CITY OF NANAIMO
THE HARBOUR CITY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL No. 2830

Corporate Asset Management System

DATE ISSUED: May 11, 2021

Closing Location:
Purchasing Department
2020 Labieux Road
Nanaimo BC V9T 6J9

ESTABLISHED CLOSING DATE AND TIME:
Proposals must be received prior to:
June 7, 2021; 3:00 pm (15:00 hours) Pacific Time

ENQUIRIES:
Jane Rushton, Manager Purchasing & Stores
purchasinginfo@nanaimo.ca

Late Proposals will not be considered

and

Proposals will not be opened publicly

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Section 1.0 Overview

1.1 Project Overview

Nanaimo is a city on Vancouver Island with a population of approximately 100,000 people.

The City of Nanaimo is seeking proposals from software providers for the supply of an off the shelf product, configuration, implementation and ongoing support of Corporate Asset Management System (CAMS) software, as further described within Section 5: Scope of Work. Custom software built specifically for this project will not be considered.

The Successful Proponent will be required to provide implementation services including, but not limited to; high level project management and assistance with system installation, configuration, data conversion, migration, training and go-live support. Ongoing support and maintenance including upgrades and new releases should be included as part of the support contract.

Both on-premise and cloud solutions will be considered, however cloud solutions will be required to be hosted within Canada and meet FOIPPA requirements. Cloud hosted solutions not hosted in Canada will not be considered.

The City of Nanaimo is looking for Contractors that will provide expertise, assistance and training to internal staff who will manage the majority of the creation, configuration and rollout of CAMS asset classes and processes.

1.2 RFP Methodology

Under this procurement, the City is committed to the principles of fairness, equal access, and transparency, and at the same time wish to retain the greatest degree of flexibility. As such, the City intends to move through the RFP process in the following phases:

a. Open Period, Question & Answer
b. RFP Close
c. Mandatory Technical Requirements Review
d. Proposal Rectification Period
e. Evaluation of Proposals on basis of Evaluation Criteria
f. Reference checks
g. Demonstrations
h. Successful Proponent identified
i. Contract Negotiations

j. Execution of Contract between the City and Successful Proponent
k. Phased Implementation

For further information regarding the evaluation and selection process, refer to Section 4.0.

1.3 Intended Term of Agreement

The City will enter into a full Agreement for Phase 1 to allow for access to all the functions and features of the system. The term of this Agreement will be for one year.

Upon successful completion of Phase 1, the City will enter into an Agreement for a total of seven (7) years, with the option to extend, as mutually agreeable, until the solution reaches the end of its useful life. Assessment of the useful life of the solution will be determined by the City, in its sole discretion.

The City reserves the right to terminate the Agreement at the end of one year without penalty should Phase 1 prove the system to be of limited value to the City. Assessment of the limited value will be determined by the City, in its sole discretion.

The City shall not incur any liability, should it choose not to exercise the option to extend the Agreement.

1.4 Fiscal Funding Out

Proponents acknowledge that the City cannot make financial commitments beyond its current fiscal year. In this regard, the City shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by this Agreement.

In the event that the approving authority does not appropriate such funds, the City will notify the Proponent, as set forth below, of its intention to terminate the goods or services. This notice will also state that unless further funds are appropriated prior to the expiry of the period of the notice, the services are to be terminated and that the City shall not replace the service with a substitute or comparable service by another party. If further funding is appropriated within twelve (12) months from the date of termination, the City will either; renew the award to the Proponent or if the City and Proponent are unable to reach agreement on the terms of a renewed award the City will issue a new RFP. If further funds are appropriated more than twelve months after the date of termination, the City will issue a new RFP. Such termination will take effect thirty (30) calendar days from the date of notification and will not constitute an event of default.

1.5 Definitions

The following definitions apply to the interpretation of this document:

"Addenda" means a change, or addition, or correction significant enough to be formally made to this RFP. Addenda are posted on the City's website.

"Agreement" means a legal document and any attachments that bind the City and all other parties subject to the provisions of the document(s).

"Business Day" means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in British Columbia.

"City" means the City of Nanaimo.

"Closing Location" means the location that all Proposals for this RFP will be accepted.

"Contractor" or "Consultant" means the Successful Proponent that enters into an Agreement with the City for the goods and services requested herein.

"Established Closing Date and Time" means the deadline for the submission of Proposals as set out herein.

"Evaluation Criteria" means the evaluation criteria described in Section 4 of this RFP.

"FOIPPA" means the *Freedom of Information and Protection of Privacy Act* of British Columbia.

"Mandatory Requirements" means those requirements described herein, which shall be fully satisfied in order for any Proposal to be considered by the City as an eligible Proposal.

"May" or "Should" used in this document denotes permissive.

"Must" or "Will" used in this document denotes imperative.

"Proponent" means the Person, Company or Corporation providing a response to this RFP.

"Rectification Period" means the period of time set out in Section 4.4 of this RFP during which a Proponent will be permitted to rectify its Proposal to satisfy the mandatory requirements of this RFP.

"Request for Proposal" (RFP) means the document issued by the City used to solicit Proposals, and as may be amended by Addenda, to provide goods, services or construction for the City.

"Subcontractor" means a legal entity approved by the City that may undertake the execution of a part of the Work pursuant to an Agreement with the Proponent, and may include both

"brokers" and "Subcontractors".

"Proposal" means the information submitted by a Proponent in response to this RFP.

"Successful Proponent" means the Proponent selected by the City pursuant to this RFP to finalize the Agreement.

"Work" means the total goods and/or services required by the RFP.

Section 2.0 Instructions to Proponents

2.1 RFP Closing Date and Submission Instructions

It is the sole responsibility of the Proponent to submit its response to this RFP to the Purchasing Department prior to the Established Closing Date and Time by one (1) of the following two (2) methods:

i. Hand/courier delivery: Proponents should submit one (1) original hard copy and one (1) electronic version in MS Word/PDF format submitted on an external flash drive. The Proposal should be enclosed and sealed in an envelope/package clearly marked: **RFP 2830 Corporate Asset Management Solution; attention: Jane Rushton** and delivered and addressed to the Purchasing Department, City of Nanaimo, 2020 Labieux Road, Nanaimo, BC V9T 6J9.

The City will not be liable for any discrepancy between the hard copy submission and the electronic version. In the event of a discrepancy between the hard copy submission and the electronic version, the electronic version will prevail.

The time clock in the Purchasing Department Office is the official timepiece for the receipt of all Proposals delivered by hand/courier.

ii. Electronic Opportunity Portal: follow this hyperlink; https://www.nanaimo.ca/bid-opportunities/. Click the submit button for **RFP 2830 Corporate Asset Management Solution**, register by providing all the required information; upload the submission document(s) and click submit.

- An email confirmation will be sent to the email address that has been registered.
- Registration is required for each submission.

Electronically submitted Proposals will be deemed to be successfully received when the time as posted on the Submission portal confirmation email is at or before the Established Closing Date and Time.

When submitting electronically please provide all required documents in one of the following formats: pdf, docx, xlsx, pptx, ppsx, jpg, jpeg, png, gif, bmp. Files should be under 99MB each. If possible, combine all files into one (1) up loadable format for ease of use.

It is the Proponent's sole responsibility to ensure its Proposal is received when, where and how it is specified in this RFP document. The City is not responsible for lost, misplaced or incorrectly delivered Proposals.

2.2 Signature

The Proposal must be signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP.

2.3 Pre-Proposal Site Meeting

A pre-proposal site meeting will not be held for this RFP.

2.4 Amendment to Proposals

Proponents may amend their Proposals after submission provided each revision is submitted and is received at the Closing Location and before the Established Closing Date and Time.

An authorized signatory of the Proponent must sign revisions.

Revisions received after the Established Closing Date and Time will not be considered or accepted.

2.5 Enquiries and Clarifications Related to this RFP

All enquiries regarding this RFP are to be directed in writing or by email to the following person(s):

Jane Rushton; purchasinginfo@nanaimo.ca

All enquiries must be received no less than five (5) business days before the Established Closing Date and Time. Questions received after this date will be responded to at the City's discretion, and responses cannot be guaranteed.

Information obtained from any other source is not official and no verbal communication will modify the terms of this RFP.

Proponents are required to check the City's website for all information up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.

2.6 Addenda or Question and Answer

If the City determines that Addendum response is necessary, the City will post an Addendum on the City website, and the information shall become integral to the RFP.

- Questions for clarification that alter the method, pricing and or specifications of the Proposal will be posted in the form of an Addenda, and must be signed and included with

the submission.

- Questions for clarification that do not alter the method and pricing of the submission will be posted in the form of a Question and Answer document and will not require to be signed and returned with the submission.

It is the responsibility of the Proponent to ensure that it has retrieved any Addenda as posted.

Proponents are required to check the City's website for all information up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.

2.7 Withdrawal of Proposals

Proponents may withdraw their Proposal at any time prior to the Proposal Established Closing Date and Time by submitting a written withdrawal request to the Purchasing Department via email to purchasinginfo@nanaimo.ca, attention: Jane Rushton, Manager Purchasing & Stores.

2.8 Examination of RFP Proposal Documents

It is the responsibility of each Proponent to examine the RFP Document(s) thoroughly. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the Services or Work and conditions imposed by the City.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal Fee submitted, unless the City, at its sole discretion, deems that it would be reasonable to do so, or there are additional Work requirements due to unforeseen circumstances and as approved by the City.

2.9 Liability for Errors

While the City has taken considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponent. The information is not guaranteed or warranted accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their opinions and or conclusions with respect to the Work as described in this RFP.

2.10 Litigation Clause

The City may, in its sole discretion reject a Proposal submitted by a Proponents if, within five years of the date of this RFP the Proponent, or any officer or director of the Proponent is or has

been engaged either directly or indirectly through another legal entity in a legal action against the City, its elected or appointed officers and employees in relation to:

a. Any other agreement and or contract for works or services; or

b. Any matter arising from the City's exercise of its powers, duties or functions under the Local Government Act, Community Charter or another enactment.

In determining whether to reject a Proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants or representatives.

In addition, the City will consider whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of the Agreement if it is awarded to the Proponent.

2.11 Lobbying

Proponents must not, in relation to this RFP, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the outcome of the competitive process provided for in this RFP. Any attempt on the part of a Proponent, or its employees, agents, contractors, sub-contractors or representatives, to contact an employee of the City, Elected Official or Appointed Officer, other than the City's designated Purchasing staff identified on the cover page of this document, to influence the outcome of the purchasing process or subsequent award, may result in the disqualification from the submission process.

2.12 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, officials or other representatives of the City; deceitfulness; 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.

2.13 Gifts and Donations

Proponents will ensure that no representative will offer or extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the City. The Proponent will

report any attempt by any employee of the City to obtain such favours to the City of Nanaimo's Chief Administrative Officer or designate.

2.14 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any sample requests, meetings, negotiations or discussions with or presentations to the City or its representatives and consultants, relating to or arising from this RFP.

2.15 Changes to RFP Document

Proponent must not alter any portion of this RFP document, with the exception of adding the information as requested where necessary**.** To do so may invalidate the submission of its Proposal.

2.16 Changes to the Proposal Wording and Content

Proponents may amend their Proposals after submission provided each revision is submitted and is received at the Closing Location and before the Established Closing Date and Time. An authorized signatory of the Proponent must sign revisions.

Revisions received after the Established Closing Date and Time will not be considered or accepted. Proponents are not allowed the opportunity to change the wording or content of their Proposals after the Established Closing Date and Time, and no words will be added to the Proposal after the Established Closing Date and Time, including changing the intent or content of the presentation of the Proposal, unless requested by the City.

2.17 Acceptance and Rejection of Proposals

This RFP does not commit the City, in any way to select any Proponent or accept any Proposal and the City reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever and to proceed with the Services in some other manner separate from this RFP process.

Proponents are advised that the lowest price, or any Proposal may not necessarily be accepted and the City reserves the right to reject or accept any or all Proposals in whole or in part at any time without further explanation.

Proponents are cautioned to carefully read and follow the instructions stated herein, as the City reserves the right to disqualify any Proposal that fails to meet any of the requirements of this RFP.

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the City is not material, the City may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the City.

2.18 Ownership of Proposals

All Proposals submitted, other than any Proposal withdrawn prior to the Established Closing Date and Time of Proposals or any late Proposals, become the property of the City and will not be returned to Proponents.

2.19 Joint Submission

A joint submission is a Proposal prepared and submitted by two (2) Proponents having no formal corporate links. In the event of a joint submission, one Proponent must be prepared to take overall responsibility and be the single point of contact for the City.

2.20 Working Language

The working language of the City is English and all Proposals should be submitted in English.

2.21 Not a Binding Agreement

Issuance of this RFP, the Proponent's preparation of a Proposal, and the subsequent receipt and evaluation of the Proposal by the City does not obligate the City in any manner whatsoever, including awarding an Agreement to any Proponent. Only the full execution and delivery of the final Agreement Documents between all parties will obligate the City in accordance with the Agreement terms and conditions.

2.22 Compliance with Regulations and Standards

The services and/or supply of goods as contemplated in this RFP must comply with the most current legislated regulations and/or standards as modified from time to time.

2.23 Freedom of Information and Privacy Protection Act (FOIPPA)

The City advises Proponents that submissions may be subject to the provisions of *FOIPPA* and the *Community Charter*. Proponents who wish to ensure particular parts of their submission are protected from disclosure under *FOIPPA* should specifically identify those portions that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing criteria may be subject to disclosure to third parties. Personal information provided in the submission will be collected pursuant to *FOIPPA* and the *Community Charter*. The personal information will not be released except in accordance with the *FOIPPA*. Questions about the collection of your personal information may be referred to the Legislative Services Department at (250) 755-4405, or via email at foi@nanaimo.ca.

2.24 Notification of Award

The Successful Proponent will be notified in writing and required agreeable obligations will need to be fulfilled before the Work can begin. All Proponents are directed to regularly check the City's website for results of the opportunity as unsuccessful Proponents will not be notified in writing.

The City is not obligated to any Proponent in any manner until a Purchase Order has been issued and signed by and authorized representative of the City.

2.25 Limitation of Liability

By submitting a Proposal, each Proponent irrevocably agrees that the City shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

2.26 Debriefing

Proponents may request a debriefing which may be made available at the City's convenience and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to

challenge the procurement process. The City will provide a debriefing upon request, after an Agreement award has been completed.

2.27 Opening of Proposals

Proposals will not be opened publicly.

Section 3.0 General Terms and Conditions

3.1 Acceptance of Terms

All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal, except those revisions that are proposed or requested in the Proposal and accepted by the City.

3.2 RFP and Proposed Agreement

Proponents shall identify any specific provisions contained in this RFP and the attached Schedule A Privacy Protection Schedule with which it is unwilling or unable to comply. Proposed changes are subject to City review and approval in writing and may not be accepted in whole or in part.

3.3 The City Reserve Rights

The City reserves the right to:

a. Waive any irregularity or insufficiency in any Proposal;
b. Accept the Proposal which is deemed most favourable to the interest of the City;
c. Accept any Proposal in whole or in part;
d. Seek Proposal clarification with any or all of the Proponents to assist in the evaluation;
e. Request clarification from one or more than one Proponent with regard to pricing that is obviously unbalanced;
f. Negotiate with the selected Proponent;
g. Reject any or all Proposals;
h. Contact references other than, and or in addition to, those furnished by the Proponent;
i. Modify the terms of the RFP at any time in its sole discretion; up to the Established Closing Date and Time.

3.4 Indemnity

The Successful Proponent agrees to indemnify, and save harmless the City, including and without limitation, to its Council Members, agents, and employees. This will be from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time, either before or after the expiration or termination of the Agreement. Where the same or any of the aforementioned are based upon or arise out of or from anything done or omitted to be done by the Successful Proponent or by any employee,

officers, director or Sub-Contractor, the Successful Proponent pursuant to the Agreement excepting any liability out of the independent acts of the City.

3.5 Insurance Requirements

The Successful Proponent shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Agreement term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Nanaimo.

a. **Commercial General Liability Insurance** in an amount not less than two million ($2,000,000) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

   i. Include the City of Nanaimo as an additional insured;
   ii. Be endorsed to provide the City of Nanaimo with (30) days advance written notice of cancellation or material change; and
   iii. Include a cross liability clause.

b. **Cyber Liability Insurance** Each Contractor providing network, privacy, cloud, data or digital services is expected to carry Cyber Liability Insurance at a minimum of five hundred thousand ($500,000) per occurrence and one million ($1,000,000) aggregate. In addition, each policy is expected to be evidenced by certificate(s) of insurance including the undertaking to give at least thirty (30) days prior notice to the City by registered mail in the event of cancellation of or reduction in coverage.

All insurance must be primary; and not require the sharing of any loss by an insurer of the City. If the insurance policy(ies) expire before the end of the term of the Agreement, the Contractor must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

The Successful Proponent shall provide, maintain, and pay for, any additional insurance which is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

The Successful Proponent shall place and maintain, or cause any of its Subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

3.6 WorkSafe BC and Business License Requirements

Only if the Work requires the Successful Proponent to be on site in Nanaimo will WorkSafe BC and a City of Nanaimo Business License be required.

3.7 Pre-Conditions of Award

The following pre-conditions of award apply to this RFP and the Successful Proponent will be required to complete the following:

a. Enter into an Agreement with the City of Nanaimo; and
b. Provide insurance as identified in 3.5

In the event that it is deemed appropriate, safe and critical to project success for the Successful Proponent to be physically onsite for any duration of the project, the Successful Proponent will be required to adhere to Covid-19 Safety Protocols set out in Section 5.0 and additionally submit proof of the following:

c. Business License the Successful Proponent will be required to hold a valid City of Nanaimo or Inter-community business license for the duration of the Work; and,
d. WorkSafe BC the Successful Proponent will be required to provide a WorkSafe BC Clearance Letter as evidence of its organization being in good standing with WorkSafe BC for the duration of the Work.

3.8 Invoicing and Payment

If an Agreement is awarded, invoices should be sent to the City's Accounts Payable Department at: finance.division@nanaimo.ca and should include as a minimum:

a. Purchase Order number;
b. Project document number, if applicable;
c. City contact full name (first and last); and
d. Applicable taxes shown as a separate line item.

Payment term is Net thirty (30) days from receipt of an accurate invoice. Electronic Funds Transfer (EFT) is the preferred method of payment. EFT is a direct deposit into the Contractor's bank account.

The City reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing without penalty.

No payment for extras shall be made by the City, unless the City's designated project manager authorizes such extras.

3.9 Proponent Performance

The Successful Proponent will be evaluated on their performance throughout the term of this Agreement. Suppliers achieving a less than satisfactory rating under the evaluation will be notified and required to create and implement a corrective action plan that addresses any shortfall in the Supplier's performance. If the Supplier fails to create or implement the corrective action plan or if the Supplier's performance level does not improve the City may take further action including but not limited to cancelling the Agreement and/or suspension of the Supplier from future bidding opportunities.

3.10 Termination and Suspension By the City

a. Should the Successful Proponent neglect to complete the Work properly or fail to perform any provisions of this Agreement, the City may notify the Successful Proponent in writing that it is in default of its contractual obligations and instruct it to correct the default or take steps to correct the default, within seven (7) working days of receiving the notice. Failure to comply with the default request extends to the City the option, without limiting any other right or remedy the City may have, of immediately terminating this Agreement. Subject to a right of set-off the City shall have for damages incurred due to such neglect or failure by the Successful Proponent, the City shall pay the Successful Proponent for all Work performed and all disbursements incurred pursuant to the Agreement and remaining unpaid as of the effective date of such termination.
b. Other than for reasons set forth in 3.10a, the City may terminate this Agreement for any reason by giving thirty (30) days prior written notice to the Successful Proponent. Upon receipt of such written notice, the Successful Proponent shall perform no further Work other than those reasonably necessary to close out the project. In such event, the Successful Proponent will be paid by the City pursuant to this Agreement, for the completed tasks that remain unpaid up to the effective date of such termination.

3.11 Termination and Suspension By the Successful Proponent

a. Should the City fail to perform any provisions of this Agreement, the Successful Proponent may notify the City in writing that it is in default of its contractual obligations and instruct it to correct the default within seven (7) working days of receiving the notice. Failure to comply with the default request extends to the Successful Proponent the option, without limiting any other right or remedy the Successful Proponent may

have, of immediately terminating this Agreement and requesting settlement for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

b. Should the Successful Proponent's Work be suspended by the City at any time for more than thirty (30) calendar days in any calendar year through no fault of the Successful Proponent, then the Successful Proponent shall have the right until such suspension is lifted by the City, to terminate this Agreement upon giving three (3) working days written notice thereof to the City. In such event, the Successful Proponent will be paid by the City pursuant to this Agreement, for the completed tasks that remain unpaid as of the effective date of such termination.

3.12 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising from the Agreement; using the dispute resolution procedures set out in this section or otherwise agreeable.

a. **Negotiation:** The parties will make reasonable efforts to resolve any Disputes by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
b. **Mediation:** If all or any portion of a dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the dispute with the assistance of the mediator. The place of mediation will be Nanaimo, British Columbia. Each party will bear its own costs of participating in the mediation.
c. **Litigation:** If within ninety (90) days of the request for mediation the dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

3.13 Time is of the Essence

All Proponents acknowledge that time is of the essence with respect to the Work requirements as described herein.

Section 4.0 Evaluation and Selection Process

4.1 Verification and Clarification Process

The City may, in its sole discretion, during the evaluation and selection process, seek clarification in relation to a Proposal from a Proponent and may take any clarification provided into account in evaluating the Proposal. The City reserves the right to request that a Proponent provide additional information at any stage of the process, including after the date for submission of Proposals, in respect of those criteria or otherwise.

4.2 Mandatory Technical Requirements

Proposals will be reviewed to determine whether the Mandatory Technical Requirements have been met. In order for Proposals to be eligible, they **MUST** meet all of the following Mandatory Technical Requirements:

a. FOIPPA compliant if vendor cloud hosted, including data hosted only in Canada. Cloud based solutions must be hosted in Canada to meet FOIPPA requirements;
b. Integration with the City's GIS system, ESRI spatial data in some fashion. The ESRI spatial repository must remain the authoritative system of record for spatial locations of assets; and
c. The solution be must be an off the shelf software solution ready to be installed and configured. Proposals for custom built software will not be accepted.

Questions or queries from the City as to whether a qualified proposal has met the mandatory technical requirements will be subject to the verification and clarification process. Proposals satisfying the requirements of the Mandatory Technical Requirements will proceed to the evaluation as detailed below.

The Proponent's Mandatory Requirements Form **MUST** be filled out, included in the Proposal and signed by a person authorized to legally bind the Proponent to statements made in response to this RFP.

4.3 Proposal Eligibility and Mandatory Commercial Requirements

In order for Proposals to be eligible, they **MUST** meet the following mandatory commercial requirements:

a. The Proposal **MUST** be submitted at or before the stipulated Established Closing Date and Time;
b. Proponent's Information Form **MUST** be filled out, included in the Proposal and signed by a person authorized to legally bind the Proponent to statements made in response to this RFP; and

c. The Proponent **MUST** sign and include any Addenda if posted.

Subject to Sections 4.4 and 4.5, the City will reject a Proposal that fails to meet the Mandatory Commercial Requirements identified in Section 4.3 Proposal Eligibility and Mandatory Requirements.

4.4 Completeness of Proposal

Proposals will be reviewed to determine compliance with Section 4.3 Proposal Eligibility and Mandatory Commercial Requirements. Proposals failing to satisfy the Mandatory Commercial Requirements as of the Established Closing Date and Time will be provided an opportunity to rectify any deficiencies during the Rectification Period as stated in Section 4.5 Rectification Period.

4.5 Rectification Period

If a Proposal fails to satisfy all the Mandatory Requirements, with the exception of 4.3a, the City will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the Mandatory Requirements within the 48-hour Rectification Period, its Proposal will be excluded from further consideration. The Rectification Period will begin to run for 48-hours from the time and date that the City issues a rectification notice to the Proponent.

For clarity, the Proposal must be substantially complete and compliant and received before the Established Closing Date and Time in order for the City to initiate the Rectification Period. The City will not waive the mandatory Established Closing Date and Time requirement.

4.6 Evaluation Criteria

The following criteria identify the key components on which Proposals will be evaluated.

Item	Evaluation Criteria	Point Value
1.	Company Profile, Experience and References	20
2.	Proposed Solution Functionality	50
3.	Methodology/Implementation Plan/Support/Proposed Contract	10
4.	Total Solution Cost	20
	TOTAL	**100**

4.7 Proposal Content

It is important that Proposals clearly provide all the necessary information as outlined below.

In the case, that contradictory information or information that contains conditional statements is provided with respect to a requirement, the City will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular rated criteria.

Proposals that do not respond to a particular rated criteria, are left blank or contain a response of, n/a or not applicable, will receive a zero (0) point score for that criteria. Where the evaluation team cannot reasonably find responses to a rated criteria, a zero (0) point score will be assessed.

The submission to each of the rated criteria should:

1. Be complete (bullet point format is acceptable);
2. Be concise and factual; and
3. Demonstrate the Proponent's understanding of the City's business needs by providing answers validating its capabilities.

4.7.1 Company Profile, Experience and References (20 points)

a. Provide an introduction to your firm and include the number of years in business under this company name, and the firm's primary business.
b. Describe the capability and experience to deliver the proposed Corporate Asset Management System software solution, including the implementation methodology and customer support services.
c. Describe any implementation challenges you faced in your past projects and how you solved them.
d. Identify the proposed team lead and any additional key team members that would work with the City. Highlight the relevant qualifications and experience of each.
e. Provide a minimum of three projects of similar or greater magnitude and have been successfully completed within the past five (5) years. Include a reference for each project including name and contact information. References may be contacted and their response may be used to form part of the evaluation score.
f. Identify what sets your organization apart from your competition.

4.7.2 Proposed Solution Functionality (50 points)

a. Describe in detail the Corporate Asset Management System software solution being proposed. This should include discussions of functionality, system software and hardware requirements, and any other information that would assist in understanding of the product.
b. Complete and submit the separately posted Schedule E – Corporate Asset Management Response Matrix.
c. Describe how the proposed solution integrates with ESRI ArcGIS Enterprise 10.8.1 and integrates with data from other systems, including API availability.
d. Describe how the proposed solution can integrate with current ERP systems and list available integrations.
e. Describe the mobile capability of the software, the required devices or OS, the syncing or connection methods, and any limitations in creating new or maintaining existing spatial assets from the field.
f. Clearly describe whether the system is hosted (cloud-based) or installed on premise on the City of Nanaimo's local IT infrastructure.
g. Clearly indicate if the proposal includes a development or test environment as well as a production environment.
h. Describe any benefits or functionality not asked for in the RFP that would be a benefit to the project and/ or use of the system.

4.7.3 Methodology/Implementation Plan/Support/Proposed Contract (10 points)

a. Describe in detail the methodology for assisting City staff with the implementation of the proposed Corporate Asset Management System software solution. Include recommendations for project phasing.
b. Provide a detailed testing plan for both production and system acceptance testing.
c. Provide a train the trainer plan for City staff.
d. Describe the availability of support staff.
e. Support portal/knowledge base articles/known issues list.
f. Describe your process for dealing with software patches and updates.
g. Indicate if any features are not available with the current version and if those features will be in the next release or future releases. Also, identify all features that will require customization by your firm.
h. Provide a copy of any Service Agreement, Software Licensing Agreement, Maintenance Agreement or other that the City would be expected to sign.

i. Provide examples/information of technical abilities required for administration of data and reports; Can CAMS users manage their own reports and data, or is IT/consulting required for any change?
j. Indicate willingness to comply with and adhere to the Schedule A Privacy Protection Schedule.
k. Provide and label as Schedule C a copy of your standard proposed Licensing/Subscription Agreement, Software Licensing Agreement, On-going Support, Maintenance Agreement or other(s) that the City would be expected to sign.
l. Provide any service level agreements that define and guarantee quality metrics, such as system up-time and reliability.

4.7.4 Total Solution Cost (20 points)

All prices are to be in Canadian dollars and are to include all taxes, on a separate line, except GST.

a. Provide the total and phased cost of the proposed solution in Schedule D – Pricing Forms based on your responses to Schedule E – Corporate Asset Management Response Matrix. If the solution is modular, the price for each module should be clearly identified, along with the functionality it provides. It is the City's preference that the software be licensed on a site basis but if user licenses are required then indicate the cost per user.
b. If some modules are optional and not required as identified in your response to Schedule E –Corporate Asset Management Response Matrix, provide these as optional and provide costs for each.
c. Include an estimate of the number of hours required to support implementation and if this is included in the total cost identified in 4.7.4.a.
d. Include all costs associated with travel; accommodation; and implementation including but not limited to project management, installation, user acceptance testing, support and validation, go-live and post-live support; documentation; and training.
e. Provide annual software maintenance costs.
f. Include an hourly rate for any team members, and for any additional services that may be required.

For the purposes of the evaluation Table H will be used to evaluate the Total Solution Cost component.

4.8 Evaluation of Proposals

Proposals will be evaluated on a category basis as follows:

Stage 1 – Proposal Eligibility

The City will examine all Proposals that meet the eligibility requirements as set out herein.

Stage 2 – Weighted Evaluation

The City will evaluate the eligible Proposals based on the Evaluation Criteria in 4.6 using a weighted evaluation scoring method. Proposals will be evaluated using a scoring scale of 1-5 with the resulting score then multiplied by the pre-determined weighted evaluation value for each particular criterion. The weighted score for each item will be added together to arrive at an aggregate (total) score for the evaluation and ranking for all Proposals. The City will assign scores at its sole discretion.

Where priced Proposals are required, the following equation will be used to allocate the points. The lowest proposed price will receive the full value of the allocated points. Each additional Proponent will receive a percentage of the total possible points by dividing the proposed price into the lowest price; i.e. if the lowest proposed price is $10.00 from Proponent A and the allocated points for pricing is ten (10) points, Proponent A receives ten (10) points. Proponent B submits a proposed price of $12.00 and Proponent B receives eight (8) points ($10.00/$12.00*10=8).

Stage 3 – Proposal Clarification

The City may, at its sole discretion, invite one or more Proponents for an interview, presentation or request further clarification to address any questions or clarifications relating to Proposals. Proponents will be responsible for any costs associated with the preparation for, and attendance at, the interview, to take place at a specified location within the City. An interview can be by a format selected by the City (i.e. in-person, phone, conference call, or other.)

The City may conduct credit and reference checks as part of the evaluation process, and may request additional financial information from any Proponent, at the City's sole discretion.

Reference Checks

The City may, at its sole discretion, contact the references of the highest rated Proponents including those provided and others.

Stage 4 – Demonstration

The City may, at its sole discretion, invite one or more Proponents for a business application demonstration. The demonstration may include but not be limited to:

a. Overview of the solution;
b. Specific software module review; and
c. User experience scenario demonstrations.

Proponents will be responsible for any costs associated with the preparation for, and attendance at the demonstration, to be in a format selected by the City (i.e. in person, virtual meeting, conference call, or other).

The City may, if necessary, re-evaluate and assign adjusted scores to the previously determined scores of the Proponents invited for a demonstration based on the new or updated information received.

Stage 5 – Re-evaluation and Adjusted Scores

The City may, if necessary, re-evaluate and assign adjusted scores to the previously determined scores of the Proponents invited for an interview or demonstration based on the new or updated information received.

Stage 6 - Successful Proponent Identified

The Proponent receiving the highest score will become the Successful Proponent and will be invited to participate in contract negotiations for a phased rollout.

4.9 Contract Negotiation

Any negotiations will not constitute a legally binding until the execution of a written agreement between the Successful Proponent and the City.

A Proponent invited to enter into direct contract negotiations should be prepared to satisfy the pre-conditions of award listed in Section 3.7, and provide requested information and conduct its negotiations in a timely fashion.

If the pre-conditions of award listed in Section 3.7 are not satisfied or if the parties cannot conclude negotiations and finalize an Agreement, the City may discontinue negotiations with the Successful Proponent and may invite the next highest rated Proponent to enter into

negotiations. This process will continue until an agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

Section 5.0 Scope of Services and Requirements

The City of Nanaimo is seeking proposals from software providers for the supply of an off the shelf Corporate Asset Management System (CAMS) software solution, including assistance with configuration, implementation and ongoing support as detailed in this section.

5.1 Background

The City of Nanaimo does not currently have an organization-wide asset management system. There is currently a combination of 3rd party and custom applications, excel spreadsheets and paper processes around the City.

Most of the City's spatial asset locations and attributes are stored in the on-premise ESRI ArcGIS Enterprise 10.8.1 system. Some of the asset maintenance and condition information is stored in other systems or tracked by excel and paper.

Current applications supported by City internal staff:

Business Area	Current System (expectation)
Dam inspections	Custom application (replace with CAMS)
Service Request tracking	Tempest Calls (replace with CAMS)
Fleet Management	AssetWorks FleetFocus (probable replace with CAMS)
Signage Management	Cityworks (probable replace with CAMS)

Current City of Nanaimo asset statistics:

- More than 14,000 service requests a year for public works, parks and facilities (not tied to specific assets)
- Additional service requests being tied to assets in separate systems:
    - Approximately 7,000 a year in signs, streetlights and trees
    - Approximately 4,000 a year in fleet
- 646 km active water pipes
- 593 km active sanitary pipes
- 595 km active storm pipes
- 522 km road centrelines
- 448 km sidewalk
- 20 bridges
- 11 km fibre optic cables
- 300+ parks

- 130+ facilities
- 450 fleet assets + 550 small equipment assets

5.2 Project Goals for the CAMS Solution

At a high-level, the goals for the CAMS project are to:

- Roll out a CAMS system across the organization to become the central repository for all asset documentation (Maintenance, Warranty, Safety) and service request and work order system for all asset classes;
- Capture all spatial and non spatial assets in CAMS and GIS;
- Provide desktop and mobile tools for staff to access more complete asset information in office and in the field;
- Improve the City's business processes; and
- Improve reporting and planning tools.

5.3 General Requirements

The City requires a Corporate Asset Management System (CAMS) solution to create a central repository for all asset documentation (Maintenance, Warranty, Safety), and implement a standard service request and work order system for all asset classes. The City would be looking for two-way integration with ESRI ArcGIS Enterprise 10.8.1, mobile tools for field workers, robust reporting and dashboarding. Future integration with the City's financial system is also a consideration.

The solution should be a commercially available and off-the-shelf solution. Custom solutions built for this purpose will not be considered. The solution must be easy to use by end users through mobile and office interfaces. The City is seeking a solution that does not require ongoing consultants for daily operational tasks, configuration or adding additional asset classes and workflows.

The City is not looking for a vendor to perform the hands on work of rolling out the system at the City. Instead the City is looking for a vendor to assist internal staff with the project, by providing a high level project plan, best practices, documentation, and training for internal administrators to be able to install and configure the system themselves. Technical support should be available for internal administrators at each stage of the phased rollout.

The dedicated internal IT project resources will manage the following tasks: meeting coordination, installation, user documentation, requirements gathering, business analysis, workflow creation, system configuration, user training, GIS configuration and GIS analysis.

The successful Proponent will assist the project team with installation, implementation and configuration of the CAMS and related processes.

The proposed solution should include:

- Central repository for all asset documentation, including:
    - Maintenance
    - Warranty
    - Safety
- Ability to capture asset information in the field with mobile devices
- Time, materials and resource tracking by work order
- Proactive preventative maintenance
- Reporting and long term financial planning tools

The City is looking to undertake a phased implementation starting with the assets and processes of the Sewer field team:

- Sewer - mains, pump stations, manholes, inspection chambers, services to the properties

If the first phase is successful, then further phases will likely include:

- Transportation – roads including pavement & pavement marking, signs and line, bridges & culverts, driveway culverts, ditches, sidewalks, traffic signals, streetlights, fences
- Water - dams, water treatment plant, mains, valves, pump stations, hydrants, PRV stations, services to properties
- Stormwater – mains, culverts, manholes, catch basins, outfalls, inspection chambers, ditches, culverts, detention ponds
- Transit - bus stops, bus shelters
- Sanitation – cemeteries, road cleaning

And could include these assets:

- Buildings and Facilities - building structure, electrical, mechanical, HVAC and facility amenities
- Parks and Park Amenities – play equipment, bridges, trails, park streetlights
- Fleet - light duty vehicles, heavy equipment

In the near future the City will be looking to integrate with other incoming systems:

- ERP – Financials and Payroll (TBD)
- Office 365 – API/plugin
- EDRMS – Laserfiche

5.4 Scope of Work / Requirements

The Corporate Asset Management System software solution should have the ability to provide access to real-time data, ability of notification through a scheduler/email based on a condition or set criteria, tracking & reporting, mobility, automation and integration. The project scope will include:

a) provide and assist with implementation of a Corporate Asset Management System software with all the necessary licensing and support,
b) assist with installation and initial configuration of test and production instances with required functionality according to business requirements,
c) assist with integration or interfacing with other in-house built or 3rd party systems/applications,
d) assist with data conversion and migration as required,
e) provide high level project management services throughout the vendor implementation portion of the project,
f) provide training and user documentation to project team,
g) establish on-going support structure and agreement,
h) provide timely and effective support through implementation, post go live and ongoing,
i) maintain and update the software as required on an ongoing basis if cloud solution. If on-premise, assist City staff as required.

5.5 City Staffing and Resources

From the City, there will be one internal Core Project Team of three members dedicated to the project. The CAMS Steering Committee and the CAMS Technical Steering Committee will advise the Core Project Team and assist in decision-making. Staff, office and mobile, of each business unit will assist in business analysis and configuration review.

The internal City Core Project Team will manage the following tasks:

- meeting coordination
- installation

- documentation
- requirements gathering
- business analysis
- workflow creation
- system configuration
- user training
- GIS configuration
- GIS analysis.

The successful Proponent will assist the Core Project Team with installation, implementation, and configuration of the CAMS and related processes.

The CAMS proposal should accommodate the following City roles:

User Role	Description	Group Members
CAMS Steering Committee	• Managers from Public Works, Engineering, Facilities, IT, Finance • Establish the overall direction of the project. • Provide decision support. • Provide management support to the project team.	7
CAMS Selection Committee	• Evaluate RFP proposals and demos • Contact references • Select Successful Proponent	6
CAMS Demo Review Group	• CAMS Selection Committee as well as other related staff members to assist with demonstration review	5-10
CAMS Technical Steering Committee	• Members from application group and GIS in IT • Review and advise technical setup processes • Review technical impacts and integrations	6

Project Coordinator	• Core Project Team (100% 4 years) • Meeting coordination and facilitation • Activity and task coordination • Progress monitoring and reporting • Business analysis • User Training	1
Technical Lead	• Core Project Team (100% 4 years) • Requirements gathering • Technical configuration • GIS configuration • Business analysis • User Training	1
GIS Lead	• Core Project Team (100% 4 years) • Asset requirements gathering • GIS configuration • GIS analysis • GIS system configuration	1
Business Users	• Staff from Transportation, Water, Storm, Wastewater, Sanitation, Fleet, Facilities, and Parks using the CAMS in the office • Each group will work with the Core Project Team in turn to analyze current processes, create new processes and review CAMS configuration	~100
Mobile Business Users	• Staff from Transportation, Water, Storm, Wastewater, Sanitation, Fleet, Facilities, and Parks using the CAMS in the field • May also use CAMS in the office	~50

5.6 Covid-19 Safety Protocols

In the event attendance of a City site is required, each visitor to the City, including Proponents, Contractors, and their representatives must adhere to the City's COVID-19 safety protocols. All visitors must return the COVID-19: Fit for Duty Questionnaire, attached as Schedule B, to the City's designated project manager either prior to their arrival via email or upon arrival at the

site. COVID-19: Fit for Duty Questionnaire(s) are to be submitted daily, prior to attending City sites.

In the event that social distancing of two (2) metres cannot be accomplished while working on site, visitors are encouraged to bring and wear masks and gloves.

a) If you are sick, stay home

The symptoms of COVID-19 are similar to other respiratory illnesses, including the flu and common cold. They include cough, sneezing, fever, sore throat, and difficulty breathing. If you have any of these symptoms, stay home. Call 8-1-1 or use the BC COVID-19 Self-Assessment Tool to help determine if you need further assessment or testing for COVID-19.

b) Physical distancing

Minimize your contact with others through physical distancing by keeping two (2) metres or more apart when on our worksites.

c) Travel

If you have travelled out of the Country within the last fourteen (14) days you must self-isolate and are not permitted on the City's worksites.

d) Wash your hands

The most important thing you can do to prevent infection and protect you and the people you work with is to wash your hands regularly and avoid touching your face.

To help reduce your risk of infection:

- Wash your hands often with soap and water for at least twenty (20) seconds. Using soap and water is the single most effective way of reducing the spread of infection.
- If a sink is not available, alcohol based hand rubs (ABHR) can be used to clean your hands as long as they are not visibly soiled. If they are visibly soiled, use a wipe and then ABHR to effectively clean them.
- Do not touch your face, eyes, nose, or mouth with unwashed hands.
- Cover your mouth and nose with a disposable tissue or the crease of your elbow when you sneeze or cough.
- Regularly clean and disinfect frequently touched surfaces.
- Do not share food, drinks, utensils, etc.

e) Changes in Covid-19 Safety Protocols

As events and situations change, the City reserves the right to put in place more stringent measures to protect the health and well-being of all participants at the site meeting. In the event this happens, Proponent representatives will be made aware of the requirements and will be given adequate time to prepare.

5.7 Privacy Protection Schedule

The Software Service Provider is required to comply with and adhere to the Privacy Protection Schedule as attached in Schedule A.

5.8 British Columbia Freedom of Information and Protection of Privacy Act (FOIPPA)

Under the *FOIPPA*, local governments are required to complete a Privacy Impact Assessment (PIA) for any new or existing systems. The Successful Proponent will be responsible for assisting the City in the completion of a PIA.

Section 6.0 Proponent's Information Form

Proponents must complete this form and include with the Proposal Submission.

Please ensure all information is in ink and legible.

1.	Full Legal Company Name	
2.	Trade name, DBA or other name used	
3.	Street Address	
4.	City, Province / State	
5.	Postal / Zip Code	
6.	Office Phone Number	
7.	RFP Contact Person	
8.	RFP Contact Person Title	
9.	RFP Contact Person Phone Number	
10.	RFP Contact Person email	

The Proponent hereby acknowledges:

1. it understands and agrees with the RFP process as described in this RFP;
2. verifies the information included in the Proposal is correct, and it has thoroughly reviewed, and has complied with the documents making up their Proposal, including all specifications, and;
3. Proponents must declare all potential Conflict of interest as defined in Section 4.7 of this RFP. Indicate either "not applicable" where no conflict of no foreseeable conflict exists or provide detail on the potential conflict of interest.

Signature of Proponent Representative
Name of Proponent Representative
Title of Proponent Representative
Date

"I have the Authority to bind the Proponent to all statements and or requirements of this RFP".

Schedule A

Privacy Protection Schedule

BETWEEN:

The City of Nanaimo
455 Wallace Street
Nanaimo, BC V9R 5J6
(the "City")

AND:

xxx
xxx
xxx
xxx
(the "Contractor")

Definitions

1. In this Schedule,
   (a) "**access**" means disclosure by the provision of access;
   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;
   (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

Purpose

2. The purpose of this Schedule is to:
   (a) enable the City to comply with the Province's statutory obligations under the Act with respect to personal information; and

(b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the City of Nanaimo otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
   (a) the purpose for collecting it;
   (b) the legal authority for collecting it; and
   (c) the title, business address and business telephone number of the person designated by the City to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, privacy training in relation to this Agreement prior to that person providing those services.

Accuracy of personal information

7. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the City to make a decision that directly affects the individual the information is about.

Requests for access to personal information

8. If the Contractor receives a request for access to personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access and, if the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also

promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

9. Within five (5) Business Days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

10. When issuing a written direction under section 9, the City must advise the Contractor of the date the correction request to which the direction relates was received by the City in order that the Contractor may comply with section 11.

11. Within five (5) Business Days of correcting or annotating any personal information under section 9, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the City, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

13. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

14.
    (a) The City will only provide the Contractor with access to data in accordance with Section 33.1(p) of FIPPA.
    (b) Unless the City otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

15. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the City in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

16. Unless the City otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

17. Unless the City otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the City if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

18. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
    (a) receives a foreign demand for disclosure;
    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure;

    the Contractor must immediately notify the City and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the City. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

21. In addition to any other rights of inspection the City may have under the Agreement or under statute, the City may, at any reasonable time and on reasonable notice to the

Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

22. The Contractor must in relation to personal information comply with:
    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
    (b) any direction given by the City under this Schedule.

23. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

24. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

25. In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

26. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

27. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

28. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

29. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

30. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

31. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

IN WITNESS WHEREOF the parties hereto have executed this Schedule the day and year written below.

For the Contractor:

_____
Full Name of Company

_____ _____
Authorized Signing Officer Signature Print Name

_____ _____
Position/Title Date

_____ _____
Authorized Signing Officer Signature Print Name

_____ _____
Position/Title Date

For the City:
City of Nanaimo_____
Full Name of Company

_____	_____
Authorized Signing Officer Signature	Print Name
_____	_____
Position/Title	Date
_____	_____
Authorized Signing Officer Signature	Print Name
_____	_____
Position/Title	Date

Schedule B - COVID-19: Fit for Duty Questionnaire

CITY OF NANAIMO
THE HARBOUR CITY

COVID-19: Fit for DutyQuestionnaire

To prevent the spread of the novel coronavirus (COVID-19) in our community and reduce the risk of exposure within our workplace, each contract employee and visitor to City of Nanaimo is required to complete this Fit for Duty Questionnaire. Contractors/Visitors will be required to complete this form daily.

Date:	Time:
Contractor Employee/Visitor's Name (First/Last):	Contractor Supervisor/Manager Name:
City of Nanaimo Contact Name:	City of Nanaimo Worksite Location:

Do not enter the workplace if you:	
1	Have travelled outside of Canada in the last 14 days.
2	Have been identified by Public Health as a close contact of someone with COVID-19.
3	Have been told to isolate by Public Health.
4	Are displaying any of the following symptoms: • Fever or chills • Cough • Loss of sense of smell or taste • Difficulty breathing • Sore throat • Loss of appetite • Extreme fatigue or tiredness • Headache • Body Aches • Nausea or vomiting • Diarrhea

Note: If you have answered **YES** to any of the questions, please call your supervisor/manager and City of Nanaimo contact person immediately before entering the workplace.

I (print name)_____acknowledge and confirm the above and agree to report to my supervisor/manager and City of Nanaimo contact immediately should my conditions change during the day.

Contractor/Visitor Signature:_____

Date Signed: _____

***Forms shall be submitted to the City of Nanaimo Contact Person and maintained accordingly.**

Freedom of Information and Protection of Privacy Act (FOIPPA) Information collected on this form is done so under the general authority of the Community Charter and FOIPPA, and is protected in accordance with FOIPPA. Personal information will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose.

Schedule C - Proposed Agreement for Licensing/Subscription, On-going Support and Maintenance

Provide your standard Agreement(s) for licensing / subscriptions and ongoing support and maintenance and label as Schedule C.

All the General Terms and Conditions of this RFP are assumed to be accepted by the Proponent and incorporated into its Agreement, except those revisions that are proposed or requested in the Proposal and accepted by the City.

Schedule D - Pricing Forms

Complete Software Pricing Table A OR B for Phase 1 Sewer that best fits the proposed software solution. Licensing can be priced as site licenses, named licenses or concurrent licenses, but must be clearly described and unit costs broken out. Given that the exact numbers of staff for each licensing type may change with rollout of the project, a fixed unit cost for named or concurrent licenses would be used to determine the exact cost as the software is rolled out.

Table A Subscription Pricing Phase 1 - SewerTable

Software Component Subscription For 20 users only	Annual Subscription							Component Total for Seven (7) Years
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Total Price for Software for 7 Years								
					TOTAL Table A			

Table B Licensing Pricing Phase 1 - Sewer Table

Software Component License For 20 users only	Annual Licensing							Component Total for Seven (7) Years
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Total Price for Software for 7 Years								
					TOTAL Table B			

For Tables A and/or B include On-going Support, and Maintenance costs for the first seven (7) years.

Complete Software Pricing Table C OR D for the entire organization that best fits the proposed software solution. Licensing can be priced as site licenses, named licenses or concurrent licenses, but must be clearly described and unit costs broken out. Given that the exact numbers of staff for each licensing type may change with rollout of the project, a fixed unit cost for named or concurrent licenses would be used to determine the exact cost as the software is rolled out. Site licensing is preferred

Table C Subscription Pricing – Entire organization

Software Component Subscription Site License or 150 users	Annual Subscription							Component Total for Seven (7) Years
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Total Price for Software for 7 Years								
					TOTAL Table C			

Table D Licensing Pricing – Entire organization

Software Component License Site License or 150 users	Annual Licensing							Component Total for Seven (7) Years
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Total Price for Software for 7 Years								
					TOTAL Table D			

For Tables C and/or D include On-going Support, and Maintenance costs for the first seven (7) years.

Table E Implementation Phase 1 Wastewater

As described in Section 5.0 Project Scope Phase 1 Sewer – 20 users
The City is not looking for a vendor to perform the hands on work of rolling out the system at the City. Instead the City is looking for a vendor to assist internal staff with the project, by providing a high level project plan, best practices, documentation, and training for internal administrators to be able to install and configure the system themselves. Technical support should be available for internal administrators at each stage of the phased rollout.

Column: A	**B**	**C**	**D**	**E**	**F**	**G**
Phase 1 Wastewater – 20 users **Activity**	**Name of Team Member**	**Hourly Rate**	**Estimated Number of Hours**	**Total Personnel Expense (C * D)**	**Reimbursable Travel/Living Expenses**	**Total (E + F)**
				TOTAL Table E		

Provide hourly rates for all personnel. These hourly rates will be applicable to additional Work that may arise. Partial hours will be billed in 15-minute increments. Hourly rates quoted shall be fixed for the term of the Implementation Services Agreement.

Table F Implementation Entire Organization

As described in Section 5.0 Project Scope Entire Organization. *The City is not looking for a vendor to perform the hands on work of rolling out the system at the City. Instead the City is looking for a vendor to assist internal staff with the project, by providing a high level project plan, best practices, documentation, and training for internal administrators to be able to install and configure the system themselves. Technical support should be available for internal administrators at each stage of the phased rollout.*

Column: A	B	C	D	E	F	G
Entire Organization Activity	**Name of Team Member**	**Hourly Rate**	**Estimated Number of Hours**	**Total Personnel Expense (C * D)**	**Reimbursable Travel/Living Expenses**	**Total (E + F)**
				TOTAL Table F		

Provide hourly rates for all personnel. These hourly rates will be applicable to additional Work that may arise. Partial hours will be billed in 15-minute increments. Hourly rates quoted shall be fixed for the term of the Implementation Services Agreement.

Table G – Pricing Summary – City of Nanaimo – Phase 1 Wastewater

Description		Total
Total Component Price for Software Solution (Table A OR B for 20 users only) for seven (7) years – Table A or B		
Implementation – Table E		
SUB TOTAL		
	PST (7%)	
	GST (5%)	
	TOTAL Table G	

Table H – Pricing Summary – City of Nanaimo – Entire Organization

Description		Total
Total Component Price for Software Solution (Table C or D for 150 users or site license) for seven (7) years – Table C or D		
Implementation – Table F		
SUB TOTAL		
	PST (7%)	
	GST (5%)	
	TOTAL Table H	

Schedule E - Corporate Asset Management Response Matrix

The next two (2) pages are also published under separate cover in an excel workbook for Proponent completion.

ID	Functionality	Standard	Add-on	3rd Party	Custom Modification	Not Available	Notes
	WORK ORDERS (MAINTENANCE MANAGEMENT)						
1	Ability to iniatiate work orders internally						
2	Ability to initiate work orders through a public interface						
3	Custom fields with customizable defaults						
4	Duplicate work orders alert						
5	Ability to group/track all project-related work orders and costs (i.e. seasonal flushing, paint marking renewal)						
6	Ability to set required fields						
7	Customize fields and templates based on user or group						
8	Set up scheduled work orders based on time or usage readings						
9	Set up standard recurring tasks						
10	Ability to invoice all costs to external party						
11	Internal billing by cost centre						
12	Real-time work order status reporting						
13	Provide workflow for work order initiation process						
14	Work order department routing workflow						
15	Rules to automatically assign work order types to group/department						
16	Task workflow						
17	Route to multiple departments						
18	Ability to email work order assignment notifications						
19	Work order reminder notifications						
20	Ability to reassign open work orders						
21	Estimated response & resolution time						
22	Put a work order on hold						
23	Prioritization of work orders						
24	Time, costs, labour and materials tracking						
25	Add comments, attachments, photos to work orders						
26	Notifications to the citizen who requested service						
27	Burden rates						
28	Issue inventory to work order						
29	Ability to generate an invoice from a work order						
30	Map display of work order requests						
31	Barcode reading for asset identification						
32	Packaged and configurable asset inspection capabilities with weighted scoring to determine an overall condition rating						
33	Customizable statuses on work orders						
34	Batch edit/print/close of work orders						
35	Ability to dispatch to 3rd party contractors						
36	Attach multiple assets to work order						
	INQUIRIES & REPORTS						
37	Customizable dashboards to show tables, charts, maps of ad-hoc reports						
38	Pre-built standard reports						
39	Ad-hoc reports						
40	Work request summary reports						
41	Work order advanced search						
42	Department work orders						
43	Individual assignemtn work orders list						
44	Pending parts work orders						
45	Pending contractor work orders						
46	Scheduling work orders by calendar						
47	Show total maintenance costs by asset system or type						
48	Evaluation of overall existing asset risk						
49	Analysis of current condition and maintenance history to predict future performance and costs.						
50	Analysis of lifecycle costing, including asset reporting on work order maintenance type and activity of the primary asset and all						
51	Model various long-term financial strategies (ex. Funding optimization, reserve funding analysis, project prioritization)						
52	Ability for the system to notify users about warranty expiry based on configured criteria.						
	PREVENTATIVE MAINTENANCE (PM)						
53	Automatic generation of preventantive maintenance work order						
54	Ability to track the warranty of each asset						
55	Provide unlimited types of preventative maintenance work orders						
56	Ability to maintain and send Standard Operating Procedures (SOPS) For PM work orders						
57	Mobile inspection process						
58	Electronic form attachment to the work order record						
59	Preventative maintenance fields						
60	Preventative maintenance multiple work order projects						
61	Customizablie PM intervals						
62	Maintain equipment and item bills of materials						
63	Maintenance of equipments components						
64	Equipment maintenance listing report						
65	Ability to track maintenance activity and costs related to infrastructure, facilities and equipment						
66	Define PM programs for asset types, sub-types, classes, groups, components etc. and custom PM templates, and check lists						
67	Project estimating for labour, equipment, material, and contracted services						

ID	Functionality	Standard	Add-on	3rd Party	Custom Modification	Not Available	Notes
	ASSET MANAGEMENT (AM)						
68	Tracking linear assets						
69	Tracking point assets						
70	Pre-Configured Asset Fields						
71	Customizable attribute fields for each asset system (i.e. utility attributes may vary from facility attributes)						
72	Infrastructure run times on equipment						
73	Infrastructure condition analysis						
74	Geographic classification of infrastructure						
75	Asset work order history						
76	Attach documents and pictures to the asset record						
77	Attach safety procedures and MSDs to the asset record						
78	Separate permissions for departmental asset management						
79	Asset tracking from acquisition to disposal, including transfers between departments without affecting work order history.						
80	Unlimited parent-child relationships between assets.						
81	Define user permissions based on asset systems.						
82	Ability to display/integrate with BIM (Building Integrated Modelling)						
83	Ability to display/integrate Fleet assets						
	FLEET						
84	Fuel consumption and vehicle/equipment kilometers imported from excel files.						
	INTEGRATION						
85	Integration - ERP						
86	Integration – Inventory						
87	Integration - ESRI						
88	Integration - CRM						
89	Integration - ECM						
90	Integration - EDRMS						
	INFRASTRUCTURE/TECHNICAL						
91	Software client hosted						
92	- if client hosted: SQL Server and Windows server compatible						
93	Software cloud hosted						
94	- If cloud hosted: Hosted in Canada						
95	- If cloud hosted: Meets FOIPPA requirements						
96	Active Directory/ESRI Portal/SSO integration						
97	Bulk data import/export						
98	Support portal with knowledge base articles/known issues/current bugs						
	Mobile						
99	Mobile application using native Windows, iOS, or Android tools.						
100	Mobile ability to work offline						
101	Mobile work order entry/update						
102	Mobile attachment to work orders						
103	Mobile signature capture						
104	Map view of work orders						
105	Staff communication and notifications						