

The City of Saint John

# **Request for Proposals**

2022-703002P – Technology Upgrades – Saint John Transit

Saint John, New Brunswick

Request for Proposals No.: 2022-703002P – Technology Upgrades – Saint John Transit

Issued: March 1, 2022

Submission Deadline: Thursday, 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 and implementation of an Electronic Fare System and On-Demand Dispatch Software, as further described in Part 2 – The Deliverables (the "Deliverables"). Proponents are not required to submit proposals for both deliverables.

## 1.2 <u>RFP Contact Person</u>

(1) For the purposes of this procurement process, the "**City Contact**" shall be:

Chris Roberts, SCMP, CPPB Procurement Manager Supply Chain Management City of Saint John Email: <u>supplychainmanagement@saintjohn.ca</u>

# 1.3 <u>Type of Contract for Deliverables</u>

(1) The City will issue a Purchase Order for the scope of services detailed in this request for proposal.

## 1.4 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 entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverablesor may obtain the same or similar to the Deliverables internally.

# 1.5 <u>Canadian Free Trade Agreement (CFTA)</u>

(1) Proponents should note that procurements falling within the scope of Chapter 5 of the CanadianFree Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at https://www.cfta-alec.ca/.

[End of Part 1]

# PART 2 – THE DELIVERABLES

# 2.1 <u>Description of Deliverables</u>

(1) This RFP is an invitation to submit proposals for the supply and implementation of an Electronic Fare System and On-Demand Dispatch Software, as further described in Appendix D – RFP Particulars – Section A - The Deliverables. Proponents are not required to submit proposals for both deliverables.

[End of Part 2]

# PART 3 – EVALUATION OF PROPOSALS

# 3.1 <u>Timetable</u>

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

Issue Date of RFP	Tuesday, March 1, 2022
Deadline for Questions	Wednesday, March 16, 2022, 4:00 pm, ADT
Deadline for Issuing Addenda	Thursday, March 17, 2022, 4:00 pm, ADT
Submission Deadline	Thursday, March 24, 2022, 4:00:00 pm, ADT
Rectification Period	3 Business Days
Evaluation	March 25 through April 8, 2022
Anticipated Deadline for Selection of	Tuesday, April 19, 2022
Highest Ranked Proponent	

## 3.2 <u>Submission Instructions</u>

## (A) Proposals Should Be Submitted at Prescribed Location

(1) Proposals should be submitted at:

The City of Saint John Supply Chain Management, 1<sup>st</sup> Floor 175 Rothesay Avenue Saint John, New Brunswick, E2J 2B4 (the "**Prescribed Location**")

Attention: Chris Roberts, SCMP, CPPB

## (B) Proposals Should Be Submitted in Prescribed Manner

- (1) Proponents should submit one (1) signed original and five (5) bound copies of the technical proposal and supporting information, one (1) signed original copy and five (5) bound copies of the financial proposal and supporting information, and one (1) electronic copy of each proposal on a flash drive.
- (2) The technical proposal should be sealed in an envelope, clearly indicating the proponent's name and address and marked: "Technical Proposal: 2022-703002P Technology Upgrades Saint John Transit".
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent's name and address and marked: "Financial Proposal: 2022-703002P Technology Upgrades Saint John Transit".
- (4) Proposals sent by fax or email will be rejected.

# (C) Proposals Should 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) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect 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 highest ranked proponent in the following three stages described in further detail below:
  - (a) Stage I Mandatory Requirements and Rectification
  - (b) Stage II Evaluation of Rated Criteria and Pricing
  - (c) Stage III Selection and Final Negotiation

# (A) Stage I – Mandatory Requirements and Rectification

## Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the 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.

## 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.

# Submission Form (Appendix A)

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

# Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

# **Reference Form (Appendix C)**

Each proponent must complete the Reference Form and include it with its technical proposal.

# **Other Mandatory Requirements**

Each proposal must:

(a) Be in English.

# (B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria. The City intends to shortlist to up to Three (3) proponents, however, should the City deem it to be in its best interest, it may expand this number accordingly.

# (C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

# [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, and/or presentations.

## 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 beobtained from the City's website (<u>www.saintjohn.ca</u>) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting outthe number of each addendum in the space provided.

# (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 <u>Debriefing</u>

# (A) Debriefing – Following Award

(1) 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 calendar days after notification of award.

(2) The acceptance of the successful proposal shall not be discussed during a debriefing.

# 4.4 <u>Prohibited Conduct</u>

# (A) Proponent Not to Communicate with Media

(1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

# (B) 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.

# (C) Illegal or Unethical Conduct

(1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, 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 maybe seen to compromise the competitive process provided for in this RFP.

## (D) 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 <u>Confidential Information</u>

## (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 hasany questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

## 4.6 <u>Procurement Process Non-Binding</u>

## (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 law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) 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 the highest ranked proponent for the purposes of entering into a contract. 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 issuance of a purchase order 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 issuance of a purchase order, 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, omissions, 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 <u>Governing Law and Interpretation</u>

## 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.

# [End of Part 4]

# **APPENDIX A – SUBMISSION FORM**

#### (A) Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response 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:		
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

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 Supply Agreement.

## (C) Ability to Provide Deliverables

The proponent has carefully examined this 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 prices set out in the Pricing Form.

#### (D) Mandatory Forms

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

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	
Reference 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

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

#### (F) Addenda

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

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

#### (H) Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if requiredby 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 advisers 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

Title

Date

I have the authority to bind the proponent.

# **APPENDIX B – PRICING FORM**

# (A) Pricing Form

Complete the following table to provide detailed pricing for the described items for RFP No.
2022-703002P, and exclusive of HST/GST. Proponents may append additional documentation as required.

# **Electronic Fare System**

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Note: Please quote your net price on each of the commodity(s) F.O.B. delivered to City of Saint John.

The tendered prices for all materials to include pick-up, transportation, delivery, duty, fuel surcharge and any other charges incurred in order to provide required materials and/or services.

# **APPENDIX C – REFERENCE FORM**

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

#### Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

#### Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

# Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

# **APPENDIX D – RFP PARTICULARS**

# i. The Deliverables

# (1) <u>SCOPE</u>

This RFP has been developed on behalf of the Saint John Transit Commission. *The Saint John Transit Commission was established by the City of Saint John to operate the public transit system. The City has the obligation under the legislation to finance all net operating and capital expenditures. The Commission has full power and authority to maintain and operate a public transit system.* Currently 70 full-and part-time employees operate a fleet of 45 buses, providing 1417 service hours per week, Monday through Sunday via 21 routes and 721 stops. This results in over 1,418,107 kms logged per year within the boundaries of the City of Saint John.

The Commission is embarking on the "Transforming Transit" project, designed to incorporate, among other components, technology including dynamic routing (on-demand), electronic fare options, automated stop announcements, passenger counting, video cameras, Computer-aided-design Automatic Vehicle Locator system and right-sized, low-emission vehicles into the service. The Commission recognizes the opportunities presented to provide better service for current riders, attract new riders (potentially resulting in fewer single-occupancy, private passenger vehicles and reduce Green House Gas (GHG) emissions within the fleet and operations).

The entire scope of the Transformation Project will likely take several years but the service is looking to implement a couple of "early wins" in the Transformation. Specifically, the purpose of the Request for Proposals is to find a(some) Technology partner(s) to aid in the modernization of the Saint John Transit system in specific in two areas; **Electronic Fare System and On-Demand Dispatch Software**. It is envisioned that these two components will help frame the other portions of the project to come in the following months/years. Saint John Transit would like to begin implementation of the early wins by the summer of 2022 with complete implementation in the months to follow.

# Proponents can respond to one section or all (Parts A and/or B).

If responding to only either Part A or Part B, please provide names of partner technologies or technology solutions that you have worked with or integrated with previously in the provision of services to Transit Organizations in relation to the services requested in either Part.

For further clarity, if you are a provider of a tech solution in responding to only one part of the RFP, who are your partners that provide technology solutions in the other part of the RFP? Please comment if there is a formal partnership or if have you cooperated previously for a seamless integration for the Transit organization. In addition to the names of successful integration partners, please provide an example of a Transit organization (name) where your technology has integrated with another technology.

In addition to responding to either Part A or Part B or both, please provide information as an appendix to your submission:

# ACCESSIBILITY

If product/solution is used by consumers (web site or web application): Does your solution's user interface meet WCAG 2.1 (Web Content Accessibility Guidelines 2.0) Level AA requirements? If product/solution is used by consumers (web site or web application): Is your solution's user interface responsive? Please describe how users can access the solution on desktop, mobile, tablet, and kiosk devices.

If product/solution is used by consumers (web site or web application): Is your solution device and browser compatible with common operating systems? Please confirm which browsers and operating systems are supported by the solution.

If product/solution is used by consumers (web site or web application): Is your solution multilingual? Please confirm what languages the user interface is available in. Please specifically confirm it is available in at least French and English.

## INTEROPERABILITY

If product/solution is software/application:

Does your solution have one or more APIs? Please provide, as an appendix, API documentation. Please outline any limitations, restrictions, metering, or other API limitations.

If product/solution is software/application: Is your solution dependent on any third-party licenses or services? If so, please describe.

# DATA OWNERSHIP AND PORTABILITY

If product/solution is software/application: Who owns the information stored within the application?

If product/solution is software/application: Under what circumstances can the City request that information or data be deleted from the solution?

If product/solution is software/application:

Can information or data be exported from the application? Please describe the file format(s) of any available exports, what data can be exported, and whether or not the data can be exported on demand, or if a request needs to be submitted and if any cost to export the data.

If product/solution is software/application:

How long is data retained by the solution before being deleted and how is it backed up? Can you provide the location of your data servers?

# PRIVACY, SECURITY, AND COMPLIANCE

If product/solution collects any personally identifiable information from users (name, email, address, etc.): Is your solution compliant with the Canadian Personal Information and Electronic Documents Act (PIPEDA)?

If product/solution collects any personally identifiable information from users (name, email, address, etc.): Is your solution compliant with the New Brunswick Right to Information and Protection of Privacy Act?

If product/solution communicates with users (ie. sends text alerts, emails, etc.): Is your solution compliant with Canada's Anti-Spam Legislation (CASL)?

If product/solution stores any data online:

What American Institute of Certified Public Accounts (AICPA) Service Organization Control (SOC) certifications does your solution have?

If product/solution stores any data online: Does your solution use Secure Sockets Layer (SSL) for encrypted communication between your servers and clients?

If product/solution stores any data online:

Does your solution encrypt data during when it is stored? If so, please describe what information is encrypted and its encryption level.

If product/solution stores any data online: Does your solution have ISO/IEC 27001:2013 certification and are you willing to provide proof of certification?

If product/solution collects any financial/payment information online: Is your solution PCI DSS compliant and are you willing to provide proof of certification?

If product/solution collects any financial/payment information online: What payment processing platform does your solution use, and/or support?

If product/solution is online software/application: Was your solution developed in accordance with the National Institute of Standards and Technology (NIST) Cyber Security Framework?

If product/solution is online software/application: Was your solution developed using Open Web Application Security Project (OWASP) secure coding guidelines?

# WARRANTY AND SUPPORT

If product/solution is software/application: Please provide, as an appendix, a sample support Service Level Agreement.

If product/solution is software/application: Please provide, as an appendix the product/solution warranty.

# (2) <u>SPECIFICATIONS</u>

# Part A – Electronic Fares

The purpose of Part A is to find an Electronic Fare system that advances Saint John Transit's ability to augment its existing fare collection equipment of cash-fare boxes and systems to include an account-based, multimodal fare collection system using open architecture that is scalable to support growth, and capable of accepting a variety of payments, bringing Saint John Transit and the region into the next generation of fare payment technology. The current cash fare boxes will remain and are not part of the scope of work.

# **Deliverables - Platform Requirements and Specifications**

1. Zero physical contact between driver and riders for purposes of fare sales or fare acceptance.

- 2. Hardware validator for modern fare collection.
- 3. Bus operator override for the use of cash transactions.
- 4. Wireless data transfer process.
- 5. The latest version of back-office software for staff use.

6. Ability for riders to use an online portal to register their payment and add fares to their account, then presenting either a smart card or phone app to the driver

Payment option for purchase of fare materials outside of the bus, perhaps online; via app; or physical kiosk
Ability to transfer from one bus route to another with or without additional fare

10. Integration into single tablet for driver display of accepted fare (same tablet to be used for driver routing) 11. Accept Canadian currency

12. The system also must accurately and securely compile all transactional records to permit a complete audit and analysis of passenger boarding statistics.

# Fare Media Processing Requirements

The Proposer shall ensure that:

A. Upon insertion or presentation to the farebox, electronic fare documents are immediately read.

B. If there is no data, or if the data is corrupted, unrecognizable, or invalid, the farebox will immediately reject the fare.

C. Provide the ability to allow or reject the use of specific fare types based on off-peak and peak time.

- The farebox must validate an electronic fare document against the currently active fare sets within the following parameters:
  - A. Expiration Date (Is the fare document expired?)
  - B. Usage Period (Is the fare document being used during the permitted times/days?).
  - C. Issuing Agency (Was the fare document issued by an authorized agency?)
  - D. Document Type (Is the fare document type valid?)

E. Passenger Fare Category (Is the fare category acceptable for the present time/date and class of service?).

F. Remaining Value and Rides (Is there available value or rides to pay the fare).

G. Transfer Information (Does the transfer comply with the conditions of use for the category of transfer?).

H. Passback for period passes (Is the fare being used by a second person for a second time on the

same bus?). I. Bad Number (Is the fare document's serial number listed as bad?).

# Stored Ride/Stored Value Card Processing

General Requirements:

A. Stored value and stored ride cards shall be pre-encoded for a specific amount or number of rides and distributed off the bus.

B. The Proposer shall ensure that when a stored value or ride card is presented, the farebox is able examine the card to determine that there is adequate value or rides to pay the fare.

C. Proposer shall ensure that the farebox will deduct the proper amount and re-encode the card with the remaining rides and value.

D. In the event the card does not have adequate value to pay the full fare, the farebox shall be able to accept a "split payment" transaction in which a combination of cash and the remaining funds on the card are used to pay the fare.

E. Allows for the purchase additional fares via website through a third-party PCI DSS compliant host.

# Fare Collection System Features

A. The fare collection system must conform to the methods for purchase and processing of public transit fare transactions and data collection of all transactional information as sales data, operational errors, passenger information, and operator commands.

B. The proposed solution must provide for a removal and replacement of all major component parts for efficient use of maintenance labor time and eliminating the need to remove a vehicle from service.

C. The proposed solution should provide for a farebox that monitors the operating system part components to the extent with which the bus operator has the ability to "reboot" components as an initial troubleshooting fix.

D. The solution shall allow for changes to fare amounts or fare policies in the back-office system.

E. The recording and reporting of ticket usage will be reported in the back-office system.

# Wireless Data Transfer

A. The Proposer shall describe the wireless data transfer process and any equipment or data cards necessary to ensure suitable downloads/uploads.

B. The wireless data transfer probing process should maximize convenience and reliability while minimizing labor and time required for accomplishing this essential task.

C. The data transfer process must provide maximum security and involve as minimal intervention.

D. If a hosted solution is proposed, what is the availability standard?

# Test Equipment and Special Tool Requirements

A. Appropriate test bench and test stand equipment shall be provided to maximize the effectiveness and efficiency of the testing and maintenance of the fare collection solution over its entire service life cycle.B. The test bench equipment shall be capable of providing the necessary requirements for In-house component troubleshooting and equipment repair.

C. The test bench equipment shall provide the necessary provisions to communicate with the back-office computer to simulate the solution installed in the field and shall be used to troubleshoot equipment issues in a controlled environment.

D. The test stand equipment should include a mobile diagnostic option for remote, in-service, testing of

# Spare Parts

The Proposer shall provide Saint John Transit a comprehensive list of replacement, or spare parts. SJT will purchase spare parts on an "as needed" basis. The spare parts list shall include the following:

- A. Proposer part number
- B. Description
- C. Issue quantity (i.e. each, box, pack, etc.)
- D. Part cost
- E. Estimated delivery lead-time of each part
- F. Essential function of the component
- G. Warranty period of each part

# Warranty

1. The entire fare collection system, including test equipment, tools, and required hardware/software shall be warranted for a minimum period of twelve (12) months for use in regular service. The warranty shall cover, at a minimum, the repair or replacement of all provided equipment, tools, service and any related software or hardware updates necessary for continued operation of the fare collection system. The warranty must begin after successful acceptance testing by SJ Transit.

2. The Proposer shall include an explanation of the following:

A. The type of warranty coverage provided for each component/service.

B. The procedure for reporting and processing a warranty request including all necessary paperwork and contact information.

C. Provisions for spare parts, service, and labor including estimated lead times to avoid potential service disruptions.

D. Pricing for optional longer warranty periods.

# System Training

1. Training Schedule

All proposals must include a training schedule for all designated SJT maintenance, operations, I.T. and other pertinent support staff. The schedule must include the training curriculum, material, and estimated time per support group.

2. Training Requirements

At a minimum, the training schedule must include:

A. Onsite "Train the Trainer" training to designated SJT staff on how to operate the Fare Collection System equipment. SJT would then train all staff responsible for driving SJT buses on how to operate the fare collection system.

B. Onsite training for all STJ staff who are responsible for the proper repair and maintenance of the Electronic Fare Collection System equipment.

C. Virtual training to designated SJT staff for the online portal

D. Training must take place Monday thru Friday, during SJT's designated hours of operation.

3. Training Plan

The Proposer shall provide a plan to train all designated SJT personnel that have direct interaction with the specifics of the Fare Collection System. The training plan shall address the following areas at a minimum:

A. Fare Collection System installation

- B. Fare Collection System repair and general maintenance
- C. Fare Collection System troubleshooting
- D. Bus Operator Farebox operations (Must include a quick user guide for Operator use in the bus)

E. Farebox vault dump operations

- F. Back-Office system administration including problem troubleshooting
- G. Back-Office system reporting
- H. Back-Office system planning
- I. Back-Office system finance
- J. Back-Office system maintenance
- K. Troubleshoot basic areas of repair and technical concerns.

The plan shall include appropriate documentation and training aides as necessary. Maintenance manuals must cover all aspects of the furnished Fare Collection Equipment.

# **Customer Service Support**

1. The Proposer shall describe their customer support services.

2. The Proposer shall provide qualified technical support to assist SJT by telephone or email during standard SJT business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m. AT).

3. The Proposer shall provide customer support that has been appropriately trained to assist SJT staff with diagnosing and resolving all areas of operative and technological repair.

# Implementation

# Project Timeline

All proposals must include an estimated project timeline starting from the execution of an official contract by SJT.

2. Installation, Testing and Acceptance

A. All on-bus equipment installations shall be completed during non-peak SJT service hours whenever possible.

B. The successful Proposer shall provide SJT a schedule which will include estimated dates of equipment delivery and installation for SJT review and approval.

C. Respondents shall provide a detailed acceptance testing plan at the time of RFP submittal for review by SJT. The written plan shall define in detail the manner of testing the system (hardware and software) for its compliance with the functional requirements stated within this RFP, including the requirement to meet the SJT's reporting requirements.

D. The successful Proposer shall supply all materials, personnel, labor, tools, etc. required for the proper installation, implementation, testing and training of the Farebox Collection System equipment.

E. SJT shall be responsible for all power arrangements and for any electrical infrastructure modifications that may be necessary for the installation of the back-office infrastructure or wireless data transfer.

F. The Proposer shall provide SJT at least thirty (30) days advanced written notice of any required electrical infrastructure modifications and information technology prep work.

G. All Fare Collection System equipment and supplies shall be delivered directly to SJT main operations "FOB destination, freight prepaid".

# Project Work Schedule

1. All work shall be performed at SJT Transit Services Center. The work schedule and hours shall be sensibly coordinated with SJT operations, maintenance, I.T. and administrative staff to ensure minimal disruption of day-to-day operations.

2. SJT will provide designated work and storage space for all Proposer, or Proposer Subcontractor, personnel and equipment.

3. SJT Project Manager will coordinate with the Proposer the scheduling of all work to be performed.

4. SJT will have final approval of the scheduling of all installation activities.

5. Proposer will state the anticipated time frame from initial installation to implementation and Kick-off go live with new system.

# Part B – On-Demand Service Software

### **Deliverables - Platform Requirements and Specifications**

Saint John Transit seeks to collaborate with a private sector firm(s) to supply either as a hosted solution or Software As A Service, a software platform that enables an on-demand environment for delivering, managing and supporting Saint John's Transit on demand responsive operations. Saint John Transit will provide drivers, vehicles, needed equipment, which includes tablets and computer hardware, and marketing to operate the service. Service features must include, but are not limited to:

## **Professional Services**

- Service & System Deployment: on-site training and testing, ongoing advice/suggestions, system setup, and integrations; and
- (optional) Service Planning & Design: on-demand transit system design and productivity analysis with the ability to run transit on demand simulations to guide start-up resources and fleet before implementation of the service.

## **Rider Facing Application**

- App Download: Application must be available for free download on the Apple App Store and Google Play Store as a minimum requirement;
- Browser Accessible: Application must also be device agnostic and accessible by all current browsers;
- Service Area Booking: Allow users to search for and book rides in up to 20 discreet service areas;
- Viewing Service Areas: Ability to view Saint John Transit's service zones and operating hours including all virtual stop locations;
- Booking Virtual Stop Trips: Ability to book trips using virtual stop to virtual stop.
- Booking Trips Timeline: Ability to book ride in real-time, in advance, and via subscription based rides;
- Rider Accounts: Application must require customer to register an account and create favourite trips for ease of rebooking;
- Account Recovery: Account management such as password/username recovery.
- Rider History: Ability to view account ride history;
- Trip Time Estimates: Ability to provide customer an estimated arrival and drop off time upon booking trip reservation. It must allow customer to cancel ride if times provided are not convenient for the passenger;
- Guaranteed Trip Timings: Ability to provide 'depart at' or 'arrive by' trip time options for riders;

- Real Time Vehicle Display: Display real-time vehicle locations on a map and arrival predictions. Arrival predictions need to be accurate or displayed in a reasonable range or accompanied by a not to exceed pick up time;
- Rider Reviews: Ability to rate customer experiences;
- Rider Reminders: Ability to receive trip updates through the app or via SMS/email;
- Saint John Transit Conventional Integration: Ability for customers to plan a trip utilizing transit on demand and conventional transit in an integrated manner either using a static route plan or live GTFS feed (optional but preferred);
- GTFS Feed: Ability to view other Saint John Transit conventional buses on the map from the publicly available GTFS feed.
- Specialized Transit Integration: Ability to differentiate between specialized transit riders (with client ID) and conventional transit riders for door-door service versus virtual stop to virtual stop service.
- Payment Options: Ability to accept payment through the app;
- Branding Customization: Inclusion of Saint John Transit branding on mobile app and browser landing pages to easily identify Saint John Transit services;
- Accessible Capacity: Confirm that accessible space will be available upon rider request; and
- App and Website Accessibility: Both must meet the accessibility standards of the Integrated Accessibility Standards Regulations (IASR) Reg. 191/11 s. 14, which implements the Information and Communications Standards of the Accessibility for Ontarians with Disabilities Act (AODA), with regard to accessible websites and web content. The associate technical standards for these regulations are specified in the W3C's Web Content Accessibility Guidelines 2.0.

## **Operator-facing application (for iOS, Windows or Android)**

- Ability for operator sign-on to account;
- Ability to note fare has been paid on the application.
- Ability to enable/disable vehicle to accept ride request;
- Ability to receive Dispatcher notes on specific trips/customers;
- Turn by turn audio and visual (on screen) directions;
- Ability to log pick up and drop offs;
- Ability to log fares by type and fare payments;
- Ability to add walk up customers;
- Ability to log no-shows;

- \*Ability to pan and zoom the map; and
- \*Ability to view the entire route on the map.

# **Dispatcher-facing application (browser based)**

- Signing in to account;
- Ability to add ride requests to the system;
- Ability to log drivers in;
- Ability to approve or deny ride requests that require approval based on predetermined parameters such as, but not limited to, group size, location, number of passenger no-shows;
- View in-progress rides;
- Ability to cancel rides;
- Ability to set a maximum number of trips to provide and/or a method to deny trips when demand outnumbers available resources;
- Review recent ride history (by type);
- View of a reporting suite;
- Export a reporting suite;
- Add addresses riders can choose from;
- Add or remove roads which are not travelable;
- Add vehicles and vehicle capacities/parameters;
- Ability to add/modify Operator break and lunch periods;
- Configurable real-time dispatcher display screen;
- Real time monitoring and analytics for all service operations and vehicles;
- Dashboard for analysis of service operations and vehicles available;
- Real-time analytics to alert dispatchers of demand surges or long wait times;
- Manual methods for rejecting or redirecting ride requests;
- Ability to view services by service region and to generate reports by service region(s);
- Ability to add a minimum of 20 service regions;
- Ability to pan and zoom the map; and
- Ability to view the entire route on the map.

## Administrator Dashboard (browser based)

- All features available to, Dispatcher, plus exporting Transit Database Reports;
- Add new service;
- Edit services hours;
- Configure agency settings;
- Configure service parameters such as maximum wait time, maximum in-vehicle time, etc.
- Add regions;
- Add or remove roads which are not travelable;
- Add vehicles and vehicle capacities/parameters;
- Add/remove virtual stops and geographic zone boundaries plus toggles for turning on or off the zones/virtual stops; and
- Ability to cap or limit the number of trips to be provided, including but not limited to, by hour(s), day of the week, and service area.

#### Data Collection and Reporting

- System must capture, store, and report at a minimum, revenue vehicle hours (RVH), revenue vehicle kilometers (RVK), total vehicle hours (TVH), total vehicle kilometers (TVK), unlinked passenger trips (UPT or boardings), passenger kilometers travelled (PKT), and vehicles operated in maximum service (VOMS);
- A method for collecting on time performance relative to guaranteed drop off times and estimated pick up times.
- Aggregate reports (e.g., daily and annual totals) must include breakdown reports, including, at a minimum, breakdowns by vehicle and day so that total figures can be traced by an auditor to source data, including chronological vehicle manifests of pull-out from garage, first pick-up, all pickup/ drop-off times and locations, all operator break and/or refueling begin and end times and locations, last drop-off time/location, pull-in at garage, and any additional deadhead activity;
- Reports, including but not limited to RVH must be tagged and allow breakdowns by service zone;
- Passenger trip data must include origin and destination both of which must at a minimum be tagged by postal code;
- System must include origin/destination mapping capabilities including a variety of filters (e.g., by date, time of day, etc.);
- Additional required reports include, but are not limited to, Boardings by Source (e.g., booked by app, by phone, or walk-up), Boardings Per RVH, Boardings by Hour of the Day, Ride Duration, Ride Wait Time, Total Boardings, Total Vehicle Mileage, Origins and Destinations, and Fare Payment;

- System must include a real-time data portal with an easy-to-use interface for quickly generating or retrieving operating data, reports, and/or dashboards;
- Reports should have a web-based graphical/dashboard mode and a quick tool for export of tabular source data into a flat file in either/both Excel and/or CSV format;
- Proposal should clearly indicate any manual data input that will be required by Saint John Transit personnel in order to capture sufficient data for reporting purposes, e.g., manual entry by bus operators of pull-out time, first pick-up, break time, etc., and provide clear examples of user interface and procedure;
- Proposal should explain clearly and concisely how mileage and location data will be captured (e.g., by GPS, odometer, or other means);
- GTFS Feed: Ability to consume the Google Transit Feeds to provide additional information to the public regarding Saint John conventional bus information such as schedules, real time arrivals, and routes.
- Open Data: (optional but preferred) Although not mandatory, making available the real-time ondemand transit routing information maybe be beneficial in the future development or enhancements to trip planning technologies.
- Proposal should clearly describe any integration efforts (including Saint John Transit and consultant roles and responsibilities) that will be needed between consultant's product(s) and existing Saint John Transit hardware or software.

## Technical Support/Software Upgrades and Releases

- Describe any on-going licensing requirements and costs.
- Support Services must be provided via phone and email and must be available during Saint John Transit service operating hours;
- Contractor must provide a licensed software/technology platform that supports demand-responsive routing and dispatch of vehicles;
- Contractor must provide upgrades and new features to software it generally makes available to its other licensees for no additional charge;
- Contractor must provide Saint John Transit prior notice when the software will be unavailable for any reason, such as system maintenance. Contractor must coordinate a date/time that is outside of regular Saint John Transit operating hours.
- Software Security and User Privacy: Contractor shall ensure privacy and security of all City data maintained as part of the service.
- Solution must comply with the Government of Ontario IT standards and security requirements for cloud services as provided in the links below:

# (3) <u>PAYMENT</u>

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can **either** be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, **or** by email to the Accounts Payable department (accountspayable@saintjohn.ca). Vendors are to ensure invoices are not sent both ways.

## (4) FREIGHT AND DELIVERY

Please quote your net price on each of the commodity(s) F.O.B. delivered to City of Saint John.

The proposed prices for all materials and/or services are to include pick-up, transportation, delivery, duty, fuel surcharge and any other charges incurred in order to provide the required materials and/or services.

## (5) <u>SPECIFICATION SHEETS AND WARRANTY</u>

Specification sheets along with warranty information and any limiting conditions must be submitted with the proposal.

## (6) <u>TERMINATION OF THE CONTRACT</u>

The City reserves the right to terminate the contract at any time during the course of this agreement. In such an event, payment will be made only for the product received up to the time of termination.

## (7) BASIS FOR AWARD

The City does not bind itself to accept the lowest or any proposal submitted, but reserves the right to accept any proposal deemed to be in its best interest. The City also reserves the right to split this contract between two or more proponents based upon the overall best value to the City.

## (8) <u>NO GUARANTEE</u>

The City makes no guarantee as to the value or volume of the Deliverables. The quantities stated herein reflect the anticipated requirements of the City; however, the City reserves the right to purchase more or less than the total quantity stated.

## (9) <u>RESERVED RIGHTS</u>

The City reserves the right to:

a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal isa Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.

- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similarproceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
  - i) Assess and reject a proposal on the basis of
  - i. Information provided by references;
  - ii. The proponent's past performance on previous contracts;
  - iii. Information provided by a proponent pursuant to the City exercising its clarificationrights under the Proposal Solicitation process;
  - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
  - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- I) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitationdocuments.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.

- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

# (10) <u>LIMITATION OF LIABILITY AND WAIVER</u>

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submittinga proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reasonof the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

# ii. Evaluation Criteria

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP. These criteria will be used for each of parts A and B.

Criteria	Total
Service Support	20
Timeline for implementation	15
Ease of Use for customers	20
Ease of Transition to new system	15
Cost	15
Added/included features	15
Total	100