Contract 3774P

Emergency Notification System Implementation Manager

1. Introduction

The City of Richmond ("City") proposes to engage the services of a consultant to oversee and manage the implementation of an emergency notification system ("ENS").

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

Three (3) copies of proposals marked "Emergency Notification System Implementation Manager - Contract 3774P" addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 2:00pm, Local Time, on Thursday October 29, 2009. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond's Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating

in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

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3. Enquiries

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Kerry Lynne Gillis Telephone: 604-276-4135

Buyer II - Contracting Specialist E-mail: purchasing@richmond.ca

Purchasing Section City of Richmond

3.2 Technical clarification shall be directed to:

Technical

Deborah Procter Telephone: 604-244-1211

Manager, Emergency Programs E-mail: <u>dprocter@richmond.ca</u>

Emergency Programs City of Richmond

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4. Negotiations

- 4.1 The award of the contract is subject to negotiations with the lead proponent including, but not limited to, the following:
 - a) Changes or work refinements in the service requirements or scope of work proposed by the proponent.
 - b) Price if directly related to a change or refinement in the proposed scope of work proposed by the proponent.
 - c) Specific Contract details as deemed reasonable for negotiation by the City of Richmond.
- 4.2 If a written contract cannot be negotiated within 60 days of notification to the lead proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead proponent and either enter into negotiations with the next qualified proponent or cancel the RFP process and not enter into a contract with anyone.

4.3 If it appears to the City, in the City's sole opinion, that the agreement may not be executed by the successful proponent, the City may, at its sole discretion and without liability, immediately terminate all further negotiations and attempts to finalize the agreement with the successful proponent and select another proponent.

5. Project Background

The City of Richmond (the "City") has awarded a contract to Avtex Solutions LLC (the "Contractor") for the supply and installation of an Emergency Notification System that will be used to notify members of the public, City staff and other individuals in the event of an emergency or other situation requiring rapid dissemination of information.

The City recognizes that the public has high expectations of government at all levels to respond quickly to emergencies and to rapidly provide information regarding emergencies to the public and emergency responders.

As a result, in late 2009 and throughout 2010, the City plans to implement a Emergency Notification System that will be used to notify members of the public, City staff and other individuals in the event of an emergency or other situation requiring rapid dissemination of information.

Various stakeholder groups involved in emergency management and response within the City, including the City's Public Works Division, Corporate Communications and Emergency Management Office, the Royal Canadian Mounted Police ("RCMP"), Richmond Fire Rescue ("RFR"), British Columbia Ambulance Service and Richmond Health Services have identified the uses and needs for an ENS.

The primary applications for which the City will use an Emergency Notification System are:

Public Notification – enabling the rapid dissemination of information to the public, City staff and others regarding emergency evacuations, flooding, boil water advisories, toxic gas release, road closures, etc.;

Blockwatch – notifying residents and businesses of crime patterns and other issues as they relate to specified areas within the City; and

Internal Notification – supporting staff call-out procedures and enabling the mobilization of emergency response personnel, Emergency Operations Centre staff and emergency volunteers.

In addition, the ENS will be central to the City's plans to notify and alert the public in the event of a localized emergency or disaster within the City. However, the Emergency Notification System will be augmented by other methods used by other levels of

Request for Proposal Emergency Notification System Implementation Manager

government (e.g. broadcast media) to alert the public in certain types of emergency scenarios.

The system will be integrated with a Nortel CS-1000E PBX system, and an ESRI GIS system (*ArcGIS* 9.1 and *MapObjects* 3.2).

6. Project Scope

Consultant Duties

The City requires the services of a consultant to act as the project manager for the implementation of the ENS. The successful proponent's duties will include, but not be limited to:

- a) Overseeing the implementation of the Emergency Notification System and databases of contact information.
- b) Liaising with and coordinating the participation of stakeholder groups (Emergency Programs, Information Technology, Richmond Fire Rescue, RCMP, Blockwatch, and others) and the Contractor on system implementation.
- c) Training staff and key community contacts in the administration and use of the system and maintaining links with key partner organizations (such as the stakeholders listed) utilizing the system.
- d) Monitoring and reporting progress to the City on project implementation with system implementation plan.
- e) Leading a team of stakeholders through the system test and acceptance plan and process.
- f) Identifying any shortfall of the Contractor's deliverables and monitor the remedies.

Goals/Objectives

The following are the City's goals, which the successful proponent is expected to meet:

- a) A successful system implementation which will have all stakeholders engaged and contributing to the look and operation of the ENS.
- b) The ENS implementation and system testing and acceptance plans will be agreed upon by the stakeholders and the contractor and the successful proponent will ensure that contractor meets project targets.
- c) Fully trained staff team that can administer and use the system independently and successfully.

7. City Provided Items

The City will provide the following materials to the Successful Proponent:

- a) Proposal from the Contractor.
- b) System implementation plan.
- c) System test and acceptance plan.
- d) Contract, including statement of work, between the City and The Contractor.

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8. Budget

A budget of \$50,000.00 in Canadian funds, including all applicable taxes, has been assigned to this project, including a final report and all associated costs.

9. Project Schedule

The project is to be completed by December 31, 2010, with work commencing as soon as possible in November 2009. The anticipated project deadlines, which are subject to change at the discretion of the City, are:

- a) February 1, 2010 Project Acceptance and completion Phase 1.
- b) July 1, 2010 Completion Phase 2.
- c) December 1, 2010 Completion Phase 3.
- d) December 31, 2010 Project Completion.

10. Deliverables

During the progress of the work, the Successful Proponent will submit to the City:

- a) Three (3) hard copies each of an implementation work plan and one (1) electronic copy in original software format (not PDF). This must be submitted to the City for approval, prior to implementation by the Successful Proponent;
- b) Two (2) copies each of a formal report on the results of the implementation program, including project wrap up observations and any statistics and one (1) electronic copy in original software format (not PDF) and
- c) All background, research and resource lists, and, if applicable, any relevant database in original software format (unless otherwise mutually agreed), minutes of meetings and workshop results, survey summaries and analyses, etc.

11. Proposal Submissions

All proponents are required to provide the following information with their submissions, and in the order that follows:

- a) A detailed listing of project management experience in a technological environment and in implementing complex software solutions, particularly ENS solutions.
- b) Team Composition a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.
- c) A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- d) A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project; this schedule must conform to the project deadlines provided in Section 9 of this RFP.
- e) A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- f) Provision of a priced methodology complete with a time allotment for each identified task proposed to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- g) A minimum of three (3) client references from projects of a similar size and scope.

12. Working Agreement

The Successful Proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto. A sample contract is included with this RFP for Proponent information.

Proponents may include their standard terms of engagement with their proposals.

13. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- a) Understanding of project objectives/outcomes and vision.
- b) Project Methodology.
- c) Team Composition Experience and Qualifications of those staff to be assigned to the project.
- d) Project Deliverables.
- e) Value for Money.
- f) References.
- g) Interview (if required).



Notice of No Bid

Note:

Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.

Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.

3774P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):							
	We do not manufacture/supply goods/services	the required		Cannot obtain raw madelivery requirements	terials/goods in time to meet		
	We do not manufacture/supply to stated specifications			Cannot meet delivery requirements			
	Specifications are not sufficiently defined			Cannot quote/tender a firm price at this time			
	Insufficient information to prepare quote/proposal/tender			Insufficient time to prepare quote/tender.			
	Quantity too small			We are unable to competitively quote/tender at this time.			
	Quantity too large			We do not have facilities to handle this requirement			
	Quantity beyond our production capacity			Licensing restrictions (please explain)			
	Cannot meet packaging requirements			Agreements with distributors/dealers do not permit us to sell directly.			
	Cannot handle due to present plant loading			Other reasons or additional comments (please explain below)			
I / We wish to quote / tender on similar goods / services in future Authorized Company Official – Signa			nature ai	nd Title	Date		
	Yes □ No						
This space for City of Richmond Comments			Fi	Firm Name			
			Ad	ldress			
			Ci	City			
			Pr	ovince	Postal Code		
			Te	Telephone Number			



This Agreement dated the � day of � 2009, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond 6911 No. 3 Road

Richmond, BC V6Y 2C1

(the "City")

And:

(the "Consultant")

Whereas:

- A. The City is **②** (the "Event or Project");
- B. The City requires a the Event or Project:
- C. The City issued a Request for Quotation **②** for the supply and delivery of **③**;
- D. The Consultant is willing and prepared to deliver **②**;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

- 2.2. The Consultant shall be responsible for the following as per Request for Proposal 3774P Emergency Notification System Implementation Manager and the Consultant's submission dated October 20, 2009.
 - a) Oversee the implementation of the Emergency Notification System and databases of contact information.
 - b) Liaise with and coordinate the participation of stakeholder groups (Emergency Programs, Information Technology, Richmond Fire Rescue, RCMP, Blockwatch, and others) and The Contractor on system implementation.

c) Train staff and key community contacts in the administration and use of the system and maintains links with key partner organizations utilizing the system.

- d) Monitor project implementation with system implementation plan.
- e) Lead a team of stakeholders through the system test and acceptance plan and process.
- f) Identifying any shortfall of deliverables and monitor the remedies.
- 2.3. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Compensation

- 2.4. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$\infty\$ plus GST per for the duration of the term of this agreement, but total amount of payments not to exceed \$\infty\$ plus GST.
- 2.5. Once per month, commencing no sooner than ②, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of the Implementation of the Emergency Notification System (the "Statement of Account").
- 2.6. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.7. The City shall endeavour to make payments to the Consultant within thirty (30) working days of receipt of the Consultant's Statement of Account.
- 2.8. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following performance targets:
 - a) Successful implementation of the Emergency Notification System and databases of contact information.
 - b) Ensure stakeholder groups (Emergency Programs, Information Technology, Richmond Fire Rescue, RCMP, Blockwatch, and others) concerns are addressed during implementation.
 - c) Completion of Train the Trainer program for administrators and users.
 - d) Train staff and key community contacts in the administration and use of the system.
 - e) Completion of system testing and acceptance process.

- f) Ensuring any shortfall of deliverables are addressed.
- 3.2. The Consultant agrees to comply with the following project deadlines:

e) February 1, 2010 Project Acceptance and completion Phase 1

f) July 1, 2010 Completion Phase 2

g) December 1, 2010 Completion Phase 3

h) December 31, 2010 Project Completion

3.3. The Consultant shall prepare a report to the City on a monthly basis indicating what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

6. Assignment And Subcontracting

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

b. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.

- g) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
- h) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- c. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- d. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- e. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- f. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Representation

9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the Manager, Emergency Programs.

10. Ownership of Products

10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

11. Confidentiality

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

12. Related Companies

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

13. Term

13.1. This agreement is valid for the period commencing ❖ and ending ❖ (the "Expiration Date"), or such later date as may be mutually agreed upon.

14. Termination

- 14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.
- 14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

15. Notices

13.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

16. Feminine/Masculine

16.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

17. General

- 17.1. This Agreement may be amended upon mutual agreement of the parties in writing.
- 17.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.
- 17.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

Consultant	City of Richmond	

The City and the Consultant Agree to these Terms the day and year first above written.



October 16th, 2009 File: 3774P **Business & Financial Services Department Finance Division**

Telephone: 604-276-4218 Fax: 604-276-4162

Attention: To All Proponents

Dear Sir/Madame:

Re: Request for Proposal 3774P: Emergency Notification System Implementation Consulting Services – Addendum 1

This addendum includes items of clarification, forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in preparation of your proposals:

Part I: Questions and Answers

Q.1 Section 6 states:

The City requires the services of a consultant to act as the project manager for the implementation of the ENS.

However, Section 11b requires the following information:

Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

Can you please clarify what role the project manager has and what role the team has in this project. Is the team to deliver project management services only? Is a single individual acceptable for the PM role?

- A.1 The City requires the services of a consultant to act as the project manager for the implementation of the ENS. Section 6 outlines the Project Scope, including *Consultant Duties* and *Goals and Objectives*. It is up to the consultant to determine whether a single individual or a team is required to deliver the project.
- Q.2 Can you clarify the budget amount, is that the budget for the Project Manager Resource or is that the budget for the project excluding the resource requested?
- A.2 The budget amount is for the consultant to act as project manager for the implementation of the project.
- Q.3 Do you expect this consultant to be full time?

- A.3 This consultant would not be required to work full time, however, would be required to meet the Project Schedule outlined in Section 9.
- Q.4 Is there any expectation from the City on the time commitment, in hours, for this Project Manager to be on-site or billing as a whole during the project?
- A.4 There is an expectation that the Project Manager will be present on-site for meetings, etc. Office space will not be provided. Please provide proposal for billing.
- Q.5 Are there any timelines, possibly broken out by Phases 1, 2 and 3, that the City expects the Project Manager to be committed?
- A.5 Phase 1 will be installation, training, and testing leading to the acceptance of the project. Implementation will be for the Blockwatch portion of the system. Phase 2 will be for implementation of numerous small groups of notifications for the City. Phase 3 will be the implementation for the residents and businesses in Richmond.
- Q.6 Is there currently a roadmap outlining deliverables for both the implementation (contractor-side) as well as training and other stakeholder engagements (the City's side)?
- A.6 More detailed deliverables for the contractor have not yet been developed. Stakeholders include Richmond Fire Rescue, RCMP, and City staff.

Part II: Clarifications and Deadline for Inquiries

- 1. Please be advised that the deadline for questions related to this Request for Proposal is <u>Friday</u>, <u>October 23</u>, <u>2009 at 12:00 noon</u>, <u>Local Time</u>. The City will not answer further questions received after this deadline. All questions must be sent to the City in writing to <u>purchasing@richmond.ca</u>
- 2. Please replace the title and introduction of the RFP as follows:

Current Title and Introduction:

Contract 3774P

Emergency Notification System Implementation Manager

3. Introduction

The City of Richmond ("City") proposes to engage the services of a consultant to oversee and manage the implementation of an emergency notification system ("ENS").

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

Replace With:

Contract 3774P

Emergency Notification System Implementation Consulting Services

1. Introduction

The City of Richmond ("City") proposes to engage the services of a consultant to oversee and coordinate the implementation of an emergency notification system ("ENS").

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

Yours truly,

Kerry Lynne Gillis

Buyer II - Contracting Specialist

KG:kg

pc: Deborah Procter, Manager, Emergency Programs

Deanna Selver, Coordinator, Emergency Social Services/Volunteer Management



October 23rd, 2009 File: 3774P **Business & Financial Services Department Finance Division**

Telephone: 604-276-4218 Fax: 604-276-4162

Attention: To All Proponents

Dear Sir/Madame:

Re: Request for Proposal 3774P: Notice of Cancellation

The City's implementation team has re-evaluated the scope of work for the Emergency Notification System Implementation Project and have determined that a consultant will no longer be required. As such, we are cancelling this Request For Proposal.

Our apologies for any inconvenience this has caused.

Yours truly,

Kerry Lynne Gillis

Ruver II - Contract

Buyer II - Contracting Specialist

KG:kg

pc: Deborah Procter, Manager, Emergency Programs

Deanna Selver, Coordinator, Emergency Social Services/Volunteer Management