



The City of Saint John

Request for Proposals
for
Asset Management System (AMS)
Saint John, New Brunswick

Request for Proposals No.: 2022-703001P

Issued: February 17, 2022

Submission Deadline: March 24, 2022, 4:00:00 pm, ADT

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PART 1 – INTRODUCTION

1.1. INVITATION TO PROPONENTS

- 1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the supply, implementation, training, and maintenance support of a corporate Asset Management System (AMS) for all municipally owned and operated assets.

1.2. BACKGROUND INFORMATION

In 2017 the City of Saint John began the process of developing and implementing a corporate-wide Asset Management (AM) program to improve planning, management, maintenance, and operations of public infrastructure. One of the first activities completed in this process was the development of an Asset Management (AM) Strategy which identified several opportunities to improve the City’s AM practices.

The AM Strategy included a comprehensive review of the current asset management program and identified several data management deficiencies and limitations. A second and more detailed review of asset management data was completed in April 2018, confirming many deficiencies related to the collection, storage and sharing of asset data and information. In summary, the following deficiencies were identified in these studies:

- Asset data is collected in silos and with various stand-alone software packages.
- Data is often duplicated in multiple places and is not integrated across the organization.
- Most asset inventories are incomplete and/or out of date.
- Existing information management systems are underutilized.
- Work order tracking is onerous and prevents the efficient collection and use of operational asset data.

In response to these findings, the City adopted a two-phase strategy to improve its abilities to collect, manage, and use asset data and information:

1. Maximize the use of existing systems (e.g., GIS) to improve asset data quality and advance AM capabilities.
2. Centralize existing asset data into a corporate AM information system.

The City has made significant improvements to its asset data during Phase 1 of this strategy and is now ready to advance into Phase 2 and implement a centralized Asset Management System (AMS) for all assets owned and operated by the City.

1.4. RFP CONTACT PERSON

- 1) For the purposes of this procurement process, the “**City Contact**” shall be:

Chris Roberts, SCMP, CPPB
Procurement Manager
Supply Chain Management
The City of Saint John
Email: supplychainmanagement@saintjohn.ca
Fax: (506) 658-4742

1.5. TYPE OF CONTRACT FOR DELIVERABLES

- 1) The City will issue a contract(s) to the successful proponent for the scope of services detailed in this RFP.
- 2) The initial term of the agreement will be for a period of five (5) years. The City will reserve the right to extend this agreement for up to an additional five (5) years, which will not exceed a total contract length of ten (10) years. Option years may be renewed in one (1) year increments or in multi-year increments up to five (5) years in total, upon agreement between the City and the successful proponent.

1.6. NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

- 1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1. DESCRIPTION OF DELIVERABLES

- 1) This RFP is an invitation to submit offers for the implementation and configuration of an Asset Management System (AMS) and associated training, licensing, on-going maintenance, and support. The scope of services requested are summarized below and further described in Appendix E - Section B.
 1. System Implementation and Configuration - Proponents are to implement and configure an Asset Management System (AMS) to all relevant business units to achieve the City's desired business and technical requirements.
 2. Staff Training - Proponents are to provide all users with comprehensive training following implementation and configuration to become proficient in the use of the new AMS.
 3. User Licensing - Proponents are to provide selected users with access to the AMS to perform their duties for the entire length of the service agreement.
 4. On-going Maintenance and Support - Proponents are to provide City staff with continuous and on-going maintenance and support with the AMS for the entire length of the service agreement.

[End of Part 2]

PART 3 – SUBMISSION AND EVALUATION OF PROPOSALS

3.1. TIMETABLE

- 1) The RFP timetable is tentative only and may be changed by the City at any time.

Milestones	Dates
Issue Date of RFP	Thursday, Feb 17, 2022
Proponent Information Session	Monday, Feb 28, 2022, 2:00 pm – 3:30 pm, AST
Deadline for Questions	Tuesday, Mar 15, 2022, 4:00 pm, ADT
Deadline for Issuing Addenda	Thursday, Mar 17, 2022, 4:00 pm, ADT
Submission Deadline	Thursday, Mar 24, 2022, 4:00:00 pm, ADT
Rectification Period Deadline	3 Days from Notification
Shortlist Top 3 Proponents - Notice to Proponents	Apr 13, 2022
Solution Demonstrations	Apr 18-May 25, 2022
Deadline for Issuance of Invitation to Commence Concurrent Negotiations	Jun 01, 2022
Concurrent Negotiation Period	Jun 01-22, 2022
Deadline for Submission of Best and Final Offers (“BAFO”)	Jun 29, 2022
Deadline for Selection of Top-Ranked Proponent	Jul 06, 2022
Contract Negotiation Period	Jul 13-Aug 10, 2022
Council Approval	TBD

- 2) Registered Proponents will be invited to attend an online information session (Microsoft Teams) to gain further insight into the RFP and evaluation process. The session will not provide additional information on the deliverables and Proponent’s will only be permitted to ask clarifying questions on the RFP process. Attendance to the session is not mandatory.

3.2. SUBMISSION INSTRUCTIONS

A. Proposals Shall Be Submitted at the Prescribed Location

- 1) Proposals shall be submitted at:

The City of Saint John
 Supply Chain Management, 1st Floor
 175 Rothesay Avenue
 Saint John, New Brunswick, E2J 2B4 (the “Prescribed Location”)
 Attention: Chris Roberts, SCMP, CPPB, Supply Chain Management

B. Proposals Should Be Submitted in Prescribed Manner

- 1) Proponents should submit one (1) signed original and four (4) bound copies along with one (1) electronic copy (on a properly labeled CD or USB key) of the technical proposal and supporting information, and one (1) signed original copy and four (4) bound copies along with one (1) electronic copy (on a properly labeled CD or USB key) of the financial proposal and supporting information.
- 2) The technical proposal should be sealed in an envelope, clearly indicating the proponent's name and address, and marked: "Technical Proposal: 2022-703001P – Asset Management System".
- 3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent's name and address, and marked: "Financial Proposal: 2022-703001P – Asset Management System".
- 4) In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.
- 5) Proposals sent by fax or email will be rejected.

C. Proposals Shall Be Submitted on Time

- 1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- 2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

D. Amendment of Proposals

- 1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

E. Withdrawal of Proposals

- 1) A proponent may withdraw a submitted proposal at any time throughout the RFP process. To affect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3. STAGES OF PROPOSAL EVALUATION

- 1) The City will conduct the evaluation of proposals and selection of the top-ranked proponent in the following six (6) stages:

Stage I – Mandatory Submission Requirements and Rectification

- Stage II – Evaluation of Mandatory and Rated Criteria
- Stage III – Solution Demonstrations
- Stage IV – Evaluation of Pricing
- Stage V – Concurrent Negotiations and BAFO
- Stage VI – Final Ranking, Selection and Contract Negotiations

A. Stage I – Mandatory Submission Requirements and Rectification

1) Submission and Rectification Period

Stage I will consist of a review to determine which proposals have submitted all mandatory forms and comply with mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable, will proceed to Stage II.

Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

2) Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms. Proponents must submit the following forms as part of their proposal:

Appendix B - Submission Form - Each proponent must complete the Submission Form in Appendix B and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Appendix C - Pricing Forms - Each proponent must complete the Pricing Table (Appendix C.1) and Pricing Response Form (Appendix C.2) and include it with their Financial Proposal. The Pricing Forms must be completed according to the instructions contained in the forms. Rates must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Appendix D – Technical Proposal Response Forms - Each proponent must complete the Technical Proposal Response Forms in Appendix D and include it with their technical proposal. Editable versions of these forms (MS Word and Excel file types) may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". Proponents are encouraged to email the City Contact if it has any issues accessing the editable versions.

- D.1 - Mandatory Requirements Form
- D.2 - Proponent Requirements Form
- D.3 - Business Requirements Form
- D.4 - Technical Requirements Form
- D.5 - Value Add Form

D.6 - Business and Technical Requirements Self-Declaration Form

3) Other Mandatory Submission Requirements

Each proposal must:

- Be in English.
- Be for the entire scope of work as described in Appendix E - Section B. Incomplete proposals or proposals for only part of the Deliverables described in Appendix E - Section B shall be disqualified.

B. Stage II – Evaluation of Mandatory and Rated Requirements

1) Stage II evaluation will consist of three (3) steps:

1. **Mandatory Requirements** - Review of proposals to determine whether the mandatory requirements set out in Appendix D.1 are met. If the proponent fails to satisfy the mandatory requirements, its proposal will be excluded from further consideration.
2. **Proponent Requirements and Value Add** - Evaluation of proponent requirements and value add responses as set out in Appendix D.2 and D.5. Proponent requirements and value add responses provided by the Proponent will be evaluated and scored by the City's evaluation team.
3. **Business and Technical Requirements** - Evaluation of business and technical requirements set out in Appendix D.3 and D.4. Proponents must self declare their system's ability to meet technical and business requirements using Appendix D.6 - Business and Technical Requirements Self-Declaration Form.

For each requirement, Proponents must self-declare in Appendix D.6 whether their proposed system supports, plans to support in the future, or has no plans of supporting the requirement. Proponents can provide additional written details for technical and business requirements in Appendix D.3 and D.4. Written comments do not contribute to the total score.

2) An overview of the categories and weighting for Stage II is provided in Table 1. Proponents who do not meet a minimum score for a category will not proceed further in the evaluation process.

Table 1. Stage II Evaluation Scoring

Category	Maximum Score	Minimum Score
Proponent Requirements	30	12
Value Add	5	0
Business Requirements	35	17.5
Technical Requirements	30	15
Subtotal	100	

- 3) The top three (3) overall ranked proponents having met the minimum score in each category outlined in Table 1 will be called upon to proceed to Stage III and demonstrate their product to the City’s Evaluation Committee.

C. Stage III – Solution Demonstrations

- 1) The City will distribute a solution demonstration schedule and demonstration scripts three (3) weeks before the solution demonstration date to the top three ranked proponents. Demonstration scripts will be distributed to ensure Proponents have equal preparation time.
- 2) The solution demonstrations must be completed using the identical system as specified in the proponent’s proposal. At a minimum, demonstrations will be expected to cover the key business and technical requirements outline in Appendix D.3 and D.4. Further details will be included in the demonstration scripts.
- 3) An overview of the categories and scoring for Stage III is provided in Table 2.

Table 2. Stage III Evaluation Scoring

Category	Maximum Score
Stage II Score	100
Solution Demonstration: Business	60
Solution Demonstration: Technical	40
Subtotal	200

D. Stage IV – Evaluation of Pricing

- 1) Stage IV will consist of an evaluation of the submitted pricing of qualified.
- 2) Each proponent will receive a percentage of the total possible points allocated to price which will be calculated by dividing that proponent’s total **10-Year price** into the lowest **10-Year price**. For example, if a proponent total 10-Year Price is \$120.00 and that is the lowest bid price, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A proponent whose total 10-Year Price is \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and

a proponent who bids \$240.00 for its 10-Year price receives 50% of the possible points for that category (120/240 = 50%).

- 3) The evaluation of pricing will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, rated requirements, and solution demonstrations.
- 4) An overview of the categories and scoring for Stage IV is provided in Table 3.

Table 3. Stage IV Evaluation Scoring

Category	Maximum Score
Stage III Score	200
Pricing	100
Subtotal	300

- 5) At the end of Stage IV, scores from Stage II, III and IV will be added together and each proponent will be ranked based on its total score. The top two (2) ranked proponents will move to Stage V – Concurrent Negotiations and BAFO. The City may (but is not obliged to) invite the third ranked proponent if the point differential between the second and third ranked proponent is 10 points or less, or in the case of tie.
- 6) In the case of a tie in the overall number of points in Stage IV, the proponent with the highest points in Stage III will be invited to move to Stage V.

E. Stage V – Concurrent Negotiations and BAFO

- 1) After the completion of Stage IV, all scores will be added together, and each proponent will be ranked based on its total score. If after the completion of Stage IV there is a difference of greater than 20% between the total score of the top-ranked proponent and the total score of the second-ranked proponent, the City may choose to enter direct negotiations with the top-ranked proponent.
- 2) During the concurrent negotiations, the City may provide each proponent with additional information and may seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each qualified proponent may be invited to revise its initial proposal and submit its BAFO to the City. Each BAFO will be evaluated against the same criteria set out in previous stages.

F. Stage VI – Final Ranking, Selection and Contract Negotiations

- 1) Each BAFO will be evaluated against the criteria set out in previous stages and will be assigned a final ranking using the same process set out above. The top-ranked proponent based on the evaluation of

the BAFOs will receive a written invitation to enter a final round of negotiations to finalize the agreement with the City.

- 2) The City intends to conclude negotiations with the top-ranked proponent during Stage VI. The Proponent invited to enter direct contract negotiations should be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously. The City is required to seek approval from City Council on any financial commitments prior to contract signing.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1. GENERAL INFORMATION AND INSTRUCTIONS

A. Proponents to Follow Instructions

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

B. Information in RFP Only an Estimate

- 1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- 2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

C. Proponents Shall Bear Their Own Costs

- 1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, or costs of negotiation and submission of BAFO.

4.2. COMMUNICATION AFTER ISSUANCE OF RFP

A. Proponents to Review RFP

- 1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- 2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

B. All New Information to Proponents by Way of Addenda

- 1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- 2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided in Appendix B.

C. Post-Deadline Addenda and Extension of Submission Deadline

- 1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

D. Verify, Clarify and Supplement

- 1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

E. No Incorporation by Reference

- 1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

F. Proposal to Be Retained by the City

- 1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3. NEGOTIATIONS, NOTIFICATION AND DEBRIEFING

A. Selection of Top-Ranked Proponent

- 1) The top-ranked proponent, as established under Part 3 – Section 3.3 – Subsection 1.F – Stage VI – Final Ranking, Selection and Contract Negotiations, will receive a written invitation to enter into direct contract negotiations with the City.

B. Timeframe for Negotiations

- 1) The City intends to conclude negotiations with the top-ranked proponent within 15 Business Days commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

C. Process Rules for Negotiations

- 1) Any negotiations will be subject to the process rules contained in this Part 4 and Appendix B will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing from the proponent.

D. Terms and Conditions

- 1) The terms and conditions described in Appendix A are expected to be included in the contract and form the starting point for negotiations between the City and the selected proponent.

E. Failure to Enter Into Agreement

- 1) Proponents should note that if the parties cannot conclude negotiations of a contract within the allotted 15 Business Days, the City may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 and Appendix B, there will be no legally binding relationship created with any proponent prior to the execution of a written contract.
- 1) With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the City may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, the City may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more

proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

F. Notification to Other Proponents

- 1) Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed by the City and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting on the City's website in the same manner that this RFP was originally posted of the outcome of the procurement process.

G. Debriefing

- 1) In addition to the notification as described in Part 4 – Section 4.3 - Subsection F – Notification to Other Proponents and upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 Business Days after such notification.
- 2) The acceptance of the successful proposal shall not be discussed during a debriefing.

H. Procurement Protest Procedure

- 1) The parties shall attempt to negotiate all disputes in good faith.
- 2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4. CONFLICT OF INTEREST AND PROHIBITED CONDUCT

A. Conflict of Interest

- 1) The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this

section, “Conflict of Interest” has the meaning ascribed thereto in Appendix B – Section H – Conflict of Interest.

B. Prohibited Proponent Communications

- 1) A proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in Appendix B.

C. Proponent Not to Communicate with Media

- 1) A proponent may not at any time directly or indirectly communicate with the media or make any public comment in relation to this RFP, or any contract entered into pursuant to this RFP, without first obtaining the written permission of the City Contact. Proponents will notify the project manager of any requests for information or interviews from the media.

D. No Lobbying

- 1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

E. Illegal or Unethical Conduct

- 1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers 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.

F. Past Performance or Inappropriate Conduct

- 1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- 2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
 - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5. CONFIDENTIAL INFORMATION

A. Confidential Information of City

- 1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
 - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

B. Confidential Information of Proponent

- 1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6. PROCUREMENT PROCESS NON-BINDING

A. No Contract A and No Claims

- 1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- 1) For greater certainty and without limitation:
 - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

B. No Contract until Execution of Written Contract

- 1) The RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or

service shall be created between the proponent and the City by the RFP process until the successful negotiation and execution of a written contract for the acquisition of such goods and/or services.

C. Non-Binding Price Estimates

- 1) While the pricing information provided in responses will be non-binding prior to the execution of a written contract, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

D. Disqualification for Misrepresentation

- 1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

E. Cancellation

- 1) The City may cancel or amend the RFP process without liability at any time.

4.7. GOVERNING LAW AND INTERPRETATION

A. Governing Law

- 1) The terms and conditions in this Part 4:
 - (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

4.8. DISPUTE RESOLUTION PROCEDURE

- 1) Any disputes and controversies arising out of, or in any manner relating to this RFP shall be subject to the following dispute resolution procedure:
 - (a) All disputes arising out of, or in connection with, this RFP, shall within two Business Days of notice to the City Contact be referred for resolution to the dispute resolution monitor.
 - (b) If the dispute resolution monitor cannot resolve a dispute within ten consecutive days, such dispute shall be documented in writing and identical copies shall be submitted for resolution to a qualified mediator agreeable to both parties.
 - (c) The mediator shall be entitled to establish his or her own practices and procedures. Each party shall co-operate fully with the mediator and shall present its case to the mediator orally and/or in writing within ten consecutive days following the mediator's appointment.

- The mediation shall not be in the nature of arbitration as contemplated by the Arbitration Act (1992), New Brunswick, and the mediator's decision shall not be binding upon the parties, but shall be considered as a bona fide attempt by the mediator to judiciously resolve the dispute.
- (d) The decision of the mediator shall be rendered in a written report, not to exceed two pages in length, delivered to the parties within ten consecutive days following the last of such presentations. The fees of the mediator shall be shared equally by the parties.
 - (e) The mediation shall be terminated upon: (i) the execution of a settlement agreement by the parties; (ii) a written declaration of one or more parties that the mediation is terminated; or (iii) a written declaration by the mediator that further efforts at mediation would not be useful.
 - (f) The place of mediation shall be the City of Saint John and Province of New Brunswick.
 - (g) If mediation is unsuccessful either party shall be entitled to pursue such other remedies as permitted by law.

[End of Part 4]

APPENDIX A - CONTRACT TERM SHEET

The following terms, but not limited to, are to be included in the contract between the City and successful proponent (the “Vendor”). Although the final wording of the provisions may be subject to negotiation, proponents responding to this RFP should be prepared to enter into a contract for the provision of the Deliverables that includes the provisions as described below:

Article 1 – Interpretation and General Provisions

No Indemnities from the City

The City will not provide an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City, whether at the time of execution of the contract or at any time during the term of the contract or any extensions thereof.

Governing Law

The contract will be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

Article 2 – Term

Term

The term of the Contract will commence on the effective date and shall terminate XXXXXX. The City may extend the Contract upon mutual consent of the City and the Vendor.

Article 3 – Status of Vendor

No Partnership, Agency etc.

The contract will not create an employment, partnership or agency relationship between the City and the Vendor (or any of the Vendor’s directors, officers, employees, agents, partners, affiliates or subcontractors).

Acts and Omissions

The Vendor will acknowledge and agree that it will be liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates and subcontractors.

In addition to any other liabilities of the Vendor pursuant to the contract or otherwise at law or in equity, the Vendor will be liable for all claims arising from any breach of the contract resulting from the actions of the above mentioned individuals and entities.

No Subcontracting or Assignment

The Vendor will not subcontract or assign the whole or any part of the contract or any monies due under it without the prior approval of the City (which approval may be arbitrarily withheld) except to approved subcontractors.

Conflict of Interest

The Vendor will avoid any actual or potential conflict of interest in its performance of the contract, will disclose any such conflict of interest, will comply with any instruction from the City to deal with any conflict of interest, and that the Vendor's conflict of interest will give the City the right immediately terminate the contract.

Article 4 – Performance by the Vendor

Performance Warranty

The Vendor will represent and warrant that the Deliverables will be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with contract terms, good industry practice and applicable laws.

No Waiver

Any failure by the City to insist in one or more instances upon strict performance by the Vendor of any of the terms or conditions of the contract shall not be construed as a waiver by the City of its right to require strict performance of any such terms or conditions or any other terms or conditions, and the obligations of the Vendor with respect to such performance will continue in full force and effect.

Change Requests

Either the City or the Vendor may, without invalidating the contract, at any time during the term, submit a change request to the other party.

Notice of Change

The City will promptly notify the Vendor in writing if the City considers that any notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a change to the fees, and except with respect to insurances obtained and maintained by the Vendor with respect to the Deliverables, the Vendor will seek instructions as to whether to proceed to implement such change which will impact the fees.

Pricing for Changes

Where a party's change request includes an increase or decrease in the scope of the previously contemplated cost of the fees, the Vendor will set out, in a notice of change, the proposed costs or savings for the contemplated changes.

Non-Exclusive Contract, Work Volumes

The Vendor will be providing the Deliverables to the City on a non-exclusive basis, and that the City makes no representation regarding the volume of goods and services required under the contract. The City may contract with others for the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

Replacement of Identified Individuals

If specific individuals are identified in the contract as being responsible for providing the Deliverables, only those individuals are to provide the Deliverables and the Vendor will not be permitted to remove or replace any of the individuals identified in the contract without the City's consent.

Remedies Cumulative

No reference to or exercise of any specific right or remedy by a party will prejudice or preclude such party from exercising or invoking any other remedy, whether allowed under the contract or generally at law or in equity.

Article 5 – Payment for Performance

Payment According to Contract

The City will be required to pay the Vendor for the Deliverables provided in accordance with the provisions of the contract at the rates established under the contract.

Hold Back and Set Off

The City may hold back payment or set off against any payment to the Vendor hereunder if, in the opinion of the City, the Vendor has failed to comply with any requirements of the contract.

No Other Expenses

There will be no other charges payable by the City under the contract to the Vendor other than the rates established under the contract unless such charges and/or rates are first approved by the City.

Taxes and Duties

The Vendor will pay all applicable taxes, including sales and excise taxes incurred by or on behalf of the Vendor's behalf with respect to the contract.

Withholding Tax

The City will withhold any applicable withholding tax from amounts due and owing to the Vendor under the contract and shall remit it to the appropriate government in accordance with applicable tax laws.

No Late Payment Charges

The City will endeavour to pay invoices when due to the Vendor, but shall not be required to pay interest on any late payments.

Document Retention and Audit

The City will have the right to audit the Vendor's performance of the contract for a period of seven years and the Vendor must retain all relevant documents to substantiate its performance of all Deliverables.

Article 6 - Confidentiality

Publicity

Any publicity or publications related to the contract shall be at the sole discretion of the City.

Confidentiality

The Vendor will maintain the confidentiality of the City's confidential information in accordance with the specific restrictions prescribed by the City and, to the extent that the contract includes handling personal information, will comply with all of the prescribed requirements to protect that personal information.

Injunctive Relief

The Vendor agrees that the City is entitled to obtain injunctive relief (without proving any damage or harm sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of Article 6.

Article 7 – Intellectual Property

City Intellectual Property

The City will retain sole ownership of all intellectual property in all materials provided to the Vendor.

Ownership of Intellectual Property

The presumption governing the contract will be that the City shall be the sole owner of any intellectual property in any form contained in any of the Deliverables. If the Vendor's intellectual property forms any part of the Deliverables, the Vendor will notify the City as such prior to the delivery of the particular Deliverable.

Grant of License

For those parts of the Deliverables that are the Vendor intellectual property, the Vendor will grant to the City, including each client, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up right and license over those parts of the Deliverables.

Moral Rights

The Vendor will execute and agrees to cause any of its employees, directors, partners, officers, agents, boards, departments, commissions, representatives, advisors, persons or subcontractors to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the City.

Article 8 – Insurance and Indemnity

Vendor’s Liability Insurance

The Vendor, at no expense to the City, shall obtain and maintain in full force and effect during the term of this Contract, a policy or policies of insurance with the following minimum limits of liability:

(a) Professional Errors and Omissions Liability Insurance

The Insurance Coverage shall be in the amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.

(b) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate for general liability and Two Million Dollars (\$2,000,000.00) for automobile insurance. This policy of insurance shall name the City as an additional insured and shall contain a cross-liability clause.

(c) Cyber Liability Insurance

The Insurance Coverage shall be in the amount of Five Million Dollars (\$5,000,000.00) per claim and in the aggregate.

The City will be given 30 days notice in case of cancellation or material change of the policy.

Vendor Indemnity

The Vendor will indemnify and save harmless the City from all claims, or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the performance of the contract or anything done or purported to be done in any manner hereunder, but only to the extent that such claims, or other proceedings are attributable to and caused by the Vendor’s negligence, errors or omissions or that of its controlled affiliates or other persons for whom it is responsible at law.

Participation in Proceedings

The Vendor shall, at its expense, to the extent requested by the City, participate in or conduct the defence of any proceeding against any indemnified parties referred to Article 8 and any negotiations for their settlement.

Article 9 – Termination and Default

Termination for Default

The City will have the right to immediately terminate the contract upon giving notice to the Vendor where:

- (a) The Vendor makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Vendor under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation.
- (b) The Vendor's default in performing and observing any of the terms, covenants, warranties or conditions of the contract.
- (c) The Vendor breaches any material provision of the contract or any provision of confidentiality.
- (d) The Vendor breaches the conflict of interest provision in the contract.
- (e) In the City's reasonable opinion, the Vendor, prior to or after executing the contract, makes a material misrepresentation or omission or provides materially inaccurate or misleading information to the City.
- (f) The Vendor undergoes a change of control which, in the reasonable opinion of the City, adversely affects the Vendor's ability to satisfy some or all of its obligations under the contract.
- (g) The Vendor subcontracts for the provision of part or all of the services or assigns the contract without first obtaining the approval of the City.
- (h) In the City's reasonable opinion, the Vendor's acts or omissions constitute a substantial breach of the Vendor's obligations under the Contract.

Article 10 – Dispute Resolution

Dispute Resolution Procedure

The City and the Vendor will attempt to negotiate all disputes in good faith. In the event the City and the Vendor are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of the contract, such dispute, controversy or claim shall be referred to dispute resolution.

Retention of Rights

It is agreed that no act by either the City or the Vendor will be construed as a renunciation or waiver of any rights or recourses provided either the City or the Vendor has given the notices required under this Article 10 and has carried out with the instructions within the contract.

Article 11 – Miscellaneous Provisions

Survival of Obligations

All of the obligations, representations and warranties of a party accruing during the existence of the contract or any renewal or extension thereof shall survive the termination or expiration of the term.

Force Majeure Event

No party will be responsible for any force majeure event or by any other cause which is unavoidable or beyond its reasonable control. The party whose performance of the contract is or may reasonably be expected to be affected by a force majeure event will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance.

Time

The contract will not be enforced or bind the City or the Vendor until executed by all the parties named in it.

Further Acts

The City and the Vendor will at all times and from time to time and upon every reasonably written request to do execute and deliver all such further acts, deeds, assurances and things as may be required to more effectively implement and carry out the true intent and meaning of the contract.

Counterparts

The contract may be executed in any number of counterparts.

Article 12 – Defined Terms

Definitions

A list of definitions will be placed in alphabetical order by defined term.

Article 13 - Cyber and Data Security

The Vendor acknowledges and agrees that cyber and data security are of foremost importance at all times, but particularly so when certain personal or identifiable information respecting individuals will reside in the Asset Management System (AMS).

Further to this, the Vendor acknowledges and agrees that all representatives of the Vendor that will have or potentially have access to the AMS platform shall be obligated to execute a Non-Disclosure Agreement.

The Vendor further acknowledges and agrees that it is fully certified pursuant to Canadian standards respecting Payment Card Industry (“PCI”) compliance as it relates to cyber and data security, that such certification shall remain in good standing during the term of this agreement and that upon execution of this agreement and at annual intervals thereafter during the term of this agreement the Vendor shall furnish to the City evidence of such certification by providing a copy of its certificate in good standing to the City. If, at any time, the Vendor loses this certification or otherwise ceases to hold same, it shall notify the City within two (2) business days of such event pursuant to the provisions respecting the giving of notice under this agreement. Failure to hold the PCI certification shall be sufficient grounds for the City to terminate the agreement with the Vendor immediately and without penalty.

In addition to maintaining PCI certification at all times during the term of this agreement, the Vendor acknowledges and agrees that it shall provide to the City upon execution of this agreement and at annual intervals thereafter during the term of this agreement, and at the Vendor’s sole expense, a copy of its Privacy Impact Assessment carried out by a qualified/certified cyber and data security expert which verified the protection of personal or identifiable information that resides in the AMS platform and, if applicable, within the cloud storage.

APPENDIX B - SUBMISSION FORM

A. Proponent Information

- 1) Proponent must fill out the following form, and name one person to be the contact for their response to this RFP and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	
Any Other Relevant Name under which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code/Zip Code:	
Phone Number:	
Fax Number:	
Company Website (If any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

B. Acknowledgment of Non-Binding Procurement Process

- 1) The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed a written contract.

C. Ability to Provide Deliverables

- 1) The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the rates set out in Appendix C and has provided a list of any subcontractors to be used to complete the proposed contract.

D. Mandatory Forms

- 1) The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Technical Proposal	
Appendix B - Submission Form	
Appendix D - Proposal Response Forms <ul style="list-style-type: none"> • D.1 - Mandatory Requirements Form • D.2 - Proponent Requirements Form • D.3 - Business Requirements Form • D.4 - Technical Requirements Form • D.5 - Value Add Form • D.6 - Business and Technical Requirements Self-Declaration Form 	
Financial Proposal	
Appendix C.1 - Pricing Table	
Appendix C.2 - Pricing Response Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

E. Non-Binding Price Estimates

- 1) The proponent has submitted its rates in accordance with the instructions in this RFP and in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent

acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

F. Addenda

- 1) The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

G. No Prohibited Conduct

- 1) The proponent declares that it has not engaged in any conduct prohibited by this RFP.

H. Conflict of Interest

- 1) For the purposes of this RFP, the term “**Conflict of Interest**” means:
 - (a) In relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
 - (b) In relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that:

- (a) There was no Conflict of Interest in preparing its proposal; and
- (b) There is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

I. Disclosure of Information

- 1) The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C - PRICING FORMS

A. Instructions on How to Complete Submission Pricing Form s

- 1) Pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- 2) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges.
- 3) Pricing shall be provided for Years 1 through 10. Proponent
- 4) Proponents are to identify the proposed compensation model considered most desirable for the delivery of the Deliverables. Additional information and details may be attached as necessary.

B. Pricing Forms

- 1) The Proponent shall use the template provided in Appendix C.1 – Pricing Table (separate attachment) when submitting pricing information.
- 2) The Proponent shall complete the appropriate form Appendix C.2 - Pricing Response Form as part of their financial proposal. Proponents should *only* complete the relevant form depending if their proposed solution is Software-as-a-Service (SaaS) or On-premises (as indicated below).
- 3) For evaluation, any additional assumed costs required to support the purchase of a solution as proposed by any Proponent, may be added to the Proponent’s financial submission to determine the final total cost of ownership as submitted in Appendix C.1.
- 4) Proponents are to indicate the pricing form selected for their financial proposal:
 - Software-as-a-Service (SaaS)
 - On-premises
- 5) Proponents should describe any innovative pricing models they would be willing to enter that would allow the City to manage the costs and that demonstrate cost recovery.

Appendix C.2 - Pricing Response Form (SaaS)

ID	Requirement
SS-1	Provide a breakdown of subscription price by module/functionality
Response:	
SS-2	Identify what costs are outside of the Subscription Price.
Response:	
SS-3	Define the unit cost and any associated thresholds, based on volume of licenses, by module/functionality.
Response:	
SS-4	Provide a breakdown of the different levels of direct user licensing and associated costs per licence with each level.
Response:	
SS-5	Provide a breakdown of the different types of indirect licensing costs and how those costs are determined.
Response:	
SS-6	Specify whether a single direct or indirect license can be used on multiple devices without incurring additional costs. If costs are incurred specify what those costs are and how they are determined.
Response:	
SS-7	Provide a breakdown of what services and deliverables are included in the implementation support cost.
Response:	
SS-8	Provide a breakdown estimate of travel and living expenses on a daily/weekly basis for the implementation support.
Response:	
SS-9	Provide a breakdown estimate of billable hours and hourly rate by resource type for implementation support.

ID	Requirement
Response:	
SS-10	Provide a resource rate table. Include hourly rates by resource type.
Response:	
SS-11	Provide a breakdown of what is included in training cost.
Response:	
SS-12	Provide a breakdown of what services and licensing is included in the Maintenance and Support Costs.
Response:	
SS-13	Provide a breakdown of how data storage costs are determined.
Response:	
SS-14	Identify any costs associated with data extracts or data transmission between integration points during implementation and after the solution is deployed.
Response:	
SS-15	Provide a service and fee catalogue associated with all services provided.
Response:	
SS-16	Describe your client exit strategy and any additional costs that are expected by the client.
Response:	
SS-17	Identify any annual inflation/escalation factor being used.
Response:	
SS-18	Identify any other costs not covered above.
Response:	
SS-19	Provide a list of assumptions in the table below.
Response:	

Assumptions:

ID#	Assumption
1	
2	
3	
4	
5	
6	
7	
8	
N	

Appendix C.2 - Pricing Response Form (On-premises)

ID	Requirement
ON-1	Identify all the separately licensed software components (including 3rd party products) that will be required.
Response:	
ON-2	Provide the recommended software upgrade cycle and the Proponents implementation and licensing costs associated with an upgrade.
Response:	
ON-3	Provide hardware specifications and required configuration that will provide the required performance. The Province reserves the right to source the hardware components itself.
Response:	
ON-4	Provide the recommended hardware refresh cycle and refresh costs if the proponent were to provide the hardware. The Province reserves the right to source hardware components itself.
Response:	
ON-5	Identify the unit cost and any associated thresholds, based on volume of licenses, by module/functionality.
Response:	
ON-6	Provide a breakdown of the different levels of direct user licensing and associated costs per licence with each level.
Response:	
ON-7	Provide a breakdown of the different types of indirect licensing costs and how those costs are determined.
Response:	
ON-8	Specify whether a single direct or indirect license can be used on multiple devices without incurring additional costs. If costs are incurred specify what those costs are and how they are determined.
Response:	

ID	Requirement
ON-9	Provide a breakdown of what services and deliverables are included in the implementation support cost.
Response:	
ON-10	Provide a breakdown estimate of travel and living expenses on a daily/weekly basis for the implementation support.
Response:	
ON-11	Provide a breakdown estimate of billable hours and hourly rate by resource type for implementation support.
Response:	
ON-12	Provide a resource rate table. Include hourly rates by resource type.
Response:	
ON-13	Provide a breakdown of what is included in training cost.
Response:	
ON-14	Provide a breakdown of what services and licensing is included in the Maintenance and Support Costs.
Response:	
ON-15	Identify any other costs not covered above.
Response:	
ON-16	Provide a service and fee catalogue associated with all services provided.
Response:	
ON-17	Identify any annual inflation/escalation factor being used.
Response:	
ON-18	Provide a list of assumptions in the table below.
Response:	

Assumptions:

ID#	Assumption
1	
2	
3	
4	
5	
6	
7	
8	
N	

APPENDIX D - TECHNICAL PROPOSAL RESPONSE FORMS

Proponent's technical proposal shall be prepared using the Proposal Response Forms provided in Appendix D. Editable versions of these forms (MS Word and Excel files) are included in the tender package. There are six (6) proposal response forms which should be completed, listed below:

- D.1 - Mandatory Requirements Form
- D.2 - Proponent Requirements Form
- D.3 - Business Requirements Form
- D.4 - Technical Requirements Form
- D.5 - Value Add Form
- D.6 - Business and Technical Requirements Self-Declaration Form (separate attachment)

Any additional information provided outside of these forms will not be included in the Proponent's Technical Proposal response evaluation.

Appendix D.1 - Mandatory Requirements Form

ID	Requirement
M-1	Proponent must confirm employees working on the City's network are willing to sign a Non-Disclosure Agreement and complete a security clearance.
Response:	
M-2	Proponent must confirm they will use Microsoft Teams or Virtual Private Network (VPN) to access any software on the City's network.
Response:	
M-3	Proponent must agree to have software and their network subject to a Threat Risk Assessment(s) (TRA), Security Audit(s), security scan, and/or penetration test. If this has already been completed, provide evidence and documentation.
Response:	
M-4	Proponent must disclose whether their company and/or software has ever had a security breach or experienced a cybersecurity event that compromised the system or client base. If yes, describe the nature of the breach(es) or event and how it was resolved.
Response:	
M-5	Proponent must confirm they will permit the City of Saint John to connect or add their solution to the City's Security Information and Event Management (SIEM) system.
Response:	
M-6	Proponent must confirm all mandatory requirements which apply to the Proponent will also apply to any sub-contractors or 3rd Party and that the amount of information shared with sub-contractors must be limited to the minimum amount required for the specific purpose.
Response:	
M-7	City data stored on the Proponent's servers must be on Canadian data centers in geographically diverse locations. Describe how this requirement will be met.
Response:	
M-8	City data stored on the Proponent's servers must be physically or logically separated from other clients' data. Describe how this requirement will be met.
Response:	

ID	Requirement
M-9	Public facing user interfaces must be configurable in both French and English languages. Describe how this requirement will be met.
Response:	

Appendix D.2 - Proponent Requirements Form

ID	Requirement	
P-1	<p>Proponent should include the following information about their organization:</p> <ul style="list-style-type: none"> • a Proponent profile including the correct legal name of the proposing entity and a brief history of their organization, • identify the members of the consortium (if applicable) and the Prime Respondent who will be responsible for the contract negotiations with the Corporation, • the Proponent’s fields of expertise, with emphasis on those relevant to this RFP, • access to account management personnel assigned to the City, • the number of professional staff, • number of years in business, • identify office presence and size of customer-based market in Canada, • ability for support teams to work within ADT (Atlantic Daylight Time), • location of head office, data centers, service centers, and help desks. 	High
Response:		
P-2	<p>Proponent should provide references and evidence of experience implementing similar systems by referencing two (2) relevant projects, operating successfully, and supported for clients since January 1, 2016.</p> <p>References should be of similar size, scope, and complexity as this project, and must directly relate to the software that is proposed as a solution for this project. In the case of multiple suppliers and products, the references must reflect the utilization of the primary products proposed.</p> <p>For each reference include:</p> <ul style="list-style-type: none"> • name of client organization, • confirmation of each client’s willingness to be contacted for reference checking, • name, title, and telephone number of client contact, • description of the project, • number of Proponent resources (including subcontractors) on the project, • number of users, • dollar value of the contract to the Proponent, • start and end dates of the project design, construction, and implementation phases, as well as any ongoing activities. 	High
Response:		

ID	Requirement	
P-3	<p>Proponent should provide references and evidence of experience integrating similar systems with an Enterprise Resource Planning (ERP) system by referencing two (2) relevant projects, operating successfully, and supported for clients since January 1, 2016. Proponents may include the same references from P-2.</p> <p>For each reference include:</p> <ul style="list-style-type: none"> • name of client organization, • confirmation of each client’s willingness to be contacted for reference checking, • name, title, and telephone number of client contact, • description of the ERP system which was integrated with and the nature of the integration. 	High
Response:		
P-4	<p>Proponent should provide a summary of the organizational structure suggested for the project and descriptions of proposed resources.</p> <p>The response should include:</p> <ul style="list-style-type: none"> • organizational chart that identifies all proposed resources, including relevant City of Saint John resources, • roles and responsibilities of each proposed resource, • any subcontractors, • expectations regarding City staff. 	High
Response:		
P-5	<p>Proponent should provide an <u>implementation and configuration plan</u> which identifies the Proponents approach to implementing their solution. The Proponent should describe how they propose to work with the appropriate teams to manage the implementation and infrastructure changes related to the integration of City systems with the Proponent’s solution. The plan should also identify key deliverables, milestones, expectations of City staff, and system / integration testing program.</p>	High
Response:		
P-6	<p>Proponent should provide a comprehensive <u>training program</u> for the solution and underlying infrastructure and technologies. Describe the training program, including the number and type of training engagements, and expectations of City staff.</p>	High
Response:		

ID	Requirement	
P-7	Proponent should provide a post-implementation <u>support and maintenance plan</u> for the solution and underlying infrastructure and technologies. Describe the support and maintenance plan, including expectations of City staff.	High
Response:		
P-8	<p>Proponent should submit an architecture diagram of the proposed solution. The architecture should, at a minimum, describe:</p> <ul style="list-style-type: none"> • If the system will be Software as a Service (SaaS) or On-Premises. • Import and/or export of information between integrated systems. Integration with the following systems is preferred. Proponents should clearly indicate if integration with these systems is not feasible or is not believed to be in the City’s best interest. <ul style="list-style-type: none"> ○ ESRI ArcGIS: <ul style="list-style-type: none"> ▪ ArcGIS Enterprise (v 10.9.1) ▪ ArcMap (v 10.8.1) ▪ ArcGIS Pro (v 2.9.0) ▪ ArcGIS Reader (v 10.8.1) ○ MicroPaver (v 7.011) ○ GraniteNet (v 5.3.0) ○ ClearRisk (v 1.0) ○ Motorola’s Customer Relationship Manager (CRM) (v 4.5.2) • Estimated storage requirements of the system, including storage specifications (if applicable). 	High
Response:		
P-9	<p>Proponent should indicate which standards they adhere to. Examples include SOC 70, CICA 3416, ISO 9001, ISO 27001, ISO 27018, IES 27001, EUAC. Proponents should indicate:</p> <ul style="list-style-type: none"> • Which standards they are certified in. • Use of internal or external auditors. <p>Proponent should provide the City with copies of relevant and a copy of their audit results.</p>	Medium
Response:		

ID	Requirement	
P-10	<p>The Proponent should have a documented incident response protocol including:</p> <ul style="list-style-type: none"> identifying a point of contact for receipt and tracking of incidents identified by the City or Proponent, joint process to determine criticality and prioritize the incident, notification of approval or rejection for discretionary incident and escalate and re-route incidents. <p>Describe the incident management framework in place.</p>	High
Response:		
P-11	<p>Proponent should provide copies of their standard Service Level Agreements, commitments to service availability, policy regarding notification of upgrades, and policy regarding version currency.</p>	Low
Response:		
P-12	<p>The City of Saint John expects to have total ownership over its data. The Proponent should provide policies and procedures on data ownership to support the City’s position. Describe how the Proponent will ensure the City will have ownership over its data.</p>	Medium
Response:		
P-13	<p>Proponent should provide privacy and security breach policies and describe the reporting process for any breach of data affecting the City.</p>	Medium
Response:		
P-14	<p>Proponent should have the technical, physical, and organizational measures to protect data against accidental or unlawful destruction, alteration, unauthorized use, modification, disclosure, or access. Describe what measures are in place.</p>	Medium
Response:		
P-15	<p>Proponent should have the technical, physical, and organizational measures to ensure integrity of data (e.g., detecting alterations to personal data by cryptographic mechanisms such as message authentication codes or signatures). Describe what measures are in place.</p>	Medium
Response:		

ID	Requirement	
P-16	<p>Proponent should follow the privacy requirements as set forth in the Personal Information Protection and Electronic Documents Act (PIPEDA)</p> <p>https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personal-information-protection-and-electronic-documents-act-pipeda/</p> <p>Describe how you will adhere to the requirements and principals of PIPEDA, and how the solution might be customized to better support it.</p>	Medium
Response:		
P-17	<p>The Proponent should manage application or product updates, release management, and implementation scheduling in cooperation with the City.</p> <p>Describe the Proponent's release timing, strategy, and limitations for major, minor and maintenance releases, upgrades and versioning, and any effects this normally has on user functionality and availability.</p> <p>Describe how implementations of new functionality, services, product updates are scheduled as they related to the solution, including the lead time for API or Batch interface changes and the deprecation process for these interfaces.</p>	High
Response:		
P-18	<p>Proponent should provide a minimum of a DEVELOPMENT, SYSTEM TEST, USER ACCEPTANCE TEST, PRODUCTION, and DISASTER RECOVERY environments for use by the City. PRODUCTION and DISASTER RECOVERY environments must have the exact same architecture. Describe how the proponent will meet this requirement.</p>	Medium
Response:		
P-19	<p>Proponent should insure against data exposure as a part of the hardware evergreen process (e.g., refitting storage, etc.). Describe the policies and procedures in place for the secure disposal of equipment.</p>	Medium
Response:		
P-20	<p>Proponent should provide a support portal where items can be reported and categorized as issues, bugs, feature requests with the ability to track each item.</p>	Medium
Response:		

ID	Requirement	
P-21	The City of Saint John would like to have three copies of backups, in two places with one offsite. Proponent should describe how backups of their system are structured.	Medium
Response:		

Appendix D.3 - Business Requirements Form

ID	Requirement
Asset Inventory Management	
FR-1	Ability to create, track and manage an unlimited number of capitalized and non-capitalized assets by various classification structures (type, subtype, class, etc.).
Response:	
FR -2	Ability to specify the geographical location of an asset using an interactive mapping interface. Users should have the ability to access, view, and edit asset data using the mapping interface.
Response:	
FR -3	Ability to capture multiple attributes of an asset (e.g., material, length, depth, manufacturer, status).
Response:	
FR -4	Ability to configure and customize the types of attributes collected for each asset, depending on its type.
Response:	
FR -5	Ability to track and report on warranty periods for assets.
Response:	
FR -6	Ability for a user to capture and store a photograph of the asset using a mobile device.
Response:	
Tangible Capital Asset (TCA) Accounting	
FR -7	Ability to generate accounting entries to maintain assets (e.g., transfers, acquisitions, additions, betterments, depreciation, disposals)
Response:	
FR -8	Ability to calculate and share information with the general ledger to provide an updated valuation of fixed assets on a regular basis.
Response:	

ID	Requirement
FR -9	Ability to record insurance information of an asset, including company name/address, insurable value, renewal date, type of coverage, coverage limits, etc.
Response:	
FR -10	Ability to post to a Work-in-Progress (WIP) account when payments are made against an asset.
Response:	
FR -11	Ability to maintain assets with shared ownership, maintain the percentage of the asset owned.
Response:	
FR -12	Ability for automatic calculation of depreciation based on frequency (monthly, quarterly, annually) and methods (straight-line, accelerated) and generate appropriate journal entry transactions.
Response:	
FR -13	Ability to allocate depreciation to another classification structure when an asset is transferred during the year.
Response:	
FR -14	Ability to group multiple assets together into a single “parent” asset for accounting purposes. In this approach, assets would have the ability to be tracked at higher “levels” (pools) for TCA accounting, while retaining individual asset records in the AMS.
Response:	
FR -15	Ability to classify assets to match existing tangible capital asset financial statements and the flexibility to make changes to the classifications to accommodate future changes.
Response:	
FR -16	Ability to maintain information on leased assets, including date of lease, terms of lease, annual costs, maintenance contract.
Response:	

ID	Requirement
Asset Inspection & Condition Assessments	
FR -17	Ability to create customized asset inspection forms with various data fields and types (e.g. numeric, text, date). Forms should be configurable based on a business unit's unique needs.
Response:	
FR -18	Ability to track and manage historical inspection records.
Response:	
FR -19	Ability to create and schedule future inspections to assets using pre-defined maintenance schedules using various periodic intervals (e.g., recurring - every January 15th, periodic - every 3 months, conditional).
Response:	
FR -20	Ability to populate inspection forms using mobile applications (e.g., smartphone or tablet).
Response:	
FR-21	Ability for a completed inspection to automatically create a work order or maintenance request based on the findings of the inspection.
Response:	
FR-22	Ability to determine and/or calculate the condition of an asset on a 1 to 5 rating scale on the findings of an inspection.
Response:	
FR-23	Ability to estimate the condition of each asset based on its age and estimated useful life. This condition should only be reported in the absence of an actual inspection.
Response:	
Maintenance Management	
FR-24	Ability to create, track and manage maintenance work.
Response:	
FR-25	Ability to assign maintenance work to individual assets.
Response:	

ID	Requirement
FR-26	Ability to schedule future maintenance work to assets using pre-defined maintenance schedules using various periodic intervals (e.g., recurring - every January 15th, periodic - every 3 months, conditional).
Response:	
FR-27	Ability to notify staff when maintenance work needs to be completed or are overdue.
Response:	
FR-28	Ability to track and manage historical maintenance work.
Response:	
FR-29	Ability to create maintenance work orders and forms for staff to complete. Checklists and forms should be configurable based on a business unit's unique needs
Response:	
FR-30	Ability to populate maintenance work orders and forms using mobile applications (e.g., smartphone or tablet).
Response:	
FR-31	Ability to show the location of a maintenance work order (scheduled or historical) on an interactive mapping interface.
Response:	
FR-32	Ability to classify maintenance work orders (e.g., preventative, emergency, warranty)
Response:	
FR-33	Ability to prioritize maintenance work orders based on a set of pre-determined and configurable criteria.
Response:	
FR-34	Ability to integrate with an Enterprise Resource Planning (ERP) system to manage works orders and track maintenance-related expenditures. Describe the types of integrations which the system is capable of.
Response:	

ID	Requirement
Long-Term Forecasting	
FR-35	Ability to generate long-term expenditures forecasts based on a pre-defined asset renewal strategies (e.g., run to failure).
Response:	
FR-36	Ability to create customized asset renewal strategies and apply them to assets based on their unique characteristics (e.g., material type).
Response:	
FR-37	Ability to forecast asset condition over an extended planning horizon.
Response:	
FR-38	Ability to create unique asset deterioration models for assets based on their unique characteristics (e.g., material type) and/or asset renewal strategy.
Response:	
Warehouse & Parts Management	
FR-39	Ability to track and manage a listing of spare parts in the warehouse/stockpile.
Response:	
FR-40	Ability to assign consumed spare parts to a maintenance work order.
Response:	
FR-41	Ability to maintain a list of suppliers including their contact information,
Response:	
Document Management	
FR-42	Ability to store and manage asset documentation (operational manuals, drawings) of varying file types (PDF, TIFF, DOC, XLSX, etc.).
Response:	
FR-43	Ability to assign documentation to individual assets.
Response:	

ID	Requirement
FR-44	Ability to open and view asset documentation in the field using mobile applications.
Response:	
Performance Monitoring	
FR-45	Ability to track asset failures and/or performance issues (e.g., watermain break).
Response:	
FR-46	Ability to assign asset failures and/or performance issues to individual assets.
Response:	
FR-47	Ability to show the location of historical asset failures and/or performance issues on an interactive mapping interface.
Response:	
Decision-Making Support	
FR-48	Ability to make capital renewal recommendations based on condition, performance, risk, or lifecycle cost.
Response:	
FR-49	Ability to prioritize and rank assets requiring repair or renewal based on a pre-determined set of criteria (e.g., risk).
Response:	
Reporting / Analytics	
FR-50	Ability for users to create custom/ad-hoc reports based on their business unit's unique needs. Describe how the system supports this requirement.
Response:	
FR-51	Ability to generate summary financial reports to prepare annual financial statements (e.g., total asset valuation, annual depreciation by department, etc.).
Response:	

ID	Requirement
FR-52	Ability to generate summary report showing outstanding maintenance work orders.
Response:	
FR-53	Ability to generate state of infrastructure reports, summarizing the condition and infrastructure deficit of all assets.
Response:	
FR-54	<p>Solution should provide out-of-the-box reports and dashboards to track and manage information across the solution. Out-of-the-box reports can be modified and saved as new reports.</p> <p>Provide a listing of out-of-the box reports and dashboards that come with the solution with a brief description of each.</p>
Response:	
FR-55	Solution should support and manage report scheduling including securely distributing reports either online, to printer, fax, or email.
Response:	

Appendix D.4 - Technical Requirements Form

ID	Requirement
System Monitoring	
TR-1	Ability to provide routine system monitoring reports to the City regarding the performance, availability and status of all services provided by the Proponent. Provide a list of monitoring reports that will be provided to the City. Describe how the requirement is supported.
Response:	
TR -2	Ability to monitor information sources for emerging threats (e.g. newly disclosed vulnerabilities in the versions of software used). Describe how the requirement is supported.
Response:	
TR -3	Ability to integrate with external Security Information and Event Monitoring tools (SIEM). Describe how the requirement is supported.
Response:	
Degradability, Interoperability, and Integration	
TR -4	Ability to support message queuing in the event the system is down or experiencing abnormal load conditions. Describe how the requirement is supported.
Response:	
TR -5	Ability to support a single sign-on approach. For example, can the solution allow an asset to remain in context when moving from one application to another. Describe how the requirement is supported.
Response:	
TR -6	Ability to leverage Web services to push and pull data via standard secure Web Protocols (SOAP, REST, etc.). Describe how the requirement is supported. Indicate if imports and exports are possible with Microsoft Office applications.
Response:	
TR -7	Ability to work with Active Directory or cloud-based directory services (Azure Directory Services). Describe how the requirement is supported.
Response:	

ID	Requirement
TR -8	Ability to provide tools to support data import/export processes (e.g. ETL process). Describe how the requirement is supported.
Response:	
TR -9	Ability to integrate to an electronic signature solution (e.g. PactSafe, Adobe, DocuSign etc.). Describe how the requirement is supported.
Response:	
TR-10	Ability to have data objects in the solution accessible via an API, vendor developed scripts, sftp sites, or other protocols which may be necessary. Describe how the requirement is supported.
Response:	
TR-11	Ability to trace a release to a version control system label and be able to roll back to a specific version, based on a tag or a point in time. Describe how the requirement is supported.
Response:	
Mobile Applications	
TR-12	Mobile Applications should continue to operate when wireless network connectivity is lost. Describe how the requirement is supported.
Response:	
TR-13	Mobile Applications should be capable of presenting pre-loaded data. Describe how the requirement is supported.
Response:	
TR-14	Mobile Applications should automatically synchronize with central servers as wireless network availability is restored with no impact to workflow. Describe how the requirement is supported.
Response:	
TR-15	Mobile Applications should let users capture data when wireless network connectivity is lost. Describe how the requirement is supported.
Response:	

ID	Requirement
TR-16	Ability to secure connections between entities or devices. Describe how the requirement is supported.
Response:	
Audit Tracking, Security	
TR-17	Ability to track who created/updated/deleted each data element. Auditing parameters should be configurable. Describe how the requirement is supported.
Response:	
TR-18	Ability to support distributed denial of service mitigation (e.g. be compatible with services like Cloudflare, Akamai, etc.). Describe how the requirement is supported.
Response:	
TR-19	Ability to support Automated Audit Log Analysis for detecting unauthorized access by credentialed users.
Response:	
TR-20	The contents of a cookie should be encrypted using a published, widely used encryption algorithm. Cookies should not contain any personal or otherwise sensitive information. Cookies should apply to the hosting domain only. Describe how the requirement is supported.
Response:	
TR-21	Ability to configure inactivity timeout for users. Describe how the requirement is supported.
Response:	
TR-22	Ability to protect any data in transit and at rest, using encryption or equivalent mechanism. Describe how the requirement is supported.
Response:	
TR-23	Ability to provide node authentication between client and Proponent systems for all types of transactions is required. Describe how the requirement is supported.
Response:	

ID	Requirement
TR-24	Ability to allow an admin to create roles with granular application permissions. When an Active Directory User accesses the application, they are granted the privileges of the corresponding role(s) of their associated Group(s). Privileges are always “allow”, never “deny” – by default, all privileges are denied.
Response:	
TR-25	Ability to leverage a virus scanning solution to inspect files attached in by the application (e.g OPSWAT). Describe how the requirement is supported.
Response:	
TR-26	Ability to provide a secure, scheduled, and audited patching process based upon release cycles or in the instance of a security breach. Describe the audit patching process.
Response:	
TR-27	Ability to support user authentication to/from applications via SAML and Open ID Connect (OIDC) authentication integration. Describe what user authentications are supported.
Response:	
TR-28	Ability to support multi-factor authentication schemes. Describe what schemes are supported.
Response:	
TR-29	Ability to support logout from the application which triggers a global sign-out from any other SAML supported application. Describe how the requirement is supported.
Response:	
TR-30	Ability to avoid displaying technical details about the internal operation of the system to users through error messages. Describe how the requirement is supported.
Response:	
Availability, Scalability	
TR-31	Ability to alert users of an unplanned outage. Describe how the requirement is supported.
Response:	

ID	Requirement
TR-32	Have measures in place to mitigate the impact of outages on dependent systems/interfaces. Describe how the requirement is supported.
Response:	
TR-33	The solution should be available 24 hours per day, 7 days per week, 365 days per year at 99.99% or better. This excludes the City-owned networks. Describe how the requirement is supported.
Response:	
TR-34	The solution should provide disaster recovery capabilities for the entire system to ensure the continuation of business by having adequate and appropriate backups of all data, and built-in error checking and recovery capabilities. Provide your disaster recovery processes including how backs-ups are structured and stored. Indicate if there is a requirement for the City to backup any part of the solution or provide storage.
Response:	
TR-35	Compatible with the Microsoft Windows 10 operating system.
Response:	
TR-36	Ability to deploy 'on demand' in a non-production environment, such as, a test, development, QA, Training, or staging environments.
Response:	
TR-37	Ability to support User Interface rendering response times of 3 seconds or less.
Response:	
TR-38	Ability to notify users when delays exceed acceptable response times. Describe how the requirement is supported.
Response:	
TR-39	Ability to scale system resources and user accounts on demand. Describe how the requirement is supported.
Response:	

ID	Requirement
Accessibility, Configurability, Dependability, Maintainability	
TR-40	<p>Core functionalities offered to the users should be compatible with the following Web Browsers.</p> <p>Supported web browsers are:</p> <ul style="list-style-type: none"> - Microsoft Internet Explorer 11 + - Google Chrome 70+ - Apple Safari 12 +
Response:	
TR-41	<p>Ability to support the following accessibility guidelines:</p> <ul style="list-style-type: none"> - Web Content Accessibility Guidelines (WCAG) 2.0
Response:	
TR-42	<p>Ability to enforce a data retention policy based on data classification and type. Describe how the requirement is supported.</p>
Response:	
TR-43	<p>Ability to allow for delegated administrative access to selected staff for appropriate oversight and admin functions, such as viewing user accounts properties, error logs, application configurations. Describe how the requirement is supported.</p>
Response:	
TR-44	<p>Ability to ensure data currency is maintained with multiple users accessing the same record. Describe how the requirement is supported.</p>
Response:	
TR-45	<p>Timestamps in events log files set to UTC time. Standardizing to UTC simplifies log correlation within the organization and with external parties no matter what time zone the device being synchronized is located in. Describe how the requirement is supported.</p>
Response:	
TR-46	<p>Ability to support time synchronization for concurrency of timestamps for stored records, events, and messages exchanged between external systems. Describe your time synchronization architecture, including what Stratum Level is supported for time synchronization of system clocks.</p>
Response:	

ID	Requirement
TR-47	The solution should provide automated notifications to the City's operations team in the event of a critical system events or errors. Describe how this can be supported.
Response:	
TR-48	User interface components should implement a responsive design that supports access from a range of devices including smartphones, tablets, and desktop computers.
Response:	

Appendix D.5 - Value Add Form

ID	Value Add
VA-1	<p>The Value-Add section identifies any additional benefits beyond the inherent worth of the requested goods or services offered by the Proponent that may help the City reach its goals. Value Add cannot affect the price but can enhance the overall value of the proposal. The City will not entertain proposals where pricing is elevated to increase the value-added benefits. Any value-added benefit proposed as part of this proposal will be used at the discretion of the City.</p> <p>Value Add proposals that help the City achieve the Council priorities of Grow, Green, Belong, Move and Perform may be scored higher.</p>
Response:	

APPENDIX E - RFP PARTICULARS

A. Overall Description

1) Background

In 2017, the City of Saint John began the process of developing and implementing a corporate-wide asset management (AM) program to improve the planning, management, maintenance, and operations of public infrastructure. One of the first activities completed in this process was the development of an Asset Management (AM) Strategy which identified several opportunities to improve the City's ability manage its assets.

The AM Strategy included a comprehensive review of the current asset management program and identified several data management deficiencies and limitations. A second and more detailed review of asset management data and information was completed in April 2018, confirming many of deficiencies related to the collection, storage and sharing of asset data and information and identified several opportunities for improvement. In summary, the following deficiencies were identified in these studies:

- Departmental data is collected in silos and various stand-alone software packages.
- Data is duplicated in multiple places and is not integrated across the organization.
- Most asset inventories are incomplete and/or out of date.
- Existing information systems are underutilized.
- Work order tracking is onerous and prevents the efficient collection and use of operational asset information.

In response to these findings, the City adopted a two-phase strategy to improve its ability to manage asset data and information:

1. Leverage existing information management systems (e.g. GIS) to improve asset inventory data quality and advance AM capabilities.
2. Centralize existing asset data into a corporate AM information system.

The City has made significant improvements to its asset data during Phase 1 of this strategy and is now ready to move into Phase 2 and implement a centralized asset management system for all assets owned and operated by the City.

2) System Perspective

The City of Saint John currently uses several information management systems to complete various asset management functions. There is no centralized system used to manage asset data across all departments, and multiple systems are used to complete various functions. Currently, the primary systems used to manage asset data is ESRI ArcGIS, MicroPaver, ClearRisk, and CityWide. Additional details on these systems and how they are used is provided in Table 4.

Many business units (Departments) use their own independent asset management information systems, either purchased from a third-party vendor or developed in-house. Furthermore, asset data and information is often duplicated in the City's Tangible Capital Asset (TCA) registry (CityWide) and various Department inventories with limited or no integration. Existing information systems relevant to the

City's Asset Management program are summarized in Table 4 and in a system context diagram in Appendix E.1.

Table 4. Existing Information Management Systems

System	Uses	User(s)
CityWide	Manage registry of Tangible Capital Assets. Calculate and track asset value and depreciation.	Finance/ Accounting
Naviline	City financial system used to generate work orders, track expenditures, issue purchase orders, and manage charter of accounts. <i>* The City is planning to decommission Naviline with a new Enterprise Resource Planning (ERP) system in the next 2-5 years.</i>	ALL
Cognos	Database reporting platform which generates financial reports from Naviline. Example reports include year-end expenditures, asset valuations, and comparing actuals vs. budgeted values.	Finance/ Accounting
Caseware	Creates annual financial statements for tangible capital assets using data stored in CityWide.	Finance/ Accounting
ESRI ArcGIS	City's geographic information system (GIS). Manages asset inventory data for many asset types. Interactive mapping interface to view and edit data. Generate public and internal information maps.	GIS, Public Works, Saint John Water
MicroPaver	Manage inventory of pavement / road surfaces. Track pavement condition assessment results. Track historical maintenance activities. Optimize preventative maintenance strategies.	Public Works
SCADA	Remote sensing and control of water and wastewater facilities. Includes the Vantage Point historian.	Saint John Water
GraniteNet	Manage CCTV inspection videos and sewer pipe defect data in accordance with NASSCO standard.	Saint John Water
Dossier	Manage transit fleet inventory. Manage fleet parts / warehouse inventory. Track fleet maintenance activities.	Transit
ClearRisk	Fleet management system manages all vehicle and equipment inventory. Tracks vehicle fuel consumption, fuel consumption, work orders, maintenance activities, part history. Tracks asset expenditures (purchase price, parts, maintenance labor) Estimates optimal replacement time for each vehicle.	Fleet Management

System	Uses	User(s)
WaterTrax	Water and wastewater data & compliance management system. Manages quality testing results. Identifies priority water cleaning + lining maintenance activities.	Saint John Water
Al's Red Book Records Database	Manages historical as-built drawings and field survey notes (red books).	Saint John Water
Kurt's Access Capital Database	MS Access database of historical and planned capital expenditures for major roadway infrastructure (roads, watermains, sewer mains, etc.).	Public Works, Saint John Water
Customer Relationship Manager (CRM)	Creates, tracks, manages, and issues customer service requests. Issues customer service work orders to various business units.	ALL
WaterGEMS and SewerGEMS	Hydraulic modelling water and sewer networks. Data from ESRI is often imported into the system.	Saint John Water
Parking System	Manages parking spaces and tickets.	Parking
Buildings Worksheets	Excel sheets to track asset inventory, condition, risk, replacement cost and estimated replacement year for several buildings.	Facilities Management

3) System Scope

The Asset Management System (AMS) will support the creation, management, and use of asset data and information to improve the City's infrastructure planning, budgeting, maintenance, and operations practices. The AMS will include all municipally owned and operated assets and will be implemented with the following business units in the City:

1. Saint John Water
2. Public Works
3. Facilities Management
4. Recreation and Parks
5. Fire Department
6. Fleet Management and Transit
7. Agencies, Boards, Commissions (TD Station, Aquatic Center, Market Square, LBR)
8. Parking
9. Finance & Accounting

The City of Saint John manages a wide range of assets to deliver services to residents and businesses. An initial list of assets managed by the City and which should be injected into the AMS (directly or indirectly) is summarized in Table 5.

Table 5. Asset Inventory Scope

Business Unit	Asset Type	# of assets	Quantity
Saint John Water	Watermains	21,215	506,771 m
	Water Valves	8,243	
	Hydrants	2,108	
	Pumping Stations	14	
	Water Treatment Plants	2	
	Water Storage Tanks	10	
	Dams	14	
	Sewer mains	26,951	719,830 m
	Sanitary Force mains	749	55,658 m
	Manholes	13,501	
	Catch Basins	9,420	
	Sanitary Lift Stations	71	
	Wastewater Treatment Plants	5	
	Lagoons	1	
Public Works	Roads	3,266	560,121 m
	Sidewalks	4,384	373,747 m
	Culverts	2,842	29,386 m
	Retaining Walls	186	4,992 m
	Fencing	354	28,700 m
	Traffic Signals	483	
	Traffic Signs	484	
Facilities Management	Arenas	5	
	City Facilities	95	
	Streetlights	1098	
Recreation and Parks	Parks	28	9,340,829 m ²
	Playgrounds	34	
	Ballfields	21	
	Soccer Pitches	5	
	Trails	1,311	173,717 m
Fire Department	Vehicles	29	
	Equipment	8	
Fleet Management and Transit	Vehicles	260+ 56 Buses	
	Buildings	2	
Agencies, Boards, Commissions	Buildings	4	
Parking	Parking lots	26	44,604 m ²
	Parking structures	4	
	Equipment	198	
Other	Land	608	61,482,675 Square meter

4) System Functions

Desired functions of the Asset Management System (AMS) include:

1. Asset Inventory Management
2. Tangible Capital Asset Accounting
3. Asset Inspection & Condition Assessment
4. Maintenance Management
5. Long-Term Forecasting
6. Warehouse and Parts Management
7. Document Management
8. Performance Monitoring
9. Decision-Making Support
10. Reporting & Analytics

A detailed listing of desired functional requirements is provided in Appendix D.3.

5) System Integration

The City wishes to decommission as many systems as possible and aggregate asset management functionality into the new Asset Management System (AMS). However, there are a select number of systems which the City would like to maintain and integrate with the new AMS. These systems are listed below:

1. ESRI ArcGIS:
 - a. ArcGIS Enterprise (v 10.9.1)
 - b. ArcMap (v 10.8.1)
 - c. ArcGIS Pro (v 2.9.0)
 - d. ArcGIS Reader (v 10.8.1)
2. MicroPaver (v 7.011)
3. GraniteNet (v 5.3.0)
4. ClearRisk (v 1.0)
5. Motorola's Customer Relationship Manager (CRM) (v 4.5.2)
6. New Enterprise Resource Planning (ERP) System - *to be determined, proponents are to indicate their experience integrating with ERPs in Appendix D.2 - P-3.*

Integration with these systems is preferred. Proponents should clearly indicate if integration with these systems is not feasible or is not believed to be in the City's best interest. Proponents should indicate their approach to integration in Appendix D.2 - P-8. Additional information on these systems can be provided to proponents through a written question to the City Contact.

A desired system context diagram is presented in Appendix E.2. Proponents may propose alternative architectures in their response (Appendix D.2 - P-8) to achieve the City's desired outcomes.

6) Users

The City anticipates there being several types of users with a wide range of authorizations, capabilities, and uses for the system. An initial estimate of the number and type of users anticipated from each

business unit is summarized in Table 6. The number of users is not final and will likely change through further engagement with the successful Proponent.

Proponents are not required to adopt this breakdown of user types in their system, it is only intended to provide Proponents with more insight into the type of users anticipated. The proposed system should be accessible for all user types with different IT capabilities.

User type definitions:

1. **Admin** - Back-end administrator of the system who has full access and the ability to create, modify or delete system features for users.
2. **Manager** - Individual who manages and oversees a group of assets and users and requires access to generate and view reports specific to the assets categories being managed.
3. **Supervisor** - Individual who directs field users to perform duties such as inspections and/or data collection. User requires the ability to generate reports specific to the asset categories being managed.
4. **Field** - Individual who is responsible for data entry and collection efforts and/or is performing work activities such as inspections and maintenance activities.

Table 6. Estimated # of Users by business unit

Business Unit	Field	Supervisor	Manager	Admin	Total
Saint John Water	30	5	4	1	40
Public Works	35	5	4	1	45
Facilities Management	20	3	1	1	25
Recreation & Parks	15	3	2	1	21
Fire Department	20	10	10	2	40
Fleet Management	4	4	2	2	12
Finance & Accounting	3	1	1	0	5
Asset Management	0	0	1	1	2
Parking	1	0	1	1	3
IT	0	0	0	3	3
Total	188	41	26	13	196

B. The Deliverables

Proponents are to consider the following deliverables in their response:

1. System Implementation and Configuration

Proponents are to implement (install) and configure an Asset Management System (AMS) to all relevant business units in the City to achieve desired business and technical requirements listed in Appendix D.3 and D.4.

For the purposes of providing a cost estimate, proponents should assume that implementation and configuration will occur in a multi-phased approach to minimize disruption to municipal operations. No more than three (3) business units shall undergo a business transformation at any given time. Additionally, Public Works and Saint John Water shall not undergo system implementation at the same time.

Proponents will work collaboratively with the City develop data standards and convert existing data into the necessary format for injection into the new AMS. Proponents will inform City staff of data format requirements and best approaches for this activity and support City staff with injecting existing data into the new system. It is the City's expectation that the Proponent will be responsible for importing existing data into the new system, however the City will perform any necessary data conversions or manipulations. The City understands the time and effort required to complete these activities is unknown and acknowledges this may impact proposed implementation schedules. Proponents should consider this in their proposal response.

Proponents are to provide the City with a comprehensive implementation and configuration plan as part of their response in Appendix D.2 - P-5.

2. Staff Training

Proponents are required to provide all users with comprehensive training following implementation and configuration to become proficient in the use of the new AMS.

For the purposes of providing a cost estimate, proponents shall assume all users listed in Table 6 will receive some online or in-person training to become proficient in the use of the new AMS.

Proponents are to provide the City with a description of their proposed training program as part of their response in Appendix D.2 - P-6.

3. User Licensing

Proponents are to provide users with access to the AMS to perform their duties for the entire length of the service agreement (maximum 10 years).

For the purposes of providing a cost estimate, proponents shall assume all users listed in Table 6 will be licensed for the full 10-year period.

Proponents are to provide a detailed breakdown of the licensing and subscription requirements of their system for a 10-year period. Proponents are to specify different levels of user licensing and associated costs. Identify additional costs associated outside of the licensing and subscription costs. Proponents are to provide the City with this information as part of their response in Appendix D.2 - P-22.

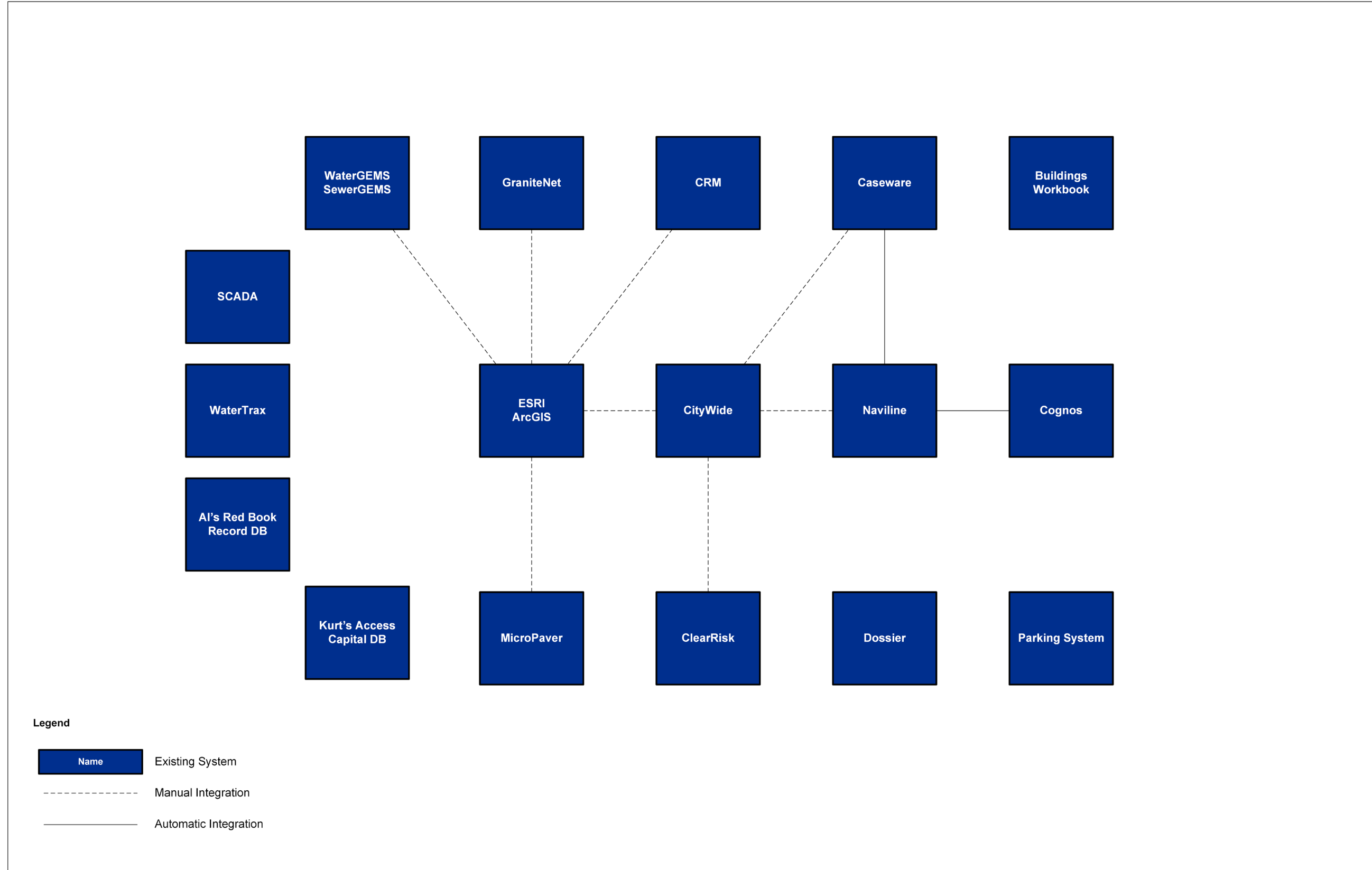
4. On-going Maintenance and Support

Proponents are to provide City staff with continuous and on-going maintenance and support with the AMS for the entire length of the service agreement (maximum 10 years).

For the purposes of providing a cost estimate and completing the pricing form, proponents shall assume on-going maintenance and support will occur for the full 10-year period.

Proponents are to provide the City with a description of their proposed on-going maintenance and support program as part of their response in Appendix D.2 - P-7.

Appendix E.1 - System Context Diagram (Current State)



Appendix E.2 - System Context Diagram (Desired Future State)

