expected to use Project Management Institute (PMI) methodologies and reporting structures.

The work may be completed at the Electronic Service Delivery Division in Victoria, 737 Courtenay Street, Victoria, BC and may involve some travel to pilot locations.

The Ministry will only reimburse pre-approved travel for these purposes, outside of the Victoria area. The Ministry will provide access to computer networks. The contractor will be expected to provide their own computer equipment.

All development will adhere to the following Ministry (MCFD) standards:

- Win NT 4.0.
- M S Office 97.
- M S Project 98.
- M S Outlook 98.
- M S Internet Explorer 5.5.
- Dreamweaver ® Version 4
- Oracle Developer/Designer 9i
- Oracle Database 9.0.2
- M S Visual Studio and ASP.Net/VB.Net

The successful proponent will be required to sign the Ministry's standard consulting contract, with an assignment-specific schedule of services, before work can commence.

6. Evaluation

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

6.1 MANDATORY CRITERIA

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria	Weight
The proposal must be received at the closing location by the specified closing date and time. and date stamped by the Electronic Service Delivery Division on or before 2:00 p.m. June 4, 2003.	
The proposal must be in English and must not be sent by facsimile or e-mail.	
Three (3) copies of the proposal must be submitted.	
The proposal must be signed by a person authorized to sign on behalf of the Proponent.	
Demonstrated development experience using the Dreamweaver® Version 4.	
Demonstrated knowledge and experience in web application deployment, ASP (active server pages) deployment and web based security methodologies	
Demonstrated knowledge and experience with Oracle Developer/Designer 9i	
Proven Business Analysis skills at a senior level	

6.2 DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the following desirable criteria and weights.

Submissions will be evaluated by the evaluation committee in accordance with the following criteria and weight:

Desirable Criterion	Weight
Development Qualifications: <ul style="list-style-type: none">➤ Demonstrated knowledge and experience in process and data modelling at the conceptual, logical and physical levels➤ Demonstrated knowledge and experience in Oracle databases, stored procedures, data dictionary and large scale data conversion projects.	40%
Business Analyst Qualifications: <ul style="list-style-type: none">➤ Recent demonstrated knowledge and experience in project management methodologies, systems development lifecycle process, business analysis and supervising technical staff.➤ Experience in creating business, technical and training documentation.	40%

- Experience providing user training.
- Written and oral communication skills at a senior level.
- Experience facilitating and participating in Joint Application Design (JAD) sessions
- Knowledge of business in the Ministry (MCFD).

Pricing (Fixed Priced)	20%
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The evaluation committee will assess proposals on the strength of the information provided in the submissions and, where applicable, in response to requests for clarification and as a result of reference checks. Proponents should ensure that their submissions include sufficient information to support the assignment of scores to all criteria.

7. Proponent Response

In order to receive full consideration during evaluation, proposals should include the following:

7.1 TO MEET MANDATORY CRITERIA

Proponents not satisfying the mandatory criteria will be eliminated from consideration.

7.2 TO MEET DESIRABLE CRITERIA

- a) The proposal should draw from the proponents background and experience to outline how, when and to what degree the proponent has acquired the following knowledge or qualifications:
 - Demonstrated knowledge and experience in process and data modelling at the conceptual, logical and physical levels.
 - Demonstrated knowledge and experience in Oracle databases, stored procedures, data dictionary and large scale data conversion projects.
- b) The proposal must include documentation that will support the proponent's project management, business analysis, training and documentation abilities through:
 - knowledge of project management methodologies;
 - knowledge of systems development lifecycle process;
 - business analysis;

- training with skills in creating business, technical and training documentation for users and training purposes;
- written and oral communication skills at a senior level;
- facilitation techniques / JADs;
- team participation / practices / dynamics; and
- knowledge of the business of the Ministry (MCFD).

Price should be stated as an all-inclusive hourly rate based on a 7.5 hour day. The Province will pay travel expenses separately, in accordance with the Province of British Columbia's rate for Group 1 employees. Only pre-approved travel outside of Victoria will be reimbursed. For details on allowable expenses, please refer to Chapter Four of the Financial Administration Procedures manual (www.fin.gov.bc.ca/ocg/manuals/FAPRO/fapro.htm).

- state overtime policy; and
- state vacation expectations, and any previously booked time than may impact this project.

8. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in proponents' responses and to help ensure that each proposal receives full consideration. Pages should be consecutively numbered. Responses should include:

- an unaltered, completed and signed RFP copy page including Proponent section;
- a table of contents including page numbers;
- a short (one or two page) summary of the key features of the proposal;
- the body of the proposal, including pricing, i.e. the "Proponent Response";
- supplying applicable experience(s) that directly address both Mandatory and Desirable criteria outlined in Sections 6.1 and 6.2 of this document; including an excerpt from end user and training documentation; and
- include a current and complete résumé as an attachment.

Cover letters should not exceed two pages in length and complete submissions should not exceed six pages. References that can speak directly to proponent experience(s) relevant to this RFP must also be included.

Three copies of each proposal should be submitted no later than 2:00 PM Pacific Time at the time, date and location specified on the front page of this solicitation.

Appendix A Proposal Covering Letter

Letterhead or Proponent's name and address

Date

Purchasing agent's name and address

Dear Sir/Madam

Subject: **Request for Proposal name**
 Request for Proposal number
 List any amendment nos. and dates

The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Yours truly

signature

Name: _____

Title: _____

Legal name of _____

Proponent: _____

Date: _____

APPENDIX B

Receipt Confirmation Form

Integrated Case Management (ICM) Software Development and Pilot Implementation Project

Ministry of Children and Family Development Electronic Service Delivery Division Request for Proposal No. MCF 03-07

Closing date: 2:00 PM Pacific Time on June 4, 2003

To receive any further information about this Request for Proposal,
please return a completed copy of this form to:

Attention: Jean Marcellus
Ministry of Children and Family Development,
Electronic Service Delivery Division,
2nd Floor, 737 Courtney Street,
Victoria, B.C. V8W 1C3

Company _____
Street address: _____
City/Province: _____ Postal Code: _____
Mailing address
if different: _____

Phone number: _____ Facsimile number: _____
Contact person: _____ Title: _____
E-mail: _____

Unless further correspondence about this Request for Proposal can be sent by E-mail, it
should be sent by:

Courier collect, please provide the courier company name and account number:

Facsimile

Note: If neither box above is ticked, further correspondence will be sent by mail.

APPENDIX C

Form of Contract

Selected Contract Clauses

By submission of a proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Contract with the Province that may include, at the Province's discretion, the following clauses:

Registration with Workers' Compensation Board

The Contract may contain a provision that the Contractor and any approved sub-Contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

Compliance With Laws

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work. The Contractor will comply with all laws applicable to the work or performance of the Contract.

Laws of British Columbia

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

Arbitration

All disputes arising out of or in connection with the Contract will, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

Indemnity

Any Contract resulting from this Request for Proposal will require that the Contractor indemnify and save harmless the Province, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or sub-Contractor of the Contractor pursuant to the Contract excepting always liability arising out of the independent acts of the Province.

Insurance

Any Contract resulting from this Request for Proposal may require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in British Columbia in forms acceptable to the Province. All required insurance will be endorsed to

provide the Province with 30 days' advance written notice of cancellation or material change. The Contractor will provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Contract.

Comprehensive General Liability in an amount not less than \$1,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Province is to be added as an additional insured and the policy shall contain a cross liability clause.

Professional Liability in an amount not less than \$1,000,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under the Contract.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$1,000,000.

Funding

The Contract and the financial obligations of the Province pursuant to that Contract are subject to:

- c) there being sufficient moneys available in an appropriation, as defined in the Financial Administration Act, to enable the Province in any fiscal year or part thereof when the payment of money by the Province to the Contractor falls due under the Contract entered into pursuant to this Request for Proposal to make that payment; and
- d) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited expenditure under any appropriation referred to in subsection of this section.

Payment Holdback

The Contract may contain a provision whereby the Province will hold back a portion of the total Contract price until the requirements of the Contract have been met.

Software

It is the Contractor's responsibility to ensure that the Province has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

Intellectual Property Rights

The Province will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product developed through a Contract. Licensing and marketing rights to the developed product will not be granted in the Contract. Proposals regarding these rights should not be submitted in response to this Request for Proposal and will not be considered in evaluating responses. If, in the future, the Province elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

APPENDIX D

ICM Tools Functional Design Specifications