



REQUEST FOR PROPOSAL No. 2466

Electronic Document and Records Management System (EDRMS)

DATE ISSUED: November 29, 2019

Closing Location:

Purchasing Department
2020 Labieux Road
Nanaimo, B.C. V9T 6J9

ESTABLISHED CLOSING DATE AND TIME:

**Proposals must be received prior to:
December 23, 2019; 3:00 pm (15:00 hours) Pacific Time**

INQUIRIES and RFP CONTACT:

Jane Rushton, Purchasing Manager
purchasinginfo@nanaimo.ca

Late Submissions will not be considered

And

Submissions will not be opened publicly



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Section 1.0 Overview

1.1 Project Overview

The City of Nanaimo (the “**City**”) and the Regional District of Nanaimo (the “**RDN**”) are each seeking Proposals from software providers for the supply of an off the shelf and in use product (not a custom as built solution for this project), for configuration, implementation and operationalization of Electronic Document Records Management System (EDRMS) software.

The Successful Proponent for each of the City and the RDN (collectively, the “**Purchasers**” and each individually, the “**Purchaser**”) will be required to provide implementation services including, but not limited to, project management, System installation support, configuration, data conversion, migration, training, go-live support and after implementation ongoing support and maintenance including upgrades and new releases as part of the support Agreement.

Each Purchaser will evaluate Proposals separately and may or may not select the same Proponent due to specific requirements. Any award by the Regional District of Nanaimo is subject to Board approval.

1.2 RFP Methodology

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

1. RFP Proposal review after the Established Closing Date and Time
2. Proposal Rectification Period
3. Mandatory Technical Requirements review
4. Evaluation of Proposals on basis of Evaluation Criteria
5. Demonstrations
6. Preferred Proponent identified
7. Discovery Phase Agreement for a Discovery Phase executed between the Purchaser and Preferred Proponent
8. Refined Proposal received from Preferred Proponent based on Discovery Phase
9. Contract Negotiations
10. Execution of Contract between the Purchaser and Preferred Proponent

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

1.3 Intended Term of Agreement

Upon completion of the Discovery Phase, as noted in Section 4.13 of this RFP, the Successful Proponent may, at the Purchaser's absolute discretion, be requested to enter into negotiations for an Agreement with the Purchaser for the provision of the agreed upon Deliverables as detailed in the Project Scope. If mutually agreeable, each Purchaser intends to enter into an Agreement for a Purchaser-hosted solution for a term of five (5) years, with options to extend, as mutually agreeable, until the software reaches its useful end of life. Determination of the useful end of life will be determined by the Purchaser, in its sole and absolute discretion. A Purchaser shall not incur any liability, should it choose not to exercise the option to extend the Agreement.

1.4 Fiscal Funding Out

The Proponent acknowledges that neither Purchaser can make financial commitments beyond its current fiscal year. In this regard, each Purchaser shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by the Agreement.

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

Such termination will take effect thirty (30) calendar days from the date of notification and will not constitute an event of default.

1.5 Definitions

The following definitions apply to the interpretation of this document:

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

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- b. **“Agreement”** means the agreement executed by the Purchaser and Vendor for some or all of the Deliverables in accordance with this RFP.
- c. **“Business Day”** means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in British Columbia.
- d. **“City”** means the City of Nanaimo.
- e. **“Closing Location”** means the location that all Proposals for this RFP will be accepted.
- f. **“Deliverables”** means the goods and services to be delivered under the Agreement, as described in detail in this RFP.
- g. **“Discovery Phase”** means the Discovery Phase described in Section 4.13 of this RFP.
- h. **“Discovery Phase Agreement”** means the agreement executed between the Purchaser and the Successful Proponent during the Discovery Phase as a result of the RFP evaluation process.
- i. **“EDRMS”** means Electronic Document Records Management System.
- j. **“Established Closing Date and Time”** means the deadline for the submission of Proposals as set out herein or as amended.
- k. **“Evaluation Criteria”** means the evaluation criteria described in Section 4.9 of this RFP.
- l. **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act* of British Columbia.
- m. **“LGMA”** means the Local Government Management Association.
- n. **“Mandatory Technical Requirements”** means the mandatory technical requirements described in Appendix B of this RFP.
- o. **“Preferred Proponent”** means the Proponent whose Proposal the Purchaser has determined to be the most advantageous for the Purchaser, and with whom the Purchaser will be offered the opportunity to enter into a Discovery Phase and based on the successful outcomes be further invited to enter into negotiations towards an Agreement.
- p. **“Proponent”** means the legal entity providing a response to this RFP.
- q. **“Proposal”** is synonymous with Submission and means the information submitted by a Proponent in response to this RFP.
- r. **“Purchaser”** means either the City or the RDN.
- s. **“Purchasers”** means the City and the RDN collectively.
- t. **“RCRS”** means the Purchaser’s Records Classification Retention Schedule.
- u. **“RDN”** means the Regional District of Nanaimo.
- v. **“Rectification Period”** means the period of time set out in Section 4.6 of this RFP during



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which a Proponent, if contacted, will be permitted to rectify its Proposal to satisfy the mandatory submission requirements of this RFP.

- w. **"Request for Proposal"** or **"RFP"** means this Request for Proposal 2466 issued by the Purchasers to solicit Submissions to provide the Deliverables.
- x. **"RFP Contact"** means the Purchaser staff person identified on the front cover of this RFP.
- y. **"Submission"** is synonymous with Proposal and means the information submitted by a Proponent in response to this RFP.
- z. **"Successful Proponent"** means the Proponent with whom the Purchaser enters into the final Agreement.
- aa. **"System"** means the Electronic Document Records Management System to be provided by the Proponent under this RFP.
- bb. **"Vendor"** means the Successful Proponent who supplies the Deliverables under the Agreement.
- cc. **"Verification and Clarification Process"** means the verification and clarification process described in Section 4.2 of this RFP.
- dd. **"Work"** means the professional services and Deliverables to be provided by the Vendor under the Agreement.

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Section 2.0 Instructions to Proponents

2.1 RFP Closing Date and Submission Instructions

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

- a. Hand/courier delivery: Proponents must submit one (1) electronic version in MS Word or PDF format submitted on an external flash drive. The Proposal should be enclosed and sealed in an envelope/package clearly marked: **RFP 2466 Electronic Document and Records Management System (EDRMS); Attention: Jane Rushton, Purchasing Manager** and delivered and addressed to the Purchasing Department, City of Nanaimo, 2020 Labieux Road, Nanaimo, BC V9T 6J9.

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

- b. Electronic Bid Opportunity Portal: follow this hyperlink; <https://www.nanaimo.ca/bid-opportunities/>. Click the submit button for **RFP 2466 Electronic Document and Records Management System (EDRMS)**, register by providing all the required information; upload the Submission document(s) and click submit.
 - An email confirmation will be sent to the email address that has been registered.
 - Proponents are advised that registration is required for each Submission made using the Electronic Bid Opportunity Portal.

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

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

2.2 Signature

The Proposal must be signed by a person authorized to legally bind the Proponent for the Proposal.

2.3 Pre-Proposal Meeting - Mandatory

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

2.4 Proponent RFP Review

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

Proponents are advised to examine all of the documents comprising this RFP and report any errors, omissions or ambiguities and seek additional information, in writing, by email to the RFP Contact on or before the Deadline for Questions. All questions submitted by Proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. The Purchasers may not respond to requests for clarification after the Deadline for Questions date.

It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Purchasers shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP or its process.

2.5 Not a Binding Agreement

Issuance of this RFP, the Proponent's preparation of a Proposal, and the subsequent receipt and evaluation of the Proposal by the Purchasers does not obligate the Purchasers in any manner whatsoever, including awarding an Agreement to any Proponent. This RFP does not constitute an offer and is not intended to create any "Contract A" based tendering law duties. Only the full execution and delivery of the final Agreement documents between the selected party will obligate the Purchaser in accordance with the Agreement terms and conditions.

2.6 Inquiries and Clarifications Related to this RFP

All inquiries regarding this RFP are to be directed in writing or by email to the following person(s):
Jane Rushton, Purchasing Manager; purchasinginfo@nanaimo.ca

All enquiries must be received no less than ten (10) Business Days before the Established Closing



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Date and Time. Questions received after this date will be responded to at the Purchaser's discretion, and responses cannot be guaranteed.

Information obtained from any other source or in any other form, other than as specified herein, is not authorized and should not be relied upon.

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

2.7 Addenda

If the Purchaser determines that an Addendum is necessary, the Purchaser will post an Addendum on the City's website and the Addendum shall become part in parcel part of the RFP Document(s).

- a. Questions for clarification that alter the method, pricing and or specifications of the Submission will be posted in the form of an Addenda, and must be signed and included with the Submission.
- b. Questions for clarification that do not alter the method and pricing of the Submission will be posted in the form of a Question and Answer document and will not require to be signed and returned with the Submission.

It is the responsibility of the Proponent to ensure that it has retrieved any Addenda as posted and are required to check the City's website for all information up to the Established Closing Date and Time at the following website; <https://www.nanaimo.ca/bid-opportunities/>.

2.8 Withdrawal of Proposals

Proponents may withdraw their Proposal at any time by submitting a written withdrawal request to the Purchasing Department via email: purchasinginfo@nanaimo.ca, Attention: Jane Rushton, Purchasing Manager.

2.9 Amendment to Proposals

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

2.10 Proponent Expenses

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

2.11 Acceptance and Rejection of Proposals

This RFP does not commit either Purchaser, in any way to select any Proponent or accept any Proposal and each Purchaser reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever. In the event that a Purchaser cancels this RFP, the Purchaser reserves the right to procure the same or similar services at any time through any means that the Purchaser deems appropriate and no Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the Purchaser by virtue of the Proponent's participation in this RFP.

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

Proponents are advised that the lowest price, or any Proposal may not necessarily be accepted and each Purchaser reserves the right to reject or accept any or all Proposals in whole or in part.

2.12 Litigation Clause

Each Purchaser may, in its sole discretion reject a Proposal submitted by Proponents if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in a legal action against the Purchaser, its elected or appointed officers and employees in relation to:

- a. Any other agreement and or contract for works or services; or
- b. Any matter arising from the Purchaser's exercise of its powers, duties or functions under the *Community Charter, Local Government Act* or another enactment

Within five years of the date of this Request for Proposal.

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In determining whether to reject a Proposal under this clause, the Purchaser will consider whether the litigation is likely to affect the Proponent's ability to work with the Purchaser, its consultants or representatives. In addition, whether the Purchaser's experience with the Proponent indicates that the Purchaser is likely to incur increased staff and legal costs in the administration of the Agreement if it is awarded to the Proponent.

2.13 Freedom of Information and Protection of Privacy Act

Each Purchaser advises Proponents that Submissions may be subject to the provisions of *FOIPPA* and the *Community Charter*. Proponents should identify any information in their Proposal supplied in confidence for which the Proponent is seeking confidentiality to be maintained by the Purchaser. Proposals will be held in confidence by the Purchaser subject to the Purchaser's duties and obligations under *FOIPPA* and other applicable laws. Personal information provided in the Submission will be collected pursuant to *FOIPPA* and the *Community Charter* and *Local Government Act*. The personal information will not be released except in accordance with the *FOIPPA*. Questions about the collection of your personal information may be referred to the City's Legislative Services Department at (250) 755-4405, or via email at foi@nanaimo.ca.

2.14 Ownership of Proposals

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

2.15 Working Language

The working language of the Purchaser is English and all Proposals must be submitted in English.

2.16 Notification of Award

The Preferred Proponent will be notified in writing by the Purchaser and will be required to satisfy all requirements of Section 3.5 as a condition of the parties entering into the Discovery Phase Agreement before any work under the Discovery Phase Agreement is commenced. All Proponents are directed to regularly check the City's website for results of this RFP as unsuccessful Proponents will not be notified in writing.



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2.17 Debriefing

Proponents may request a debriefing which may be made available at the Purchaser's convenience and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process. Each Purchaser may provide a debriefing upon request, after a Agreement award has been executed with the Successful Proponent.

2.18 Opening of Proposals

Proposals will not be opened publicly.

Section 3.0 General Terms and Conditions

3.1 Acceptance of Terms

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

3.2 The Purchasers' Reserve Rights

Each Purchaser reserves the right to:

- a. Waive any irregularity or insufficiency in any Proposal;
- b. Accept the Proposal which is deemed most favourable to the interest of the Purchaser;
- c. Accept any Proposal in whole or in part;
- d. Seek Proposal clarification with any or all of the Proponents to assist in the evaluation;
- e. To request clarification from one or more than one Proponent with regard to pricing that is obviously unbalanced;
- f. Communicate with, meet with, or negotiate with any one or more Proponents;
- g. Reject any or all Proposals;
- h. Cancel this RFP at any time prior to the Established Closing Date and Time;
- i. Contact references other than, and or in addition to, those furnished by the Proponent;
- j. Modify the terms of the RFP at any time in its sole discretion, up to the Established Closing Date and Time; and
- k. Internally publish the names of Proponents and any summary cost information deemed appropriate by the Purchaser.

3.3 Gifts and Donations

Proponents shall not offer or extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the Purchasers and shall report any attempt by any employee of a Purchaser to obtain such favours to the Purchaser's Chief Administrative Officer or designate.

3.4 Proponent Performance

The Successful Proponent will be evaluated on their performance throughout the term of the Agreement. Vendors achieving a less than satisfactory rating under the evaluation will be notified and required to create and implement a corrective action plan that addresses any shortfall in the

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Vendor's performance. If the Vendor fails to create or implement the corrective action plan or if the Vendor's performance level does not improve the Purchaser may take further action including but not limited to cancelling the Agreement and/or suspension of the Vendor from future bidding opportunities.

3.5 Pre-Conditions of Award

The pre-conditions of award that apply to this RFP are set out below. The Preferred Proponent will be asked to submit proof of the following:

- a. Business License: The Preferred Proponent will be required to hold a valid City of Nanaimo or Inter-community business license for the duration of the Work.
- b. WorkSafe BC: The Preferred Proponent will be required to provide a WorkSafe BC Clearance Letter as evidence of their organization being in good standing with WorkSafe BC for the duration of the Work.
- c. Insurance: The Preferred Proponent will be required to hold (and provide copies as evidence) the insurance policies detailed in the Form of Agreement for the duration of the Work, or longer as specified.

3.6 Limitation of Liability

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

Section 4.0 Evaluation and Selection Process

4.1 Proposals to be Evaluated Separately

The RDN and the City will evaluate Proposals independently. The selection process for each may result in separate awards based on the specific requirements.

If a Proponent wishes only to propose on one Scope of Work, this must be specifically stated in the Proposal, otherwise it will be assumed the Proposal is open for review by both the RDN and the City.

4.2 Verification and Clarification Process

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

4.3 Proponents May Withdraw

Proponents may withdraw from this procurement process prior to execution of the Agreement without penalty.

4.4 Proposal Eligibility and Mandatory Submission Requirements

In order for a Proposal to be eligible, it must meet the following mandatory requirements:

- a. The Proposal must be submitted on or before the stipulated Established Closing Date and Time;
- b. A fully completed version of the Proponent's Information Form must be filled out, included in the Submission and signed by a person authorized to legally bind the Proponent with respect to the Proposal should be included in the Submission; and
- c. A copy of all Addenda should be signed and included in the Submission.

4.5 Completeness of Submissions

Proposals will be reviewed to determine compliance with all of the Section 4.4 Proposal Eligibility and Mandatory Submission Requirements. Proposals failing to satisfy the requirements as of the Established Closing Date and Time will be provided an opportunity to rectify any deficiencies during the Rectification Period.

4.6 Rectification Period

Each Purchaser reserves the right to waive the mandatory criteria and to request that a Proponent rectify the mandatory Submission criteria with the exception of 4.3.a. as defined above.

In the event that a Proposal submitted on time fails to meet any procedural compliance associated with provisions of a compliant Submission, the Purchaser will permit the Proponent a 48-hour Rectification Period. For clarity, the Proposal must be substantially complete and compliant at the Established Closing Date and Time in order for the Purchaser to initiate this process. The Purchaser will not waive the mandatory Established Closing Date and Time.

The Rectification Period will commence upon the Purchaser's issuance of a Rectification Notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If rectification of the non-compliance is not resolved within the 48-hour period, the Proposal will be disqualified, with no further consideration given.

4.7 Mandatory Technical Requirements – Pass/Fail

Proposals will be reviewed to determine compliance with all of the Mandatory Technical Requirements as set out in Appendix B – Mandatory Technical Requirements. Questions or queries from the Purchaser as to whether a Proposal has met the Mandatory Technical Requirements will be subject to the Verification and Clarification Process. Proposals satisfying the requirements of the Mandatory Technical Requirements will proceed to the next phase.

4.8 Evaluation of Rated Criteria

Each Purchaser will evaluate the eligible Proposals based on the Evaluation Criteria in 4.8 using a weighted evaluation scoring method. Proposals will be evaluated using a scoring scale of 1-5 with the resulting score then multiplied by the pre-determined weighted evaluation value for each particular criterion. The weighted score for each item will be added together to arrive at an aggregate total score for the evaluation and ranking for all Proposals. Each Purchaser will assign scores at the sole discretion of the Purchaser.

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

4.9 Evaluation Criteria

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

Item	Evaluation Criteria	Weighting
1.	Proponent Profile and Corporate Strength	20
2.	Proposed Project Team and Experience	30
3.	Proposed Solution	40
4.	Approach/Methodology/Implementation Plan/Risk Management	20
5.	Training /Support Services	20
6.	Proposed Proponent agreement for Licensing/Subscription, On-going Support and Maintenance	20
7.	Pricing	50
	TOTAL	200

4.10 Proposal Content

Proposal content is further described in Appendix C. Proponents are asked to review and respond to the content requirements.

4.11 Demonstration

Each Purchaser may, at their sole discretion, invite one or more Proponents for a demonstration. The demonstration will include but not be limited to:

- a. Overview of the System;
- b. Specific software module review; and
- c. User experience scenario testing

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

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

4.12 Highest Ranked Proponent Identified

The Proponent receiving the highest score will become the Preferred Proponent and will be offered the opportunity to enter into a Discovery Phase.

4.13 Discovery Phase – Requirements Finalization

Using the terms and conditions of the Consulting Agreement as attached in Attachment A, it is anticipated that the Purchaser will enter into a Discovery Phase and Discovery Phase Agreement with the Preferred Proponent. The Discovery Phase is to allow the Preferred Proponent to develop a revised Proposal on more fully investigated project requirements and the associated costs for those more fully understood requirements. The Preferred Proponent will be compensated for time and effort for this Discovery Phase.

If the Purchaser is unsuccessful with the Preferred Proponent in developing a mutually agreed upon scope of Work and fee structure, the Purchaser may engage the next highest ranked Proponent(s) in succession, according to the ranking order, until the Purchaser is either satisfied or cancels the RFP.

The Purchaser will have the right to not proceed with any Proponent participating in this phase, if in the opinion of the Purchaser, a revised Proposal is not in the best interest (considering the Proponent attributes, suitability of the Deliverables and costs) of the Purchaser.

On achieving the first satisfactory revised Proposal, at the sole and absolute discretion of the Purchaser, the Purchaser and the Preferred Proponent will enter into negotiations to pursue the final terms for an Agreement.

In the event that negotiations fail, the Purchaser reserves the right to select the second highest rated to enter into a second Discovery Phase or cancel the RFP.

4.14 Negotiations

Using the terms and conditions of the Preferred Proponent's submission of Appendix E and if required, the Purchaser will enter into negotiations for the terms and conditions of the Agreement and/or detail regarding the revised Proposal.

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Any negotiations will be subject to the terms and conditions of the RFP Process and the Preferred Proponent's Submission and will not constitute a legally binding offer to enter into an Agreement on the part of the Purchaser or the Proponent. There will be no legally binding relationship created with any Proponent prior to the execution of an Agreement.

All negotiations may include requests by the Purchaser for supplementary information from the Preferred 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 Purchaser for improved pricing or revisions to the proposed scope from the Preferred Proponent.

- a. **Time Period for Negotiations:** Each Purchaser intends to conclude negotiations and finalize the Agreement with the Preferred Proponent during the negotiation period, commencing from the date the Purchaser invites the Preferred Proponent to enter negotiations. A Proponent invited to enter into negotiations should be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously. Any negotiations extending beyond thirty (30) days may result in the Purchaser terminating negotiations.
- b. **Failure to Enter into Agreement:** If the Purchaser and the Preferred Proponent cannot conclude negotiations and finalize the Agreement for the Deliverables within the negotiation period, the Purchaser may discontinue negotiations with the Preferred Proponent and may invite the next-best-ranked Proponent to enter into a Discovery Phase Agreement. At this point, the next-best-ranked Proponent will be considered for the Discovery Phase. This process will continue until an Agreement is finalized, there are no more Proponents remaining that are eligible for negotiations, or the Purchaser elects to cancel the RFP process.
- c. **Terms and Conditions:** The form of agreement submitted by Proponents under Appendix E Proposed Agreement for Licensing/Subscriptions and Ongoing Support and Maintenance will form the basis for negotiations between the Purchaser and the Preferred Proponent.

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Section 5.0 Project Scope – City of Nanaimo

This RFP is an invitation by the City to prospective Proponents to submit Proposals for the supply, configuration, implementation and operationalization of an Electronic Document Records Management System (EDRMS), to meet the desired outcomes below:

- a. Ability to create, receive, manage, retain, and dispose of records in compliance with the City of Nanaimo Records Classification Retention Schedule (“RCRS”).
- b. Ability to integrate with the Microsoft Office suite of software including Word, Excel and PowerPoint.
- c. Ability to replace the majority of group and personal network drives with the EDRMS.
- d. Ability to integrate with Microsoft Outlook to allow users to quickly store emails in the EDRMS.
- e. Ability to measure compliance using reports.
- f. Ability to support, configure and integrate with the System with minimal Vendor support after project implementation.
- g. Establish and develop a document repository to allow for future business integrations and processes that touch multiple departments within the City.

5.1 Background

In the spring of 2017, the City undertook an enterprise content management (ECM) project. The City engaged a consultant to conduct a content management review, assist in drafting a records management policy suite and RCRS. The new RCRS will replace the LGMA records classification system and retention schedule which the City has historically used to classify its records. In the fall of 2018, the City conducted an RFI process for ECM vendors in order to determine what features are in the marketplace. It is the intention that the City of Nanaimo will organize all departmental records into the new RCRS prior to the deployment of an EDRMS.

5.2 Current State

Currently not all City of Nanaimo departments use the LGMA classification schedule and records management has been handled differently by each department. Destruction of physical records has only been tracked by departments that follow the LGMA classification schedule. To date, there is no official destruction process for electronic records.

At the time of the EDRMS implementation all shared drive content at the City will be classified according to the RCRS.

5.3 Scope of Work and Requirements

The evaluation of the cost of Proposal will be on the cost to roll out the System to the entire organization. This total cost should include all Work and licensing.

It is anticipated that the EDRMS solution will be implemented City wide; however the City's desired approach will be to implement in a phased approach.

Phase 1

Consists of five City departments:

- Legislative Services
- Communications
- Administration
- Human Resources
- Information Technology

Current City User Account types:

- Viewers – 1
- Contributors – 42
- Super Users - 9
- IT Administrator - 1
- Administrators - 4

Position	Usage and Responsibilities
Viewers	View documents
Contributors	Viewer (+) create, edit, save working documents
Former Employee	Audit trail
Super Users	Contributor (+) create folders and close files
IT Administrator	Ability to perform all technical functions
Administrators	Super Users plus all other available functionality within the EDRMS application

Desired outcomes for Phase 1:

1. Full data migration from network drives and active physical files into the EDRMS for all five City departments;
2. Ability to create, receive, manage, retain, and dispose of records in compliance with the City of Nanaimo RCRS;

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3. Ability to integrate with the Microsoft Office suite including Word, Excel and PowerPoint;
4. Ability to replace the majority of group and personal network drives with the EDRMS;
5. Ability to integrate with Microsoft Outlook to allow users to quickly store emails in the EDRMS;
6. Ability to measure compliance using reports;
7. Ability to support, configure and integrate with the System with minimal Vendor support after project implementation;
8. Train the trainer – training program that allows the project team to roll out the solution to the rest of the organization;
9. Technical support and help desk access; and
10. Complete transition to the proposed solution by December 31, 2020

Future Phases

On achieving a satisfactory completion of Phase 1, and at the sole and absolute discretion of the City, the City may choose to implement the EDRMS solution in other City departments in whole or in part with the desired completion date December 31, 2021. Desired outcomes from Phase 1 will be reviewed and may be revised.

Next phase departments include:

- Police Services
- Fire
- Corporate Services
- Development Services
- Engineering and Public Works
- Parks, Recreation & Environment
- Finance

Next phase User Account types counts:

- Viewers – 47
- Contributors – 781
- Super Users - 52
- IT Administrator - 1
- Administrators - 0

5.4 City Support

Assembled City of Nanaimo project team consists of the following:

- a. IT Project Manager to coordinate the work with the Successful Proponent
- b. 1 Records Coordinator and 2 Records Clerks
- c. 1 IT Technical Lead and 1 technical secondary support person for installation and learning how to support the system

5.5 Privacy Protection Schedule

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

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

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

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Section 6.0 Project Scope – Regional District of Nanaimo

This RFP is an invitation by the RDN to prospective Proponents to submit Proposals for the supply, configuration, implementation and operationalization of an Electronic Document Records Management System (EDRMS), to meet the desired outcomes below:

1. Ability to create, receive, manage, retain, and dispose of records in compliance with the RDN Records Classification Retention Schedule (“RCRS”).
2. Ability to integrate with the Microsoft Office suite including Word, Excel and PowerPoint.
3. Ability to replace the majority of group and personal network drives with the EDRMS.
4. Ability to integrate with Microsoft Outlook to allow users to quickly store emails in the EDRMS.
5. Ability to measure compliance using reports.
6. Ability to support, configure and integrate with the System with minimal Vendor support after project implementation.
7. A document repository to allow for future business integrations and processes that touch multiple departments within the RDN.
8. Ability to manage numerous metadata fields, including custom business fields and allow for both rapid and advanced content search features.
9. Should provide version control functions, role-based permissions management, audit logs, legal hold management.
10. Provide workflow processing support such as review and approve workflows.
11. The user interface should be intuitive for end users.
Provide web-based access and all personal data must be stored in data center located in Canada.

6.1 Current State

RDN is currently drafting a records management policy suite and a RCRS which will replace the existing classification schedule. Destruction of physical records has been tracked in accordance with the current classification schedule. To date, there is no official destruction process for electronic records.

It is the intention that all active and relevant shared drive content will be reorganized and classified according to the new RCRS prior to migration into the EDRMS.

6.2 Scope of Work and Requirements

The evaluation of the cost of Proposal will be based on the cost to roll out the System to the entire organization. This total cost should include all Work and licensing.

It is anticipated that the EDRMS solution will be implemented RDN wide however the RDN's desired approach will be to implement in a phased approach.

Phase 1

Regional District of Nanaimo consists of five departments:

- Legislative Services
- Communications
- Building and Bylaw Services
- Human Resources
- Information Technology

Regional District of Nanaimo current User Account types for Phase 1

- Viewers – 1
- Contributors – 32
- Super Users - 8
- IT Administrator -3
- Administrators – 2

Position	Usage and Responsibilities
Viewers	View documents
Contributors	Viewer (+) create, edit, save working documents
Former Employee	Audit trail
Super Users	Contributor (+) create folders and close files
IT Administrator	Ability to perform all technical functions
Administrators	Super Users plus all other available functionality within the EDRMS application

Desired outcomes for Phase 1:

1. Data migration from network drives and active physical files into the EDRMS for all five departments;
2. Ability to create, receive, manage, retain, and dispose of records in compliance with the Regional District of Nanaimo RCRS;

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3. Ability to integrate with the Microsoft Office suite including Word, Excel and PowerPoint;
4. Ability to replace the majority of group and personal network drives with the EDRMS;
5. Ability to integrate with Microsoft Outlook to allow users to quickly store emails in the EDRMS;
6. Ability to measure compliance using reports;
7. Ability to support, configure and integrate with the System with minimal Vendor support after project implementation;
8. Train the trainer – training program that allows the project team to roll out the solution to the rest of the organization;
9. Technical support and help desk access;
10. RDN's earliest anticipated start date is September 2020
11. Complete transition to the proposed solution by December 30th, 2021

Future Phases

On achieving a satisfactory completion of Phase 1, and at the sole and absolute discretion of the RDN, the RDN may chose to implement the EDRMS solution other RDN departments in whole or in part with the desired completion date December 31, 2022. Desired outcomes from Phase 1 will be reviewed and may be revised.

Next phase RDN departments include:

- Corporate Services
- Finance Department
- Planning
- Recreation and Parks
- Regional and Community Services
- Solid Waste
- Strategic and Community Development
- Transportation Services
- Utilities

Regional District of Nanaimo current User Account types for next Phase:

- Viewers – 230
- Contributors - 147
- Super Users -15

6.3 RDN Support

Assembled RDN project team consists of the following:

- IT Project Manager to coordinate the Work with the Successful Proponent
- 1 Records Management Specialist and 1 Records Clerk
- 1 IT Technical Lead and 1 technical secondary support person for installation and learning how to support the System

6.4 Privacy Protection Schedule

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

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

Under the British Columbia *Freedom of Information and Protection of Privacy Act (FOIPPA)*, British Columbia local governments are required to complete a Privacy Impact Assessment Statement for any new or existing systems. The Successful Proponent will be responsible for assisting the RDN in the completion of a PIA.



**Electronic Document and Records Management System (EDRMS)
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Attachment A – Consulting Agreement



CITY OF NANAIMO

Consulting Agreement

for

Electronic Document and Records Management System (EDRMS)

With

XXXXXXXXXXXX

Agreement Number: 2466

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SCHEDULE A – SERVICES

SCHEDULE B – FEES AND EXPENSES

SCHEDULE C – CONSULTANT PROPOSAL

THIS AGREEMENT is dated for reference the _____ of _____, 2019

BETWEEN:

(the "Consultant")

AND:

City of Nanaimo
455 Wallace Street
Nanaimo, B.C.
V9R 5J6
(the "City")

The City wishes to retain the Consultant to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Consultant has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the City and the Consultant agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which City government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Consultant or a Sub-Consultant;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Consultant or a Sub-Consultant and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Consultant or a Sub-Consultant from the City or any other person;
- (f) "Services" means the services described in Schedule A;
- (g) "Term" means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

- 1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Consultant must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Consultant must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Consultant must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Consultant’s obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Consultant must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Consultant must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by City

- 2.6 The City may from time to time give the Consultant reasonable instructions (in writing or otherwise) as to the performance of the Services. The Consultant must comply with those instructions but, unless otherwise specified in this Agreement, the Consultant may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the City provides an instruction under section 2.6 other than in writing, the Consultant may request that the instruction be confirmed by the City in writing, which request the City must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Consultant from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Consultant's obligations under this Agreement, the Consultant must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Consultant complies with this Agreement, then the City must pay to the Consultant at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the City's opinion, are necessarily incurred by the Consultant in providing the Services; and
 - (c) any applicable taxes payable by the City under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The City is not obliged to pay to the Consultant more than the "Maximum Amount" specified in Schedule B on the account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Consultant must submit to the City a written statement of account in a form satisfactory to the City upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the City may withhold from any payment due to the Consultant an amount sufficient to indemnify, in whole or in part, the City and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the City to the Consultant upon the basis for withholding the amount having been fully resolved to the satisfaction of the City.

Appropriation

- 3.4 The City's obligation to pay money to the Consultant is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the City during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Consultant is not a resident in Canada, the Consultant acknowledges that the City may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Consultant's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Consultant must not in relation to performing the Consultant's obligations under this Agreement commit or purport to commit the City to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Consultant must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, City or other tax or duty imposed on the Consultant as a result of this Agreement that the City has paid or reimbursed to the Consultant or agreed to pay or reimburse to the Consultant under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the City.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Consultant represents and warrants to the City as follows:
- (a) except to the extent the Consultant has previously disclosed otherwise in writing to the City,
 - (i) all information, statements, documents and reports furnished or submitted by the Consultant to the City in connection with this Agreement (including as part of any

- competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
- (ii) the Consultant has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable the Consultant to fully perform the Services, and
 - (iii) the Consultant holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Consultant's obligations under this Agreement; and
- (b) if the Consultant is not an individual,
- (i) the Consultant has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Consultant, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Consultant and is legally binding upon and enforceable against the Consultant in accordance with its terms. Except as bankruptcy, insolvency or other laws affecting the rights of creditors generally may limit enforcement and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Consultant must comply with the Province of British Columbia's Freedom of Information and Protection of Privacy Act.

Security

- 5.2 The Consultant must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal.

Confidentiality

- 5.3 The Consultant must treat as confidential all information in the Material and all other information accessed or obtained by the Consultant or a Sub-Consultant (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the City's prior written consent except:
- (a) as required to perform the Consultant's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the City and, if such consultation is reasonably practicable, after consultation with the Consultant.

Restrictions on promotion

- 5.5 The Consultant must not, without the prior written approval of the City, refer for promotional purposes to the City being a customer of the Consultant or the City having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Consultant receives a request for access to any of the Material from a person other than the City, and this Agreement does not require or authorize the Consultant to provide that access, the Consultant must promptly advise the person to make the request to the City.

Ownership and delivery of Material

- 6.2 The City exclusively owns all property rights in the Material which are not intellectual property rights. The Consultant must deliver any Material to the City immediately upon the City's request.

Matters respecting intellectual property

- 6.3 The City exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Consultant receives from the City; and
 - (b) Produced Material, other than any Incorporated Material.
- Upon the City's request, the Consultant must deliver to the City documents satisfactory to the City that irrevocably waive in the City's favour any moral rights which the Consultant (or employees of the Consultant) or a Sub-Consultant (or employees of a Sub-Consultant) may have in the Produced Material and that confirm the vesting in the City of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Consultant grants to the City:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and

- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the City's request, the Consultant must fully inform the City of all work done by the Consultant or a Sub-Consultant in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Consultant to be paid fees at a daily or hourly rate or for the Consultant to be paid or reimbursed for expenses, the Consultant must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the City. Unless otherwise specified in this Agreement, the Consultant must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the City may have under statute or otherwise, the City may at any reasonable time and on reasonable notice to the Consultant, enter on the Consultant's premises to inspect. In addition, at the City's discretion, copy any of the Material and the Consultant must permit, and provide reasonable assistance to, the exercise by the City of the City's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Consultant agrees to indemnify, defend and save harmless the City, including and without limitation, to its Council Members, agents, servants and employees. This will be from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or termination of this Agreement). Where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Consultant or by any servant, employee, officers, director or Sub-Consultant, the Consultant pursuant to the Agreement excepting always liability out of the independent acts of the City.

Insurance

- 9.2 The Consultant must provide their own insurance to protect their interests as they see fit and insurance as per SCHEDULE B.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Consultant must comply with, and must ensure that any Sub-Consultants comply with, all applicable occupational health and safety laws in relation to the performance of the Consultant's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Consultant must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Consultant's expense if:
- (a) the Consultant is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Consultant from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the City, the Consultant must provide the City with evidence of the Consultant's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure. In addition, any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so, as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Consultant fails to perform any of the Consultant's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Consultant in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Consultant's liquidation or winding up,
 - (ii) the Consultant commits an act of bankruptcy, makes an assignment for the benefit of the Consultant's creditors or otherwise acknowledges the Consultant's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Consultant or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Consultant,
 - (iv) a compromise or arrangement is proposed in respect of the Consultant under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Consultant's property, or
 - (vi) the Consultant ceases, in the City's reasonable opinion, to carry on business as a going concern.

City's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the City may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Consultant, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Consultant, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the City to exercise its rights in relation to an Event of Default will constitute a waiver by the City of such rights.

City's right to terminate other than for default

- 11.4 In addition to the City's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the City may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Consultant.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the City terminates this Agreement under section 11.4:
- (a) the City must, within 30 days of such termination, pay to the Consultant any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of this Agreement; and
 - (b) the Consultant must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the City has notified the Consultant in writing was not completed to the City's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the City of the amount described in section 11.5(a) discharges the City from all liability to make payments to the Consultant under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Consultant becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Consultant must promptly notify the City of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Consultant proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Consultant proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Nanaimo, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by email to the addressee's email address provided to the City
- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or email address

13.2 Either party may from time to time give notice to the other party of a substitute address or email address, which from the date such notice is given, will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Consultant must not assign any of the Consultant's rights under this Agreement without the City's prior written consent.

Subcontracting

13.4 The Consultant must not subcontract any of the Consultant's obligations under this Agreement to any person without the City's prior written consent. No subcontract, whether consented to or not, relieves the Consultant from any obligations under this Agreement. The Consultant must ensure that:

- (a) any person retained by the Consultant to perform obligations under this Agreement; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent Consultant

13.10 In relation to the performance of the Consultant's obligations under this Agreement, the Consultant is an independent Consultant and not:

- (a) an employee or partner of the City; or
- (b) an agent of the City except as may be expressly provided for in this Agreement.

The Consultant must not act or purport to act contrary to this section.

Personnel not to be employees of City

13.11 The Consultant must not do anything that would result in personnel hired or used by the Consultant or a Sub-Consultant in relation to providing the Services being considered employees of the City.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Consultant on Schedule A, the Consultant must cause those individuals to perform the Services on the Consultant's behalf, unless the City otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The City must make available to the Consultant all information in the City's possession which the City considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Consultant must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between the Consultant's duties to that person and the Consultant's duties to the City under this Agreement.

Time

13.15 Time is of the essence in this Agreement, and without limitation will remain of the essence there after modification, or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Consultant may be required to obtain from the City or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the City or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in writing and attached herein apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Consultant and the City are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 2019 by the Consultant (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>	<p>SIGNED on the ____ day of _____, 2019 on behalf of the City by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
---	--

Schedule A – Services

PART 1. TERM:

The term of this Agreement commence on issuance of the City’s Notice to Proceed and will continue until project completion unless terminated by either party in writing prior to the end date.

PART 2. SERVICES:

Services will be in accordance with the City’s Request for Proposal ##### including all attachments and any subsequent addenda and as per the attached Consultant proposal dated _____.

In the event any terms and conditions included in the attached Consultant proposal conflict with the terms and conditions of this agreement, the terms and conditions of this agreement will prevail.

Services commence upon notification to proceed from the City of Nanaimo designated Project Manager.

PART 3. KEY PERSONNEL:

The Key Personnel of the Consultant are as follows:

a)

City of Nanaimo Project Manager,

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$ _____ Canadian Dollars is the maximum amount which the City is obliged to pay to the Consultant for fees and expenses under this Agreement exclusive of any applicable taxes. The Consultant will notify the City if the value of the work is to exceed the fees and will not proceed further until the City approves, in writing, the overage.

2. FEES:

Consultant Fees are in accordance with the attached Consultant proposal dated _____.

3. EXPENSES:

All expenses not included in the attached proposal must be pre-approved by the City's designated project manager.

4. STATEMENTS OF ACCOUNT:

Invoicing:

In order to obtain payment of any fees under this Agreement the Consultant must deliver to the City on a monthly basis, a written invoice in a form satisfactory to the City containing:

- (a) services rendered from and including the 1st day of a month to and including the last day of that month;
- (b) the Consultant's legal name and address;
- (c) the date of the statement, and the Billing Period to which the statement pertains;
- (d) the Consultant's calculation of all fees claimed for that Billing Period, including a declaration by the Consultant of all hours worked during the Billing Period.
- (e) the City of Nanaimo Purchase Order Number.
- (f) the Consultant's calculation of any applicable taxes payable by the City in relation to the Services for the Billing Period;
- (g) any other billing information reasonably requested by the City.

5. INVOICES AND PAYMENTS DUE:

Invoices: Invoices must be sent to the City's Accounts Payable Department at the following email address; finance.division@nanaimo.ca and should include as a minimum:

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

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

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

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

Payments Due: Within 30 days of the City's receipt of the Consultant's written statement of account delivered in accordance with this Schedule, the City must pay the Consultant the fees (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule.

6. INSURANCE

The Consultant shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Agreement term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Nanaimo. The policy shall include The City of Nanaimo as an additional insured in respect of all operations performed by or on behalf of the Consultant.

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

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

Professional Liability Insurance (Errors and Omissions) OR Technology Errors and Omissions coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.

All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

If the insurance policy(ies) expire before the end of the term of the Agreement, the Consultant must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

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

The Consultant shall place and maintain, or cause any of its Sub-Consultants to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

7. BUSINESS LICENSE

Consultants performing work for the City of Nanaimo must acquire and maintain a City of Nanaimo Business License or Inter-Community Business Licensee for the duration of the Agreement term for the duration of this agreement.

Schedule C - Consultant Proposal

for

from

Consultant Proposal:

() Pages



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Attachment B - Privacy Protection Schedule

Privacy Protection Schedule

BETWEEN:

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

AND:

xxx
xxx
xxx
xxx
(the "Contractor")

Definitions

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

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the City to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

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

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

Privacy Training

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

9. Within 5 Business Days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
10. When issuing a written direction under section 9, the City must advise the Contractor of the date the correction request to which the direction relates was received by the City in order that the Contractor may comply with section 11.
11. Within 5 Business Days of correcting or annotating any personal information under section 9, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the City, the Contractor disclosed the information being corrected or annotated.

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

17. Unless the City otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the City if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
18. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

21. In addition to any other rights of inspection the City may have under the Agreement or under statute, the City may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor’s management of personal information or the Contractor’s compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

- 27. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 28. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 29. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 30. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
- 31. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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

For the Contractor:

Full Name of Company

Authorized Signing Officer Signature

Print Name

Position/Title

Date

Authorized Signing Officer Signature

Print Name

Position/Title

Date

For the City:

City of Nanaimo

Full Name of Company

Authorized Signing Officer Signature

Print Name

Position/Title

Date

Authorized Signing Officer Signature

Print Name

Position/Title

Date

Electronic Document and Records Management System (EDRMS)
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Proposal Checklist

Submission

Other than inserting the information requested on the Submission forms set out in the RFP, a Proponent may not make any changes to any of the forms.

Documents to be included with RFP Submission:

- Appendix A – Proponent’s Submission Form
- Appendix B – Mandatory Technical Requirements
- Appendix C – Proposal for Evaluated Criteria
- Appendix D – Exceptions to the Consulting Agreement
- Appendix E – Proposed Agreement for Licensing/Subscription, On-going Support and Maintenance
- Appendix F – Pricing Forms

Requested Documents:

The maximum upload file size is 100 MB per file.

Appendix A - Proponent's Submission Form

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

1.	Full Legal Proponent Name	
2.	Any other relevant name under which the Proponent carries on business	
3.	Street Address	
4.	City, Province/State	
5.	Postal/ZIP Code	
6.	Office Phone #	
7.	Proponent Website	
8.	RFP Contact Person	
9.	RFP Contact Person Title	
10.	RFP Contact Person Phone#	
11.	RFP Contact Person Email	

1. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the 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 Purchaser and the Successful Proponent have executed a written Agreement.

2. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents, and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The Proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Pricing Form.

3. Non-binding Price Estimates

The Proponent has submitted its prices in accordance with the instructions in the RFP and in the Pricing Form set out in Appendix F. The Proponent confirms that the pricing information provided is, to the best of its knowledge, accurate. The Proponent acknowledges that any inaccurate,



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misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Submission or its eligibility for future work.

4. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means:

- .1 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 Purchaser 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
- .2 in relation to the performance of its contractual obligations contemplated in the Agreement 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.

Each Purchaser requires all Proponents to declare any actual or potential Conflict of Interest as described above.

Proponents are to include a statement in their Proposal indicating whether or not the Proponent or any individuals proposed to work on the Agreement has a possible conflict of interest, and, if so, the nature of that conflict. Each Purchaser reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be developed by the awarded Proponent. The Purchaser’s determination regarding any questions of conflict of interest shall be final.



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5. 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, including the Freedom of Information and Protection of Privacy Act, 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 Purchaser to the Purchaser's advisers.

Proponent: _____ **Date** _____

Signature: _____

All forms that require a signature must be signed by a person authorized to legally bind the Proponent to statements made in response to this RFP.

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Appendix B - Mandatory Technical Requirements

The EDRMS Response Matrix spreadsheet includes the Mandatory Technical Requirements that are also repeated below. Complete and submit Appendix C1 - EDRMS Response Matrix spreadsheet describing how the proposed solution meets the Mandatory Technical Requirements, complete and include Appendix B in your submission as a summary.

Requirement	Software Solution Complies Yes/No
Works with Firefox, Chrome and HTML5-compatible browsers (some instances running these browsers, not a standard but possible)	
Ability to audit user activity or document changes (e.g., metadata changed by whom and when, user last logged on)	
Ability to support block numeric, hierarchical records classification system and retention schedules (e.g., LGMA records classification system and retention schedule or BC Government ARCS/ORCS)	
Generate a certification of destruction or a digital equivalent (i.e., Unalterable audit trail) after destruction of case files	
Allow retention schedule changes to be batch updated on applicable records and containers	
Allow users to search records or record containers by one or more metadata elements	
Ability to access metadata from structured records (i.e. dates, author)	
Must have workflow capability	
Ability to capture standard email metadata (i.e. From, To, Subject, Received Date, Cc, Bcc)	
Allow administrators to limit access to records (or records aggregations or containers) to specific groups or users	
Allow administrators to apply and remove Holds to prevent disposition of records or containers	

Proposals satisfying the requirements of the Mandatory Technical Requirements will proceed to the next phase, Evaluation of Rated Criteria.

Proponent name

Representative signature

Appendix C - Evaluated Criteria

Proposal Content

The entire content of the Proposal should be submitted in a fixed form. Content of websites or other external documents referred to in the Proposal will not be considered to form part of the Proposal and as such, will not be evaluated.

4.8.1 Proponent Profile and Corporate Strength

- a. Provide an introduction to the Proponent and include the number of years in business under the Proponent's corporate or business name, and the Proponent's primary business.
- b. Describe the capability and experience to deliver the proposed EDRMS solution.
- c. Describe any Key Performance Indicators (KPIs) the Proponent currently uses to gauge success and provide examples.
- d. The Purchaser may conduct credit and reference checks as part of the evaluation process, and may request additional financial information from any Proponent, at the Purchaser's sole discretion.

4.8.2 Proposed Project Team and Experience

- a. Identify the proposed team lead and any additional key team members who would work directly with the Purchaser. Highlight the relevant qualifications and experience of each.
- b. Indicate if the references provided below in 4.8.3.g will suffice for the individual or provide three (3) additional references where the individual has successfully delivered an EDRMS solution to organizations similar to that of the Purchaser. References may be contacted and their response may be used to form part of the evaluation score.
- c. Include the timeline of availability to take on the Work and the level of effort from each team member.

4.8.3 Proposed Solution

- a. Identify the proposed EDRMS System.
- b. Complete and submit Appendix C1 - EDRMS Response Matrix spreadsheet.
- c. Clearly describe whether the System is hosted (cloud-based) or installed on premise, on the Purchaser's local IT infrastructure.

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- d. Indicate if Purchaser resources are required and describe the Purchaser's responsibilities that would contribute to the successful implementation of the proposed solution.
- e. Indicate if the Purchaser owns all the data that is collected by your System and is there a mechanism to retrieve all the data.
- f. Indicate if any features are not available with the current version and if those features will be in the next release or future releases. Also, identify all features that will require customization by the Proponent.
- g. Provide up to three projects of similar or greater magnitude that have been successfully completed within the past three (3) years. Include a reference for each project including name and contact information. References may be contacted and their response may be used to form part of the evaluation score.

4.8.4 Approach/Methodology/Implementation Plan/Risk Management

- a. Describe the implementation process for Phase 1 and indicate the anticipated timeline for completion. Provide a generic but complete project implementation plan that reflects all principles of your project implementation methodology.
- b. Provide a detailed plan for the services that will be provided during the Discovery Phase.
- c. Describe the level of effort that would be put forward during the Discovery Phase.
- d. Describe the level of effort required from the Purchaser during the Discovery Phase.
- e. Describe the level of effort required for future engagements.
- f. Describe any implementation challenges you faced in your past projects and how you solved them.
- g. Describe an experience working with a Canadian local government or equivalent. What challenges did you encounter that were specific to that experience?
- h. Define and describe the expected Deliverables and how they will be measured to ensure performance and quality assurance.
- i. List potential project risks, and how the risks will be managed including potential risks identified by the Purchaser.

4.8.5 Training /Support Services

- a. Provide a training plan for Purchaser staff.
- b. Describe how you provide support 24 hours x 7 day per week x 365 days per year.
- c. Describe your process for a Purchaser to log a service ticket for your System and provide the standard turnaround time for a response.
- d. Describe your process for dealing with software patches and updates.

4.8.6 Agreement

- a. The Purchaser's standard Consultant Service Agreement is included for information and review in Attachment A. Complete Appendix D and provide any proposed change to the Agreement for review. Any proposed change is subject to Purchaser approval and may not be accepted in whole or in part.
- b. Provide a copy of any Licensing/Subscription Agreement, Software Licensing Agreement, On-going Support, Maintenance Agreement or other that the Purchaser would be expected to sign and label as Appendix E.

4.8.7 Pricing

- a. Complete and submit Appendix F.
- b. If your System is module-based, all modules required in order for the System to operate as outlined in the spreadsheet are to be included in the quoted price.
- c. Licensing can be priced as site licenses, named licenses or concurrent licenses, but must be clearly described and unit costs broken out. Given that the exact numbers of staff for each licensing type may change with rollout of the project, a fixed unit cost for named or concurrent licenses would be used to determine the exact cost as each department is rolled out.



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Appendix C1 - EDRMS Response Matrix Spreadsheet (also published under separate cover)

Blue highlighting indicates which functions are a Pass/Fail requirement												
Functionality	Standard	Add-on	3rd Party	Custom Modification	Not Available	Notes						
Applies to All Capabilities												
Works with Firefox, Chrome and HTML5-compatible browsers												
Mature tools or proven tools, with several implementations (public preferably, and other industries)												
Capability of Single Sign On (SSO) using Active Directory												
Certified Microsoft Sharepoint Add-On												
Integrate with Sharepoint 2010 and 2016 on-premise and future versions of Sharepoint (either on-premise or off-premise)												
Integration with SharePoint Online and Office 365 (i.e. must allow for virtual hosting and Cloud IaaS hosting environments)												
Integration with financial applications Tempest and SAP												
Mobile client interface (i.e. Apple Devices, Blackberry, Android, etc.) for accessing, editing and saving records through mobile devices												
Interface configuration for users without resorting to software customization												
Ability to change field names/headings to conform with Nanaimo terms												
Integration with ARCGIS												
Document Management (DM)												
Ability to audit user activity or document changes (e.g., metadata changed by whom and when, user last logged on)												
Support for multiple document types, including less common types such as Visio, Project, to be stored, managed and accessed by multiple users, up to 600 users with room for												
Allows access from Microsoft Office Applications (for saving and opening documents)												
Allow for versioning to be applied to the documents in the document repository												
Ability to use mime-type associated viewing on the Desktop (e.g. Adobe PDF, MS Office, Outlook, other common files)												
Allow Adobe Acrobat and Reader to edit PDF documents without forcing users to save a copy to local drive												
Allow for integration with MS Office and MS Outlook to permit direct Document Management features (e.g. Checkout/Checkin, Search)												
Allow for Required metadata, optional metadata, choice list definition and type definition (e.g. numerical, string/alphanumeric, size)												
Allow for bulk ingestion or multiple file upload using drag-and-drop or CSV / spreadsheet tagged load												
Have the ability to provide reports (e.g. number of documents uploaded or created in a year)												
Support definition of several Search Templates with access control using user IDs or groups												
Have the ability to handle over 10 TB of content												
Have the ability to store and display images, audio and video files (e.g. JPEG / JPG, TIF/TIFF, PNG, GIF, MP4, MP3)												
Provide users with the option to browse containers as folders and sub-folders in a manner similar to current shared drives (i.e., Windows Explorer)												
Allow for high availability and disaster recovery architecture												
The platform must have an API, using common or non-proprietary language (e.g. Java, .NET), to allow for integration with other LDB systems												
Allow administrators to allocate and manage access for specified periods of time												
Provide data importing tools with metadata support												
The solution should allow for integration with scanning software (i.e., Xerox Scan Flow, eCopy ShareScan)												
Integrate with scanning software												
Distribute email notifications with link to document or with document as attachment												
Provide searches which reveal both physical and electronic containers												
Manage the processes associated with box storage, location transfers and space planning												
Ability to auto-delete specified groups of records (e.g., drafts of finalized records and convenience copies of records)												

Records Management (RM)									
Ability to support block numeric, hierarchical records classification system and retention schedules (e.g., LGMA classification system or BC Gov ARCS/ORCS)									
Generate a certification of destruction or a digital equivalent (i.e. Unalterable audit trail) after destruction of case files									
Allow retention schedule changes to be batch updated on applicable records and containers									
Allow users to search records or record containers by one or more metadata elements									
Ability to access metadata from structured records (i.e. dates, author)									
Support the importing, exporting, or copying of all or parts of a records classification system, at configuration time or at other time. (i.e. from a CSV or XML file)									
Allow for configuration of records classification system elements, such as scope notes or description, title, primary and secondary classifications, and retention and disposition relationships.									
Ability, where appropriate, to automatically classify newly added documents to the repository									
Ability to automatically gather and synchronize metadata from User Profile Information in Active Directory									
Prevent deletion of documents by end-users									
Automatically calculate retention to the record after cut-off based on its assigned record classification									
Provide Record Cut-off Triggers based on events like, including but not limited to, Fiscal Year End, Supersede and Obsolete									
Support the creation of case files with standardized sub-folders through the use of templates									
Allow for configuration of case file templates to specify metadata elements (i.e. Case number), access rights and retention rules									
Allow for the opening and closing of case files by users who have a ``case worker`` role									
Allow for an aggregated view of case files where documents within the case are distributed across locations									
Provide a way to configure or set the cut-off date for legacy records.									
Support disposition such as, but not limited to, Review, Transfer and Destroy									
Allow administrators to review and approve records (in bulk) prior to disposition									
Generate a transcript for each successful or failed disposition activity conducted									
Track all successful and failed changes to records, containers, retention classifications and disposition schedules, enabling reporting by administrator									
Allow for records classification system to affect records retroactively and prospectively									
Ability to reassign records to different classification									
Dashboard for records management functions, such as managing the records classification system, classification rules, and disposition review									
Ability to define and configure reports for, including but not limited to, case files due for disposition, case files destroyed, case files on hold, case files transferred, case files with									
Allows administrators to provision users`access to selected reports									
Allow for browsing of records through the records classification system structure									
Allow for searching of records through the records classification system structure									
Allow users to search records by key word where documents are full text indexed									
Allow users to conduct advanced record or record container searching allowing use of boolean operators									
Allow for required metadata, optional metadata, choice list definition and type definition (e.g. numerical, string/alphanumeric, size)									
Ability to integrate with Active Directory and provide record and content access using domain IDs and Groups									
Ability to manage physical file folders stored onsite or offsite at a third party records storage facility									
Meet ISO 15489:2016-Information and Documentation - Records Management, CGSB 72.34 2017 Electronic Records as Documentary Evidence and CGSB 72-11-93 Microfilm and Electronic Images as Documentary Evidence Standards									
Provide classification assistance to users including some or all of the following: a) making subsets or the records classification system accessible to users, b) suggesting recently used records classification system categories, c)suggesting records classification system categories based on record metadata or content									
Allow for emails to be indexed immediately									
Allow for metadata to be extracted (OCR) from scanned paper documents									
Capability to support document archival from NTFS File Shares									
Ability to create and print record labels for folders and boxes									
Support Recycle Bin functionality, with a configurable retention									

Workflow Capabilities							
Must have a workflow capability							
Create workflow templates							
Attach existing documents to workflow process							
Document restricted during review and approval process							
Manage and assign approvals from one or many users							
Assignment and re-assignment of responsible staff							
Workflow can be postponed and restarted at a later date							
Ability to track workflow progress - audit trail created							
Support for ad hoc and rules-based workflows							
Workflow processes triggered directly from applications							
Parallel processing and decision points							
Digital signature utility							
Workflow integration with other systems							
Sharepoint workflow integration							
Capability to support document archival from SharePoint 2010 or later							
Capability to search archived documents in the Document Repository from within SharePoint							
Ability to capture some or certain SharePoint metadata, as identified by business configuration. (i.e. from System Metadata, Content Types, Custom Columns, etc.)							
Support							
Provide support for the EDRMS tool							
Provide test environment for user performance evaluation							
Email Management							
Ability to capture standard email metadata (i.e. From, To, Subject, Received Date, Sent Date, Cc, Bcc)							
Capability to support Email, Calendar, and Task List archival from MS Outlook or MS Exchange 2010 or later							
Allow for Required metadata, optional metadata, choice list definition and type definition (e.g. numerical, string/alphanumeric, size)							
Ability to capture user defined or custom metadata, provided by user or available in MS Outlook							
Security and Permissions							
Ability to audit user activity or document changes (e.g. metadata changed by whom and when, user last logged on)							
Allow administrators to limit access to records (or records aggregations or containers) to specific groups or users							
Allow administrators to apply and remove Holds to prevent disposition of records or containers							
Support for administrator roles with a distinct set of permissions for records management staff, IT staff and departmental administrators							
Allow administrators to limit access to metadata viewing, creation and maintenance to specific groups or users							
Ability to define document sensitivity for control or filtering (e.g. Secret, Confidential, Public, Personal)							



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Appendix D - Exceptions to the Purchaser's Consulting Agreement

Complete the following table as applicable

Agreement Clause #	Proposed Change	Comments

Any proposed change is subject to Purchaser approval and may not be accepted in whole or in part.



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Appendix E - Proposed Agreement for Licensing/Subscription, Ongoing Support and Maintenance

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

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

Table B Subscription Pricing Table

Software Component Subscription	Annual Subscription					Component Total for Five (5) Years
	Year 1	Year 2	Year 3	Year 4	Year 5	
Total Price for Software for 5 Years for Table A Option						
						TOTAL Table B

Table C Licensing Pricing Table

Software Component License	License Price	Annual Licensing					Component Total for Five (5) Years
		Year 1	Year 2	Year 3	Year 4	Year 5	
Total Price for Software for 5 Years for Table A Option							
						TOTAL Table C	

For Tables B and/or C include Ongoing Support, and Maintenance costs for the first five years.

Table E – Pricing Summary – City of Nanaimo

Description	Total
Total Discovery Phase – Requirements Finalization (Table A)	
Total Component Price for Software Solution (Table B or C) for 5 years	
Implementation – Phase 1 (Table D1)	
Implementation – Phase 2 (Table D2)	
	SUB TOTAL
	PST (7%)
	GST (5%)
	TOTAL Table E

Proponent name

Representative signature

**Electronic Document and Records Management System (EDRMS)
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Complete Software Pricing Table B or C that best fits the proposed software solution. Licensing can be priced as site licenses, named licenses or concurrent licenses, but must be clearly described and unit costs broken out. Given that the exact numbers of staff for each licensing type may change with rollout of the project, a fixed unit cost for named or concurrent licenses would be used to determine the exact cost as each department is rolled out.

Table B Subscription Pricing Table

Software Component Subscription	Annual Subscription					Component Total for Five (5) Years
	Year 1	Year 2	Year 3	Year 4	Year 5	
Total Price for Software for 5 Years for Table A Option						
						TOTAL Table B

Table C Licensing Pricing Table

Software Component License	License Price	Annual Licensing					Component Total for Five (5) Years
		Year 1	Year 2	Year 3	Year 4	Year 5	
Total Price for Software for 5 Years for Table A Option							
						TOTAL Table C	

For Tables B and/or C include Ongoing Support, and Maintenance costs for the first five years.

Table E – Pricing Summary – Regional District of Nanaimo

Description	Total
Total Discovery Phase – Requirements Finalization (Table A)	
Total Component Price for Software Solution (Table B or C) for 5 years	
Implementation – Phase 1 (Table D1)	
Implementation – Phase 2 (Table D2)	
SUB TOTAL	
PST (7%)	
GST (5%)	
TOTAL Table E	

Proponent name

Representative signature