

**Request for Proposal (RFP)
for
Enterprise Asset Management Software**

RFP NO.: 21-3212

DATE RFP ISSUED:
February 10, 2021

CLOSING DATE AND TIME:
March 18, 2021 before 2:00 P.M. (Local Time)

**Town of Blackfalds
Box 220
Blackfalds, AB
T0M 0J0**



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1.0 INTRODUCTION

This Request for Proposal (the “RFP”) is an invitation by the Town of Blackfalds (the “Town”) to experienced and qualified Asset Management vendors to submit **binding proposals** for the acquisition and implementation of an Enterprise Asset Management (EAM) software solution.

The base functionality of the EAM software system should allow the Town to maintain, support and improve business units across the organization by allowing users to leverage information and critical asset data for the general purposes of optimizing the useful life of assets in the most cost-effective way. The deterministic modeling of various asset life-cycle strategies, tracking and modelling condition and performance deterioration, establishment of KPI triggers, are key functionalities that would be required. Reporting outputs should allow for TCA reporting, and scenario modelling of asset profiles, to enhance and assist with capital and operational & maintenance budgetary decision-making.

2.0 BACKGROUND

Blackfalds is one of Canada’s youngest and fastest growing communities; with a population of approximately 12,000 in 2020. Ideally situated in Central Alberta, midway between Alberta’s two largest urban centres, Blackfalds retains the feel and security of a small-Town while being only a short drive from urban amenities of post-secondary education, regional scale shopping outlets and entertainment. Outstanding recreational opportunities, a robust and diversified economy and affordable land and housing are among the factors contributing to our thriving, successful, and dynamic community.

As the population of Blackfalds increases, the expectations of the community for businesses, products, and services also increase, resulting in the need for updated and current goals and strategies as well as long range capital and operating planning to address infrastructure planning and operating results.

The Town of Blackfalds is responsible for the operation, maintenance, and improvement of:

- 70.27 km of roadway.
- 69.88 km of sanitary pipeline network.
- 70.27 km of water pipeline network.
- 41.76 km of stormwater pipeline network.
- 40.12 km of trails.
- Approximately 8 Town-owned facilities.

3.0 DEFINITIONS

Throughout this Request for Proposal the following terminology will be used:

“Additional Services” means services requested by Town of Blackfalds not listed within this agreement.

“Application Programming Interface (API)” means a software intermediary to allow applications to interact with one another

“Business Day” means Monday to Friday, excluding holidays.

“Business Hours” means 8:30 a.m. to 4:30 p.m. MDT on Business Days.

“Close of Proposals” means 2:00 p.m. MDT on March 18, 2021.

“Contract” means the written agreement between the successful Vendor and the Municipality to provide Enterprise Asset Management Software contemplated by this RFP.

“Council” means Council of the Town of Blackfalds.

“Enterprise Asset Management Software (EAM)” the management of the maintenance of physical assets across the scope of an organization.

“Evaluation Team” means the individuals who will evaluate the Proposals on behalf of the Town.

“Geographic Information System (GIS)” is a spatial database that manages geographical data.

“Key Performance Indicator (KPI)” is a measurable performance value of a particular activity.

“Town” means the Town of Blackfalds.

“Municipal Government Act” means the Municipal Government Act, RSA 2000, c M-26 and its relevant regulations as amended from time to time.

“Must”, “mandatory”, “required”, “shall” means a requirement that must be met in substantially unaltered form in order for the Proposal to receive consideration.

“OHS” means Occupational Health and Safety.

“Optional” means a requirement not considered essential, but for which preference may be given.

“Partners” means Town of Blackfalds.

“Proponent” means a party signing and delivery of the Proposal documents to the Town.

“**Proposal**” means an offer by the Vendor to perform the Services in accordance with the Contract Documents and for the proposal price.

“**Request for Proposal (RFP)**” means the solicitation for the Enterprise Asset Management Software.

“**Services**” means the functions, duties, tasks and responsibilities to be provided by the Vendor as described in this RFP.

“**Should**”, “**desirable**” means a requirement having a significant degree of importance to the objectives of this RFP.

“**Vendor**” means an organization or a Consortium responding to this RFP with a proposal.

4.0 OPPORTUNITY

The Town of Blackfalds desires to enter into a professional contract with an Asset Management professional consultant to provide an Enterprise Asset Management (EAM) software solution hosted by the Proponent. The successful applicant will enter into a written contract with the Town of Blackfalds as prepared by the Town of Blackfalds. Should negotiations with the successful applicant be discontinued, the Town of Blackfalds reserves the right to open discussions with other applicants.

5.0 OBJECTIVE

The primary objective of this Request for Proposal (the “RFP”) is an invitation by the Town of Blackfalds (the “Town”) to submit **binding proposals** for the procurement of an EAM software solution.

6.0 GENERAL INSTRUCTIONS TO BIDDERS

Proposals specifically marked:

“Blackfalds Municipal Enterprise Asset Management Software Proposal”

shall be received by the following:

Mrs. Laura Thevenaz
Town of Blackfalds Civic / Cultural Centre
5018 Waghorn Street, Box 220
Blackfalds, AB T0M 0J0

Email submissions - Due to COVID-19, email submissions to Laura Thevenaz, lthevenaz@blackfalds.com will be permitted.

Proposals shall include the following information:

- 6.1** Faxed Proposals will not be considered. Late submissions will not be considered.
- 6.2** The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the Town under this RFP by signing the Signature Sheet (see Page 25). Responses submitted that do not include a signed Signature Sheet will not be considered.
- 6.3** The main point of contact and communications regarding this RFP should be sent to the Infrastructure Services Manager – Laura Thevenaz – lthevenaz@blackfalds.com
- 6.4** The Town will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Town’s contact above in writing with a request for the Town to issue a written addenda.
- 6.5** Each Proponent must make full disclosure of any personal or business relationships with any member of Town Council, any Executive Officer, or any Town staff member. Disclosure, if any, must be made in writing and accompany the Proponent’s response.
- 6.6** The law applicable to this RFP is the law in force in the Province of Alberta.
- 6.7** All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.

- 6.8 Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the Town be responsible for these costs.

7.0 PROPOSAL REQUIRED INFORMATION

- 7.1 The proposal, excluding the cover sheet shall be in English, no more than 20 single sided 8.5x11 inch pages, single spaced using font size 10 or larger font. A maximum of 2 of the 20 pages can be 11x17 if required. The appendix shall include relevant resumes, awards, letters of reference, past projects or other supplementary information pertaining to the proposal. Appendixes shall be no more than 30 single sided 8.5x11 inch pages single spaced, using font size 10 or larger.
- 7.2 The proposal shall highlight the primary contact and must also include a secondary contact for your company.
- 7.3 Proposals must include completed Appendix "A" and "B".

8.0 PROPOSAL PRICES

- 8.1 All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.
- 8.2 Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated. When suggesting subscription costs the Proponent will describe the costs as related to present associated industry rates.
- 8.3 Goods and Services Tax (GST) shall not be included in quoted prices.
- 8.4 Unless specified otherwise by the Proponent, the Town will assume the Proposal to be firm for acceptance within 90 days of Proposal closing.
- 8.5 The costs and work description shall be written in common language with descriptions manageable to a lay person.

9.0 DELIVERABLES

- 9.1 Time shall be of the essence to complete the package of services by the successful Proponent and no extension of time given on any occasion will be deemed to be a general waiver of this condition.
- 9.2 The Proponent is expected to use all reasonable undertakings to make delivery at the time specified in the RFP or otherwise stated. If for any reason delivery is delayed, the Proponent shall be responsible for any loss or damage sustained by the Purchaser or any third party by reason of such delay, unless prior written consent from the Purchaser is given accepting delay.

10.0 GENERAL

- 10.1** The Town may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or Municipal licensing regulations or bylaws or other requirements.
- 10.2** The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, the Town, or any other authority to enable the Proponent to do all things necessary to perform the Contract.
- 10.3** Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- 10.4** Any references in the RFP to statutes or regulations or to any Town bylaws are deemed to include the most recent amendments thereto or replacements thereof.
- 10.5** The successful Proponent hereafter shall be referred to as the “Consultant” as the context requires.

11.0 COMMITMENT AND LIMITATION OF LIABILITY

- 11.1** Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the Town.
- 11.2** In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 11.3** In no circumstances will a Proponent be permitted to limit their liability to an amount less than TWO MILLION (\$2,000,000.00) dollars.
- 11.4** In no circumstances will a Proponent be entitled to special damages.

The selected Proponent will carry a comprehensive general liability policy with a minimum limit of TWO MILLION (\$2,000,000.00) including products and completed operations and non-owned automobile liability to the same limits.

12.0 PROJECT SCHEDULE

Key Points in RFP Process	Date
Issuing Date of RFP	Wednesday February 10, 2021
Registration Date Pre-bid Meeting	Monday, Feb 22, 2021 4:30 p.m. (Alberta Local Time)
Optional Pre-bid Meeting <i>Zoom Call</i>	Wednesday, Feb 24, 2021 from 10:00 a.m. to 11:00 p.m. (Local Time)
Deadlines for written questions	Friday, Feb 26, 2021 before 4:30 P.M. (Local Time)
Deadline for Issuing Addenda	Friday, March 5, before 4:30 P.M. (Local Time)
RFP Closing Date and Time	Thursday, March 18, 2021 before 2:00 P.M. (Local Time)
Project Award Date (Tentative)	Friday, April 16, 2021
Project Kick-off Meeting Date (Virtual meeting)	Thursday, April 26, 2021

13.0 PROPOSAL

13.1 ACCEPTANCE OR REJECTION

- 13.1.1 Any award will be subject to approval by Town Council.
- 13.1.2 A Proposal may be rejected on the basis of the Proponents' past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- 13.1.3 The Town reserves the exclusive right in its sole discretion:
- 13.1.4 To accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;

- 13.1.5 To accept the Proposal in part or in its entirety;
- 13.1.6 To accept a Proposal submitted as a partnership between 1 or more potential Proponents;
- 13.1.7 To reject all Proposals and to invite new Proposals for the services required;
- 13.1.8 To increase, decrease, delete, or vary any portion of the work;
- 13.1.9 To reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
- 13.1.10 To reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
- 13.1.11 To reject Proposals which have conditions attached, which are not authorized by the RFP; and
- 13.1.12 To reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

13.2 ASSIGNMENT OF CONTRACT

- 13.2.1 A Contractor shall not, without the prior written consent of the Town, which consent may be withheld at the sole discretion of the Town, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations, and benefits of the Contract. It shall; however, be a condition of any consent, if given, that the proposed assignee provide the Town with evidence satisfactory to the Town that the assignee can comply with the provisions of the Contract.

13.4 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 13.4.1 The Town acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The Town is, however, bound by the Freedom of Information and Protection of Privacy Act (Alberta) and all documents submitted to the Town will be subject to the provisions of this legislation.

13.5 PERFORMANCE AND EXCUSABLE DELAYS

- 13.5.1 The Proponent may be evaluated periodically throughout the course of work or at the end of the project as the case may be. The Town will work with the Proponent to set key milestones, which may have financial implications for not meeting certain

milestones. Any evaluations will be shared with the Proponent with the goal of immediate and permanent resolution of any problems and concerns.

- 13.5.2** The Town and the Proponent will acknowledge that delays in performance under the understanding such may arise due to events beyond their reasonable control. Such delays will be excusable, and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

13.6 ENVIRONMENTAL CONSIDERATIONS

- 13.6.1** Proponents are advised that the Town supports the purchase of products and services that will minimize any negative impact on the environment. The Town recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance. The Town will purchase environmentally preferred products or services whenever it is practical and can be obtained at a reasonable cost.

13.7 CLARIFICATION

- 13.7.1** The Town reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

13.8 NEGOTIATION

- 13.8.1** The Town reserves the right to negotiate the terms of any Proposal with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, the Town and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the Town may, in its discretion, contact other Proponents whose Proposals are considered by the Town suitable for the project and attempt to conclude a formal agreement with them.

13.9 RIGHT TO TERMINATE

- 13.9.1** Any of the following occurrences or acts will constitute an event of default by the Proponent under the RFP and any resulting contractual agreement:
- 13.9.2** Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the Town has given the Proponent notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the Town in its discretion may extend the time period for rectification or terminate the agreement;
- 13.9.3** An assignment for the benefit of creditors or becoming bankrupt or insolvent,

taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or

- 13.9.4** The appointment of a Receiver for the Proponent. In the event References are unsatisfactory, the Town will have the right to terminate the Contract immediately.
- 13.9.5** Notwithstanding anything contained herein, the Town may, at any time during the term of any Contract arising as a result of this RFP, upon giving 30 days' notice to the Proponent, terminate the Contract if the Town is of the opinion that the services supplied by the Proponent are not of a standard satisfactory to the Town or that the Proponent no longer has the financial capability to perform its obligations under the subsequent contract.
- 13.9.6** The Town in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the Contractor upon giving 7 days notice to the Contractor.

13.10 NO COLLUSION

- 13.10.1** Except as otherwise specified or as arising by reason of a provision of the RFP documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or Contract arising out of this RFP. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this RFP.
- 13.10.2** Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal.

13.11 CONFLICT OF INTEREST

- 13.11.1** By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Town or their immediate families which might in any way be seen by the Town to create a conflict.
- 13.11.2** Any issues which may be perceived as conflicts of interest must be identified. If the Proponent declares an actual or potential Conflict of, the Proponent must provide details of the actual or potential conflict of interest when submitting the Proposal.
- 13.11.3** If the Proponent does not identify an actual or potential conflict of interest when

submitting their Proposal, they will be deemed to declare that there was no conflict of interest in preparing its Proposal, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

13.12 EXECUTION OF FORMAL AGREEMENT

13.12.1 This RFP represents a definition of specific requirements only. It is not intended to be, nor should it be construed as, an offer to contract. The Town will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the Town. Only the execution of a written contract will obligate the Town in accordance with the terms and conditions of that contract.

13.12.2 If the Proponent's document is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within 60 days.

13.12.3 The complete RFP together with and subject to all the provisions contained therein, along with the Town's form of Contract, shall, when accepted and executed on behalf of the Owner, constitute a binding Contract between the Proponent and the Owner.

14.0 EVALUATION CRITERIA

14.1 The Town considers the following requirements of the package submission to be of primary importance in the evaluation of bids for this RFP. Weighting points will be allocated based on the Town's assessment of the submissions where exact numerical assessment (such as price) cannot be made. Only those requirements applicable to the bid and based on the submission will be considered. The intent is to acquire service that best meets the Town's overall requirements based on the anticipated total cost of project.

14.2 Proposals that do not meet the following mandatory requirements shall be disqualified without further consideration, subject to any rectification.

REQUIREMENTS/CRITERIA: (ALL SUBMISSIONS WILL BE SCORED ON THE FOLLOWING CRITERIA). MANDATORY CRITERIA:

14.2.1 Each submission must be received on or before the closing deadline and be consistent with Submitting Proposal Instructions outlined in this RFP.

14.2.2 Each submission must include a signed copy of the Submission Form completed in its entirety.

14.3 RATED REQUIREMENTS

Rated Criteria Category	Value	Score
Company Profile	5 %	
Project Management	15 %	
Software Functionality	30 %	
Training & Support	15 %	
Innovative and Valued Added Services	5 %	
References	5%	
Cost	25 %	
Total Value	100 %	

Please include the following information in sufficient detail in the Proposal submission in order for the rated requirements to be evaluated and scored. Ensure the following outline and numbering provided is used for ease of reference by evaluators:

- Letter of Transmittal (cover)
- 1. Executive Summary
- 2. Company Profile
- 3. Project Management
- 4. Software Functionality
- 5. Training & Support
- 6. References
- 7. Cost
- 8. Completed Appendix A & B
- 9. Signed Insurance Signature Form

15.0 PROPOSALS

Proposals are to provide the following in their submission:

15.1 EXECUTIVE SUMMARY

- 15.1.1 Provide a brief executive summary of the advantages of the proposed solution and how it will benefit the Town of Blackfalds.

15.2 COMPANY PROFILE (5%)

- 15.2.1 Provide an overview of company with the number of years the company has been in the business of providing a similar service to municipalities. Provide company overall vision and mission.

15.2.2 Provide the resumes and qualifications for key personnel that would be assigned to our account, including identification of the single point of contact at a managerial and operational level.

15.2.3 Additional information that would be useful for the Towns evaluation process.

15.3 PROJECT MANAGEMENT (15%)

15.3.1 Describe the project management strategy and methodology as well as providing an implementation plan schedule/timeline which adheres to the Towns timelines. This strategy and schedule should include but not be limited to the following.

- Project Planning Process
- Key dates and milestones
- Frequency of project meetings
- Status reporting
- Problem resolution

15.4 SOFTWARE FUNCTIONALITY (30%)

As part of the EAM software program requirements, the Town is seeking a solution that meets both its immediate needs, long term anticipated needs. See Appendix “A” for EAM software functionality requirements.

15.5 TRAINING & SUPPORT (15%)

15.5.1 Describe the training options and level of service that will be associated with each. For example, in-person (tentative), webinar, existing white papers.

15.5.2 Describe support options and level of service associated with each. For example, email, phone, live chat, in-person. At a minimum, support to be available Monday to Friday 7-5 MST. Describe service options available to the Town after these hours.

15.6 INNOVATIVE AND VALUE-ADDED SOLUTIONS (5%)

15.6.1 Proponents are encouraged to supply information on new and innovative modules and processes that they feel would be beneficial to the Town. The purpose of this evaluation component is to provide incentive in the evaluation process for innovative or value-added solutions that the Proponent proposes to bring to the Service.

15.7 REFERENCES (5%)

15.7.1 The Town requires a list of references that have implemented a similar software solution. At least three (3) references, complete with the person to contact, their

telephone number and email should be included with the Proposal.

15.7.2 It is the Proponents' responsibility to ensure the availability and appropriateness of individual reference contacts. The Town reserves the right to contact any current or previous clients not specifically listed as a reference.

15.7.3 The Town will not enter into a contract with any Proponent whose listed references, in the opinion of the Town, are found to be unsatisfactory.

15.8 COST PRICING (25%)

15.8.1 The Proposal shall include an itemized breakdown of charges for each service, module and/or product showing items such as project management, data migration and implementation, training, base software cost, annual support and maintenance. The proposal must identify the fee structure for the identified services over the entire life of the contract. The Town reserves the right to seek clarification on such information during the evaluation process.

15.8.2 All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.

15.8.3 Provide a fixed total annual price in Canadian dollars, exclusive of GST.

15.8.4 Pricing will include all costs necessary to complete the full scope of the software implementation. Provide annual costs after implementation. The Town will not be responsible for any additional costs or surcharges not identified.

16.0 NEGOTIATION

The Town of Blackfalds reserves the right to negotiate with any or all proponents including those proponents that have submitted a proposal that does not fully comply, either in material or non-material ways, with the RFP requirements.

16.1 EVALUATION PROCESS

16.1.1 Step 1 – Initial Review of Mandatory Requirements

16.1.1.1 Step 1 will consist of a review of all the mandatory requirements to determine which Proposals comply. Proposals that do not meet mandatory requirements shall be disqualified.

16.1.2 Step 2 – Rated Criteria Review

16.1.2.1 Step 2 will consist of a review of all compliant Proposals to determine the highest-ranking Proponent based on the rated criteria

(excluding cost pricing), as set out in the Table 1. References provided may be used to re-evaluate and validate the Proposal submission but will not be scored separately.

Table 1: Initial Rated Criteria Review

Rated Criteria Category	Value	Score
Company Profile	5 %	
Project Management	15 %	
Software Functionality	30 %	
Training & Support	15 %	
Innovative and Valued Added Services	5 %	
References	5 %	
Total Value	75 %	

16.1.3 Step 3 – Pricing Review

16.1.3.1 Step 3 will consist of a review of the Proposal Pricing for the top-ranked Proponents from Step 2 to determine the Pricing score.

Table 2: Cost Pricing Rated Criteria Review

Rated Criteria Category	Value	Score
Cost Pricing	25%	
Total Value	25%	

16.1.4 Step 4 – Total Points Review

16.1.4.1 Step 4 will consist of a review of the Total Point Score to determine the top-ranked Proponent based on the criteria set out below in Table 3:

Table 3: Total Rated Criteria Review

Rated Criteria Category	Value	Score
Company Profile	5%	
Project Management	15%	
Software Functionality	30%	
Training & Support	15%	
Innovative and Value-Added Services	5%	
References	5%	
Cost	25%	
Total Value	100%	

16.1.5 Step 5 – Selection

- 16.1.5.1** The top-ranked Proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the Town.
- 16.1.5.2** Evaluation scores and rankings are confidential and apart from identifying the top-ranked Proponent no details of the Proposal score or ranking of any Proponent will be released to any other Proponent.
- 16.1.5.3** Proponents should note that if the parties cannot execute a contract, the Town may invite the next-best-ranked Proponent to enter into negotiations. In accordance with the process rules of this RFP process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

16.2 EVALUATION TABLE

16.2.1 Requirements/Criteria shall be evaluated in accordance with the following table and the weights assigned to each criteria:

10	Excellent. Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good. Exceeds the requirements of the criterion in ways which are beneficial to our needs.
8	Good. Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to our needs.
7	Fully meets the requirements of the criterion.
6	Average. Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor. Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. Lacking in critical areas.
3	Poor to Very Poor
2	Very Poor. Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Very Poor to Unsatisfactory
0	Does not satisfy the requirements of the criterion in any manner.

16.3 CREDIT CHECKS

16.3.1 The Town reserves the right to request and receive financial information, credit checks, and performance securities from a Proponent or Contractor that will, in the Town's opinion, protect the Town's interests and/or demonstrate that the Proponent's or Contractor's business is financially sound. Failure to comply with such requests may result in a Proposal being rejected.

17.0 PERFORMANCE, ACTS AND REGULATIONS

17.1 ACTS & REGULATIONS

17.1.1 The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to meeting Contractor's obligations under a Contract, including, without limitation the following:

- Town of Blackfalds applicable bylaws

- Workers' Compensation Act
- Labour Relations Code
- Occupational Health and Safety Act
- Public Health Act
- Employment Standards Act
- Safety Codes Act
- Freedom of Information and Privacy Act

17.1.2 The Proponent as the Contractor shall abide by all rules and regulations adopted by the Town and communicated from time to time in writing to the Contractor during the term of Contract.

17.1.3 If the Contractor is of the opinion that the associated costs to the Contractor to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the Contractor may elect to terminate the contract in accordance with terms of, "Scope of Work" herein or to proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta or other Provinces as deemed applicable and determine the reasonableness and the amount of the associated costs which the Contractor should bear.

17.2 PERFORMANCE

17.2.1 The Town requires written confirmation by a Proponent respecting the Proponent's commitment and ability to comply with legislative requirements and industry standards. The Proposal must respond specifically to the following:

- Confirmation that the Proponent will follow all policies and procedures of the Town;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and,
- Confirmation of the Proponent's obligation to indemnify the Town for any losses, including fines or legal expenses, arising from health and safety liability.

17.3 INSURANCE REQUIREMENTS

17.3.1 The Proponent as the Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta or other Provinces as deemed applicable and in forms satisfactory to the Town the following insurance policies:

17.3.1.1 A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one

occurrence and such policy shall:

- Include the Town of Blackfalds as an additional insured
- Include a cross liability clause;
- Products and Completed Operations Endorsement;
- Non-owned Automobile Liability Endorsement to limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.

- 17.3.2** The said insurance policies shall include provision for the Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.
- 17.3.3** The Proponent as the Contractor shall provide documentary evidence in a form satisfactory to the Town of the above-mentioned insurance policy at inception of the Contract and at each renewal date thereafter or when requested by the Town.
- 17.3.4** The Proponent as the Contractor and not the Town shall be responsible for any deductible that may apply in any of the said insurance policies.
- 17.3.5** The insurance requirements detailed here are considered to be the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the Town.
- 17.3.6** All policies of insurance shall include as additional insured the Town of Blackfalds, its Officers, administrators, assigns, employees, agents and contractors. Such liability insurance shall contain a cross liability clause whereby the insured indemnifies each insured as if a separate policy had been issued to each. A certificate of insurance evidencing the Town of Blackfalds being added as an additional insured on their policy with 30 days notice of change or cancellation of insurance.
- 17.3.7** The Proponent covenants and agrees to indemnify and hold harmless the Town, its officials, officers, employees and agents from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work stipulated in the RFP or in the performance of the Contract.

17.4 SECURITY CLEARANCE

The purpose of this section is to ensure that ALL Contracted employees working on this project are free of Criminal Records and Convictions for offenses against Persons, or Property, for which they have not been pardoned. Authority to proceed with site work on behalf of the Town shall be withheld from all persons that have not fulfilled the Security Clearance requirements as specified within this section.

- 17.4.1** The Contractor shall, at its sole expense, obtain security clearance from the R.C.M.P., and provide certified proof thereof, for all its employees assigned to work on-site, prior to that employee's commencement of work on Town identified sites.

- 17.4.2** The Contractor SHALL:

- 17.4.2.1 NOT assign ANY person to perform work for the Town that is under the age of 16.
- 17.4.2.2 PRIOR TO permitting ANY employee to perform work on the Contractor's behalf within the Town's Buildings, cause that person to submit an accurate and fully completed Security Clearance. A photocopy of identification satisfactory to the Town (usually a Drivers License, Immigration or Passport Documents, or other Photo bearing identification) MUST be provided and accompany the Security Clearance Form.

18.0 SPECIAL CONDITIONS OF PROPOSAL

18.1 REFERENCES

- 18.1.1 Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included with the Proposal.
- 18.1.2 The Town reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Proponent is compliant with this RFP.
- 18.1.3 The Town will not enter into a contract with any Proponent whose references, in the opinion of the Town, are found to be unsatisfactory.

18.2 LENGTH OF CONTRACT

- 18.2.1 The successful Proponent will be invited to enter into contract negotiations with the Town for the provision of the Service for a year -year period, with the potential for additional 2 years of service provision dependent on performance. The anticipated start date is April 16, 2021, this date is not subject to change.

18.3 FUNDING

- 18.3.1 The Proponents acknowledge that the Town cannot make financial commitments beyond the Town's current fiscal year or more than the projects specified grant. In this regard, it is understood by the Town and the Proponent that the Town shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by any contract resulting from this RFP.
- 18.3.2 Should such funds not be approved by the approving authority, the Town shall notify

the Contractor that the request for funds has not been approved and of its intention to terminate the services so affected. Such termination shall take effect thirty (30) days from the date of notification and shall not constitute an event of default.

18.4 NOTICE

18.4.1 Notices in connection with the Contract will effectively be given if sent by registered mail or hand delivered to:

Town of Blackfalds Civic / Cultural Centre
Attention: Mrs. Laura Thevenaz
Town of Blackfalds Civic / Cultural Centre
5018 Waghorn Street, Box 220
Blackfalds, AB T0M 0J0

The Contractor shall provide an address for notices upon entering into the Contract with the Town.

Any Notice sent by registered mail will be considered as having been received seven (7) days after the mailing of such.

18.5 OCCUPATIONAL HEALTH & SAFETY

18.5.1 The Town reserves the right to request OHS documentation as deemed necessary including, but not limited to:

- Hazard Assessments
- Safety Plans
- Field Level Hazard Assessments

18.5.2 Unless travel is required for in-person meetings, the worksite location for the successful Proponent will be their primary office location. It is specifically drawn to the attention of the Proponent that all OHS Act requirements will be the responsibility of the Proponent provides in addition to other things that;

- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected.”

18.6 TOWN PROVIDED INFORMATION

All information provided to the Proponent including quantities or any other figures are accurate to the best of the Town’s knowledge. This information is intended to allow the Proponent to ascertain the scope of the Proposal. The actual figures may vary and the Town will not guarantee that this information is correct. Reliance on this information shall be at the

Proponent's own risk.

18.7 DATA CONFIDENTIALITY

18.7.1 Data provided to the Proponent may contain information of a personal nature. The Proponent shall ensure that all data storage, data transfers and reports have appropriate levels of security in place to ensure data confidentiality.

18.7.2 Data provided to the Proponent is owned by the Town.

18.8 FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for 90 days. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price Proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

18.9 TOWN OF BLACKFALDS BYLAWS

Copies of the applicable Bylaws are available online via Town of Blackfalds website www.blackfalds.com for the information of the Proponents. Proponents acknowledge and agree that the Town may, from time to time, during the term of the Contract amend, repeal and/or replace the bylaws, as deemed appropriate.

SIGNATURE FORM

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for Proposal and Contract awarded pursuant to the Request for Proposal.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Proposal, which may include, Instructions For Submitting Proposal, General Conditions Of Proposal, Special Conditions Of Proposal, all drawings and specifications as may be listed in and any amendments or addenda.

The Undersigned also authorizes the TOWN OF BLACKFALDS to contact any of the listed references submitted in their Proposal response.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH RFP SUBMISSION

APPENDIX 'A' - SCOPE OF WORK

THIS FORM MUST BE RETURNED WITH RFP SUBMISSION

The successful Proponent will provide the software and implementation of a solution that allows the Town the efficient and effective management of its assets. The Town reserves the right to omit future scope of work as required based on priorities, budget and other factors as deemed necessary. Implementation will be completed before October 29, 2021. Appendix "A" must be included with the RFP submission.

THE SCOPE OF WORK CONSISTS OF THE FOLLOWING:

The expected work includes providing the implementation of software as needed which has the functionality to perform but not limited to the following key points:

Service Area	Immediate needs/Possible future	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
ASSET MANAGEMENT			
Implementation of EAM software to manage Town assets hosted by Proponent for the Town. Data hosted within this register will not be converted to a proprietary format limiting future access to records. EAM is accessible to the Town 24/7/365 at 99% availability.	Immediate		
EAM data register can support the management of municipal assets and store primary assets (stormwater, sewer, water, road, fleet, facilities, parks, trails, green infrastructure) asset attributes (type, material, dimensions, quantity, construction date, and metadata) and associated subsets.	Immediate		
Initial batch data loading from existing Town GIS/TCA data into EAM software OR ability to have a live link from EAM software to GIS/TCA software databases.	Immediate		
Lifecycle costing- capture of	Immediate		

Service Area	Immediate needs/Possible future	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
historic and projection of future lifecycle costs.			
Calculate asset depreciation using straight line, diminishing balance, output/service basis and units of production.	Immediate		
EAM software has ability to view asset and attribute information within an online GIS map interface.	Immediate		
Ability to conduct capital planning analysis to model proactive and reactive maintenance, rehabilitation/renewal events to analyze different financial scenarios and how event will affect lifespan.	Future		
Capital planning modelling with ability to generate funding scenarios and allocations for future asset management strategies. Renewals, replacements.	Future		
Asset remaining life modelling	Immediate		
Ability to schedule preventative maintenance tasks for assets and track and report on results.	Immediate		
Track debt schedules, reserves and balances.	Immediate		
Training for Town staff with software.	Immediate		
Ongoing support for software.	Immediate		
WORK ORDER SYSTEM			
Provide a work order module that seamlessly integrates into the EAM system. The work order system must include the ability to track operations and maintenance costs associated with specific assets. Must include both internal, and external (contractor) resource time, materials, equipment time, etc.	Immediate		

Service Area	Immediate needs/Possible future	Qualified to provide? (y/n)	Key service provider (lead employee or sub-consultant)
Ability to create, assign workflow, and track work order status is required.	Immediate		
Must be able to attach pictures to work order.	Immediate		
Software shows effect of maintenance on asset from work order completion is shown in asset performance/modelling	Immediate		
GIS VIEWER			
Allow end user to view asset information within a GIS mapping interface	Immediate		
Viewer is usable in office setting and in field with tablet or smart phone.	Immediate		
PERMITS			
Allow for future functionality expansion of EAM with module that allows processing of Town permit applications, including review, inspection, approval, issue. Permits and permit status must be able to be viewed in the software provided GIS viewer. Must provide reporting to meet legal requirements.	Future		

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APPENDIX 'B' – SCHEDULE OF SERVICES

The successful Proponent will provide the software and implementation of a solution that allows the Town the efficient and effective management of its assets within the following timeframe. Implementation of EAM software will be completed **before October 29, 2021**. The Town reserves the right to alter these timelines as necessary. Appendix “B” must be included with the RFP Submission.

THIS FORM MUST BE RETURNED WITH RFP SUBMISSION

Activity	Date Required	Ability to meet deadline? (y/n)	Key service provider (lead employee or sub-consultant)
ENTERPRISE ASSET MANAGEMENT			
Project kickoff	April 26, 2021		
Existing databases analysis and review.	April 30, 2021		
Analysis of existing data. Gap Analysis of data.	May 21, 2021		
Data migration into EAM software	May 28, 2021		
Basic remaining lifespan generation from TCA/install data	June 11, 2021		
Basic condition assessment of assets generated from TCA information.	June 18, 2021		
Project Review (Tentative)	Late Q2/Early Q3, 2021		
WORK ORDER SYSTEM			
Workorder software integration	Late Q2/Early Q3 2021		
GIS VIEWER			
Ability to view assets, attributes, work-order status, permits status within GIS system	Late Q2/Early Q3 2021		
CAPITAL PLANNING AND ANALYSIS (approval contingent on future funding & needs)			
Implementation of software to leverage asset data for optimised decision-making regarding Capital projects prioritization.	Q1 2022 (Tentative)		
PERMITS (approval contingent on future funding & needs)			

Activity	Date Required	Ability to meet deadline? (y/n)	Key service provider (lead employee or sub-consultant)
Permit software integration with EAM	Q2 2022 (Tentative)		

THIS FORM MUST BE RETURNED WITH RFP SUBMISSION