



Region of Waterloo

PROPOSAL P2022-28

**Negotiated Request for Proposal (NRFP)
for
Development Tracking System**

THE REGIONAL MUNICIPALITY OF WATERLOO
PROPOSAL - P2022-28
TABLE OF CONTENTS

	<u>Page</u>
PROPONENT'S CHECK LIST	3
SECTION A INSTRUCTIONS TO PROPONENTS	7 - 41
SECTION B GENERAL TERMS AND CONDITIONS	42 - 56
SECTION C SCOPE OF WORK	57 - 70
SECTION D SCHEDULE OF PRICES	71 - 74
APPENDIX A DETAILED REQUIREMENTS RESPONSE <i>(To be downloaded as a separate document)</i>	75
APPENDIX B PRICING TEMPLATE <i>(To be downloaded as a separate document)</i>	76
APPENDIX C IT STANDARDS	77 - 85

ONLY BIDS SUBMITTED ELECTRONICALLY ON THE REGION'S WEBSITE WILL BE ACCEPTED. PAPER SUBMISSIONS WILL NOT BE ACCEPTED FOR THIS PROPOSAL.

THE FOLLOWING WILL BE COMPLETED AND/OR SUBMITTED ONLINE THROUGH THE REGION OF WATERLOO'S BID SYSTEM:

- i. TECHNICAL SUBMISSION**
- ii. DETAILED REQUIREMENTS RESPONSE**
- iii. SCHEDULE OF PRICES**
- iv. SIGNING PAGE**

PROPONENT'S CHECK LIST

Before submitting your proposal, check the following points:

- 1. Have you uploaded the Technical Submission? _____
- 2. Have you uploaded the Schedule of Prices? _____
- 3. Are the documents complete? _____

NOTE: Your proposal will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with.

SECTION A

INSTRUCTIONS TO PROPONENTS

SECTION A
INSTRUCTIONS TO PROPONENTS

<u>INDEX</u>	<u>PAGE</u>
1. DESCRIPTION	7
2. CLOSING DATE AND TIME.....	8
3. PROPONENTS TO REVIEW NRFP.....	9
4. BID DOCUMENTS	9
5. CLAIMS OR LITIGATION.....	9
6. ADDENDA.....	10
7. CONTRACT REQUIREMENT	12
8. BID ACCEPTANCE	12
9. DISQUALIFICATION OF BIDS.....	13
10. WITHDRAWAL OF PROPOSALS PRIOR TO BID CLOSING.....	14
11. CONFLICT OF INTEREST	14
12. FREEDOM OF INFORMATION	14
13. COLLUSION AND PRICE FIXING	15
14. ENTIRE AGREEMENT.....	15
15. DISPUTE RESOLUTION.....	16
16. ALTERNATE PRICES	16
17. ERRORS AND OMISSIONS	16
18. PROPOSAL SUBMISSION	16
19. PROPOSAL FORMAT.....	18
20. EVALUATION CRITERIA, EVALUATION AND AWARD.....	33
21. TIMELINE FOR AWARD	36
22. EVALUATION AND AWARD.....	37
23. OTHER PUBLIC AGENCIES	38

24. EXCLUSION OF LIABILITY 38

25. RECTIFICATION PROCESS (for NRFP’s and CONSULTANT SELECTIONS). 39

26. CONTRACTOR/PROPONENT PERFORMANCE EVALUATION 39

27. LIVING WAGE.....41

1. DESCRIPTION

Waterloo region is a mid-sized community with over 600,000 people located in Southwestern Ontario. The region consists of seven Area Municipalities: the Cities of Cambridge, Kitchener and Waterloo and the Townships of North Dumfries, Wellesley, Wilmot and Woolwich.

The Region of Waterloo (Region) is the approval authority and a commenting agency for development applications within Waterloo region. On an annual basis, the Region processes an average of around 900 development related applications, including Plans of Subdivision, Condominium, Official Plan Amendments, Zone Changes, Site Plans, Access permits and Pre-submission applications.

This Negotiated Request for Proposal (NRFP) is for the procurement, implementation and ongoing support and maintenance of a Development Tracking System (DTS) for the Region of Waterloo. The new DTS should transform the current semi-automated service supported via numerous disparate systems to provide an exceptional customer experience, increase internal process efficiency and reduce the cycle time from application to decision of all development approval requests. The proponents should be able to demonstrate that their solutions are able to achieve the following goals of the project:

1. Reduce average elapsed time to process applications by 25%.
2. Reduce the administration time spent by Planning staff on processing planning applications by 50% (using templated documents, tracking responses, GIS based advice analysis /alerts, online collaboration, etc.).
3. Increase number of applications submitted online to 100% of all applications.
4. Reduce planning status inquiries / contacts by applicant or agent to Planner by 50%.
5. Reduce paper storage costs by 20% and paper use / costs by 50%.
6. Increase customer/applicant satisfaction by 50% .
7. Ability for near-real-time reporting through dashboards, KPIS, and maps-based data visualizations
8. Reduce the number of delayed responses from application reviewers by 75%.

2. CLOSING DATE AND TIME

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Region's Bidding System not later than 2:00:59 p.m. Eastern local time, on **Monday November 14, 2022**.

Due to a Provincial funding deadline, the closing date shall not be extended. The closing time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc.

For the above reasons, the Region recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Region's Bidding System web clock.

Bidders should contact the Designated Official listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Designated Official immediately.

Late Bids shall not be accepted by the Region's Bidding system

To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at

<https://regionofwaterloo.bidsandtenders.ca/Module/Tenders/en>.

Immediately following the closing of the bid, submissions will be extracted through the Region's electronic bidding system and verified and reviewed for compliance. Bidders who have submitted bids that have been disqualified by the Region of Waterloo will be notified.

3. PROPONENTS TO REVIEW NRFP

Proponents should promptly examine all of the documents comprising this NRFP and may direct questions or seek additional information in writing through the Bidding System by clicking the “Submit a Question” button on or before the Deadline for Questions for the specified Negotiated Request for Proposal document.

All questions or comments submitted by proponents will be deemed to be received once the email has entered into the Bidding System’s email inbox. No such communications are to be directed to anyone other than the NRFP Contact. The Region is under no obligation to provide additional information and the Region is not responsible for any information provided by or obtained from any source other than the NRFP contact. It is the responsibility of the proponent to seek clarification from the NRFP contact on any matter it considers to be unclear. The Region is not responsible for any misunderstanding on the part of the proponent concerning this NRFP or its process.

The deadline for questions is **Friday November 4, 2022 at 4 p.m.** The Region reserves the right to not address questions received after the specified deadline for questions has passed.

For the purposes of this procurement process, the NRFP Contact will be:

Jesse Clark, Procurement Specialist

4. BID DOCUMENTS

Only documents posted on the Region’s website are to be considered the “official” documents. The Region accepts no responsibility for the accuracy of information found on other websites. Bid documents are only published on the Region’s website at <https://bids.regionofwaterloo.ca>.

5. CLAIMS OR LITIGATION

The Region of Waterloo will not open and consider bids received from parties with whom the Region is in litigation or pending litigation unless approval allowing such is obtained by the bidder from the Council of the Region of Waterloo prior to the close of the bid.

Bids which are unopened pursuant to this policy will be returned to the proponents and no contract in regard to the bid process will be created as between the bidder and the Region of Waterloo.

The terms “litigation” and “pending litigation” are defined in the Region’s Purchasing By-law.

In order to obtain approval from Council of the Region to open and consider a bid, the bidder, before the close of the bid, must contact the Regional Clerk and the Manager, Procurement in writing at least one (1) week before the next regularly scheduled Council meeting, setting out the bidder’s request and any grounds to support the request. The bidder’s request will then be presented to Council for its consideration.

The Regional Clerk and the Manager, Procurement may be contacted at:

Regional Clerk's Office

150 Frederick Street, 2nd Floor

Kitchener, ON N2G 4J3

Fax (519) 575-4481

Information on the regularly scheduled Council meetings can be found at

<https://www.regionofwaterloo.ca/en/regional-government/agendas-minutes-and-webcasts.aspx>

6. ADDENDA

- (a) If a proponent finds discrepancies in or omissions from the NRFP Documents, or if they are in doubt as to their meaning, the bidder shall notify the Region.
- (b) The Region reserves the right, for any reason, to issue addenda to the proponents at any time prior to bid closing. Addenda issued during the bidding period shall be allowed for by the proponent in submitting the bid.
- (c) Any information or changes to the requirements for this NRFP opportunity will be posted on the Region’s website <https://bids.regionofwaterloo.ca> in the form of an addendum. All addenda posted prior to the closing date shall be considered part of the contract documents. When an addendum is issued, the Region will attempt to send a notification email to all registered plan takers with a link to the addendum. The Region makes no promise or guarantees that addenda will be delivered by any means to any bidder nor is the Region responsible for computer malfunctions or delays, therefore, it is the bidder’s sole responsibility to check the website for any addenda prior to

the NRFP closing. By submitting a proposal, the proponent acknowledges and agrees that they have checked the website and that their bid incorporates all addenda.

- (d) No addenda will be issued within 48 hours of the closing date except to extend or cancel the bid.
- (e) The Region encourages Bidders not to submit their Bid prior to forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall WITHDRAW their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Region)** and the Withdrawn Bid can be viewed by the Bidder in the "**MY BIDS**" section of the Bidding System. The Bidder is solely responsible to:
- i) make any required adjustments to their Bid; and
 - ii) acknowledge the addendum/addenda; and
 - iii) ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:59PM local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.

7. CONTRACT REQUIREMENT

- (a) The accepted proponent will be required to enter into the contract with the Region.
- (b) The proponent agrees that, if requested so to do by the Region or anyone acting on its behalf within one hundred and twenty (120) days from the closing, the proponent will execute all copies of the Contract provided and return it to the Region within fourteen (14) days after being so requested.
- (c) If the proponent has not been requested to execute the Contract or if the proponent has not received the written order to proceed one hundred and twenty (120) days from closing, then the Contract between the proponent and the Region may be voidable by either party through written notice.

8. BID ACCEPTANCE

- (a) This proposal is irrevocable and open to acceptance by the Region up to and including, but not after 120 calendar days after the bid closing.
- (b) The lowest or any proposal will not necessarily be accepted.
- (c) The Region reserves the right to reject any or all proposals, including without limitation the lowest proposal, and to award the contract to whomever the Region in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the bid and NRFP Documents.
- (d) The Region shall not, under any circumstances be responsible for any costs incurred by any proponent in the preparation of its proposal.
- (e) Without limiting the generality of the foregoing, the Region reserves the right, in its sole and absolute discretion, to accept or reject any proposal which in the view of the Region is incomplete, obscure, or irregular; uncertain, which has erasures or corrections in the documents, which contains exceptions, variations or qualifications; which omits one or more prices; or which otherwise fails to comply with the requirements herein.
- (f) The Region in its sole and absolute discretion, reserves the right at any time to re-bid or cancel the negotiated request for proposal, or negotiate a contract for the whole or any part of the project with any one or more persons whatsoever, including one or more of the proponents.

- (g) The Region reserves the right to communicate with one or more proponents following the bid close to clarify elements of the bids.
- (h) In the event of a tied proposal, the Region may evaluate and accept a proposal, in its absolute and sole discretion, based upon experience, efficiencies or cost considerations other than price. In the event of a tied proposal, the Region also reserves the right in its sole and absolute discretion to flip a coin as between the tied proponents or to cancel and re-issue the negotiated request for proposal.

9. DISQUALIFICATION OF BIDS

- (a) The proposal must be legible in ink or typewritten and all items must be bid.
- (b) Bids which are incomplete, conditional, or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be disqualified at the sole discretion of the Region.
- (c) Wherever the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the extension and the total bid price shall be corrected accordingly. If any unit price is left blank, then the unit bid amount shall be deemed to be zero even if the bidder has submitted an amount for the extension. For greater certainty, as a unit price contract, the unit prices bid shall prevail and shall constitute the bidder's stipulated prices for acceptance by the Region. Any multiplication of the unit prices bid by the estimated quantities or the totaling of such is for the Region's convenience.
- (d) If a bidder has omitted to enter a price for an item of work set out in the NRFP Document, the proponent shall, unless the proponent has specifically stated otherwise in the bid, be deemed to have allowed elsewhere in the bid for the cost of carrying out the said item of work and unless otherwise agreed to by the Region, no increase shall be made in the total bid price on account of such omission.
- (e) Should the Region consider non-compliance with the formal requirements of the proposal to be minor in nature, it reserves the right to waive such requirements at its sole discretion.
- (f) Proponents who have submitted proposals that have been disqualified by the Region because of informalities will be notified.

10. WITHDRAWAL OF PROPOSALS PRIOR TO BID CLOSING

- (a) Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the bidder is solely responsible to:

Ensure the re-submitted bid is RECEIVED by the Bidding System no later than 2:00:59PM local time, on the Bid Closing Date.

- (b) The withdrawal of a bid does not disqualify a bidder from submitting another bid on the same contract.

11. CONFLICT OF INTEREST

- (a) The bidder declares that no member of the Council of the Region and no officer or employee of the Region will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.
- (b) Should the proponent believe that a conflict of interest or potential conflict of interest exists, the proponent must disclose this information to the Region prior to the acceptance of the proposal. The Region may, at its sole discretion, withhold acceptance of the proposal until the matter is resolved to the Region's satisfaction.
- (c) The Region may disqualify a proposal if it believes that a conflict of interest or potential conflict of interest exists or it may, at its sole discretion, allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Region determines that it is in its best interests to do so.

12. FREEDOM OF INFORMATION

The proponent acknowledges that any bid submitted shall become a record belonging to the Region and therefore is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. This provincial law gives individuals, businesses and other organizations a legal right to request records held by the Region, subject to specific limitations. The proponent should be aware that it is possible that any records provided to the Region, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the bid or suppliers could be requested under this law. **If the proponent believes that all or part of the proposal should be**

protected from release, the relevant parts should be clearly marked as confidential. Please note that this will not automatically protect the submission from release, but it will assist the Region in making a determination on release if a request is made. The identity of all proponents, as well as total proposal prices, may be available to the public under the Region's Purchasing By-law.

13. COLLUSION AND PRICE FIXING

- (a) By submitting a bid, the proponent certifies that:
 - (i) The prices in the proposal have been arrived at independently of those of any other proponent;
 - (ii) The prices in the proposal have not been knowingly disclosed by the proponent, and will not knowingly be disclosed by the proponent prior to selection of the successful proponent, directly or indirectly, to any other proponent or competitor; and
 - (iii) No attempt has been made, or will be made, to induce any other person to submit or not to submit a bid, for the purpose of restricting competition.
- (b) The Region may disqualify a bid if it believes that any of the prohibited acts in (a) have occurred.

14. ENTIRE AGREEMENT

- (a) The NRFP Documents contain all the terms and conditions and requirements relating to the NRFP.
- (b) Any other information, including but not limited to:
 - (i) verbal communications with any person including an elected official, officer, employee, agent or consultant of the Region;
 - (ii) written documentation from any source including from an elected official, officer, employee, agent or consultant of the Region;
 - (iii) past practices or qualifications accepted by the Region for prior request for proposals; and
 - (iv) any industry customs, are not relevant and should not be relied upon by the proponent unless such is specifically incorporated into the NRFP Documents, or any addendum thereto, by the Region.

15. DISPUTE RESOLUTION

- (a) If the proponent has any complaint, disagreement or dispute whatsoever in regard to the manner in which the Region, its elected officials, officers, employees, or its consultants and advisors, has or is carrying out the bid which cannot be resolved then the proponent shall submit its complaint, disagreement or dispute in writing to the Region's Chief Financial Officer as soon as practicable and the Region's Chief Financial Officer shall investigate the complaint, disagreement or dispute forthwith and provide a written report as he or she deems necessary to the bidder with the results arising from such.
- (b) Any conclusions and recommendations of a written report from the Region's Chief Financial Officer will be implemented, as necessary, in the negotiated request for proposal unless such conclusions and recommendations are no longer possible because the negotiated request for proposal has been awarded or for any other reason, in which case, the conclusions and recommendations will be considered and implemented, as necessary, by the Region for future request for proposals.

16. ALTERNATE PRICES

Alternate prices may be discarded or incorporated, as a whole and/or in part, into the bid price in the amounts indicated, at the absolute discretion of the Region of Waterloo and may be used to determine the low proponent.

17. ERRORS AND OMISSIONS

It is understood, acknowledged, and agreed that while this NRFP includes specific requirements and specifications, the Region shall not be held liable for any errors or omissions in any part of this document. While the Region has used considerable effort to ensure an accurate representation of information in this document, the information contained in the document is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Region, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the proponents from forming their own opinions and conclusions with respect to the matters addressed in the document.

18. PROPOSAL SUBMISSION

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid

Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Region's Bidding System not later than 2:00:59 p.m. Eastern local time, on the time specified in the bid document.

The closing time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

For the above reasons, the Region recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Region's Bidding System web clock.

Bidders should contact the Designated Official, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Designated Official immediately.

Late Bids shall not be accepted by the Region's Bidding system

To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at

<https://regionofwaterloo.bidsandtenders.ca/Module/Tenders/en>.

All proponents are required to submit their proposals using **3 uploads** – one for qualifications and technical factors, one for Appendix A and the other for the cost proposal.

Proponents who include their cost proposal in the technical submission will be disqualified.

The proponent's cost proposal is an important component of the evaluation process; however, the other criteria will be assessed first.

Immediately following the closing of the bid, technical submissions will be extracted through the Region's electronic bidding system and verified and reviewed for compliance. Bidders who have submitted bids that have been disqualified by the Region of Waterloo will be notified.

The Proposal will be submitted online through the Region of Waterloo's Bid System as a document upload.

All prices in the proposal are to be in Canadian funds.

19. PROPOSAL FORMAT

Evaluation of proposals is made easier when proponents respond in a similar manner. The following format and sequence should be followed in order to provide consistency in proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

The proposal must be no longer than 75 pages in length (excluding appendices which are limited to 25 pages) and must contain, at a minimum the following components:

Technical Envelope:

A complete response to this RFP will consist of the following documents:

- 1) Technical Submission (PDF)
- 2) Appendix A: Detailed Requirements Response (MS Excel)

Proponent responses must:

- Include the requested sections and follow the section/question sequencing presented.
- Comply with page limits where indicated.
- Where specific page limits have not been indicated proponents are encouraged to be succinct.
- Marketing/promotional content should be kept to a minimum.
- Include references to specific questions and provide direct and consolidated answers so that evaluators are not required to search your proposal for answers.

Technical Submission (PDF)

Proposals are to include the following Sections

- Table of Contents

- Section 1: Executive Summary
- Section 2: Proposed Solution
- Section 3: Implementation Approach and Supporting Methodologies
- Section 4: Implementation Team Skills, Experience and Capacity
- Section 5: Corporate Capabilities and Capacity
- Section 6: References

Each section is to be structured as follows:

Section 1: Executive Summary	
Overview of Section Requirement	<p>Provide a summary of the key features of your proposal, with a focus on how your proposed platform, team, and approach will provide value and assist the Region in achieving the following goals:</p> <ol style="list-style-type: none"> 1. Reduce average elapsed time to process applications by 25%. 2. Reduce the administration time spent by Planning staff on processing planning applications by 50% (using templated documents, tracking responses, GIS based advice analysis /alerts, online collaboration, etc.). 3. Increase number of applications submitted online to 100% of all applications. 4. Reduce planning status inquiries / contacts by applicant or agent to Planner by 50%. 5. Reduce paper storage costs by 20% and paper use / costs by 50%. 6. Increase customer/applicant satisfaction by 50%. 7. Ability for near-real-time reporting through dashboards, KPIS, and maps-based data visualizations 8. Reduce the number of delayed responses from application reviewers by 75%.
Section Page Limits	Up to a maximum of five (5) legible pages

Section 2: Proposed Solution	
Overview of Section Requirement	Provide detailed information on your proposed software solution and how your solution will meet the project needs, address the current state challenges, and assist in achieving the vision.
Questions/Information to be Addressed	<p>1) Software Overview</p> <ul style="list-style-type: none"> a. Provide an overview of the proposed software solution. Please include information on all proposed software modules, including any third-party products. Include: <ul style="list-style-type: none"> i) The version of the Software being proposed and the number of clients currently live on this version of the product. ii) Overall number of clients on supported versions of the product iii) Third-party products, including products that are “white-labelled” to the proponent’s solution vendor must be clearly identified. iv) Provide copies of software licensing/subscription agreements for all products, including third-party products in an appendix. b. The Region expects that the contract for solution licencing/subscription will include the Terms and Conditions outlined in Section B. <ul style="list-style-type: none"> i) Indicate your acceptance of these Terms and Conditions; or ii) Identify specific Terms and Conditions that you are unable to accept or would wish to negotiate. iii) Provide an example of your standard services contract c. A product roadmap, or similar information on the Proponent’s long-term vision and investment for the product line. d. Product brochures may be provided as an appendix. e. If the proposed solution offers additional modules or capabilities that provide functionality outside of stated requirements, please provide information as an appendix. Specifically modules related to business

Section 2: Proposed Solution	
	<p>licensing of taxi drivers, owners, operators, brokers and vehicles.</p> <p>f. Provide information on how additional features are deployed to your solution, include details on how much control clients have in deploying new features, how often new features are deployed, or if you offer ‘releases’ – how often and how are they deployed to client environments</p> <p>g. Describe the client staffing required to support the proposed solution once the product is fully implemented. Include information on required skills and FTEs.</p> <p>2) Support for the Detailed Requirements</p> <p>Provide a full narrative description of how the proposed solution supports the detailed requirements of the Region and its customers as captured in the Excel portion of your Technical Submission. Response should demonstrate an understanding of the current state challenges, their connection to the detailed requirements, and the fit with your proposed solution.</p> <p>3) Common Functional Requirements</p> <p>a. What functionality is common to all proposed modules or products?</p> <p>b. How does your Solution manage information to minimize data entry and data duplication? What controls can be placed on updates to this information?</p> <p>c. Does the Solution provide any unique searching capabilities? What are the limitations of the search capabilities?</p> <p>d. How does the Solution manage documents, drawings, attachments including large files? How does the Solution manage document edits and version control?</p> <p>e. What are the collaboration and communication features of the Solution?</p> <p>f. Does your system have an integrated workflow engine? If yes, please provide information on its capabilities including ability to import workflow/process information from other tools. or build or modify workflows post implementation. What skills are typically required to use this tool?</p>

Section 2: Proposed Solution	
	<p style="margin-left: 20px;">g. How does the proposed Solution manage localization for Canadian clients?</p> <p>4) Future expansion opportunities</p> <p style="margin-left: 20px;">a. Explain the ability of the proposed solution to be expanded to be a single intake portal for all development applications for the Region as well as for the area municipalities.</p> <p style="margin-left: 20px;">b. Describe the capabilities of the proposed solution that could facilitate a single intake portal and its integration capabilities with the area municipal systems.</p> <p>5) Deployment Options:</p> <p>Describe the deployment options available for the proposed Solution.</p> <p>For hosted Solutions:</p> <p style="margin-left: 20px;">a. How many environments (i.e. production, test, training, etc.) are provided in your proposal?</p> <p style="margin-left: 20px;">b. Are clients' able to request additional environments? What is the minimum time commitments for additional environments? I.e. Turnaround time from request to delivery, minimum period of time environment is required for, etc.</p> <p style="margin-left: 20px;">c. Describe how your Solution will address the data residency requirements for Ontario public sector organizations.</p> <p style="margin-left: 20px;">d. Provide information on the hosting location's physical infrastructure and security.</p> <p style="margin-left: 20px;">e. Provide results of any external reviews or audits of hosting facility.</p> <p style="margin-left: 20px;">f. Provide the monthly guaranteed uptime for the hosted environment.</p> <p style="margin-left: 20px;">g. Provide information on how an organization exits a hosted deployment, including any limitations or restrictions on access to data and migration support. Provide details on how you would propose to return the Organization's data (both process and format)</p> <p>For on premise deployments:</p> <p style="margin-left: 20px;">a. Provide information on the deployment infrastructure configuration options.</p> <p style="margin-left: 20px;">b. Provide information on the staffing required to support</p>

Section 2: Proposed Solution	
	<p>a typical onsite deployment scaled for the Region’s size and complexity. Include information on specific roles, skill requirements and staffing levels.</p> <p>a. Hardware and Software Requirements:</p> <ul style="list-style-type: none"> a. Provide specification for hardware and/or software required to support the proposed software solution, including cloud hosting environments, database and desktop requirements, device compatibility etc. b. Indicate your solutions compatibility or incompatibility with each relevant section of the Region’s IT Standards as reflected in Appendix C. <p>b. Security: Provide an overview of the proposed Solution’s security architecture. Describe how the Solution addresses the security requirements outlined in Appendix A – Detailed Requirements and elsewhere in the RFP documentation.</p> <p>c. Interfaces</p> <ul style="list-style-type: none"> a. Describe your general approach to integrating your Solution with other products and custom Software Solutions. Include GIS, payment and electronic document management solutions in your response. b. Provide a list of existing integrations with other commercially available Software, detailing the nature of the integration (real-time/bulk transfers, what data are involved). As outlined in the ITS Standards document, the Region prefers to integrate its solutions using well documented APIs. Point to point integrations are acceptable on a one-off basis. <p>d. Privacy</p> <ul style="list-style-type: none"> a. Describe how your proposed Solution supports/complies with the privacy requirements noted in the Detailed Requirements. b. Describe any previous experience your proposed project team has participating in Privacy Impact Assessments. c. Describe the training and orientation provided to your team members to ensure their compliance with

Section 2: Proposed Solution	
	<p>relevant privacy legislation while working with the Region.</p> <p>e. Support Services</p> <ul style="list-style-type: none"> a. Provide an overview of the support services included with standard License/Subscription agreements. Include information on proposed service levels and response targets. b. Provide information on your management and escalation processes for unresolved issues. c. Describe your approach to Sustainment, including the process for discovery and scoping of additional functionality after go-live and any dedicated sustainment resources and/or models you provide. d. Provide information about your training program including training required or recommended for Go Live by role (e.g. internal user, system administrator) as well as ongoing training available to users as well as solution administrators. e. Provide an overview of any ongoing support services your organization can offer following solution implementation. This may include: <ul style="list-style-type: none"> i. Help Desk ii. Customer-focused website and resources iii. Online training iv. User Groups v. Conferences vi. Sustainment Model
Section Page Limits	No defined page limit, but responses should be focused on addressing the questions asked in a concise manner. Generic marketing material should be provided in appendices.

Section 3: Implementation Approach and Supporting Methodologies	
Overview of Section Requirement	The Region is seeking the Agile approach to the implementation. Provide detailed information on your proposed approach to implementing your proposed solution

Section 3: Implementation Approach and Supporting Methodologies	
	and how your approach will maximize value while reducing risk.
Questions/Information to be Addressed	<ol style="list-style-type: none"> 1) The Region has an initial budget of \$1.5 million that includes provincial funding and Council approved capital funding. This budget is available to be used in the initial phase of the project. The Region would like to know the scope of work that can be completed within this initial budget as well as recommendations for subsequent phases. Provide a detailed description of the product and services that can be delivered within the initial budget. 2) Describe in detail your tested Agile approach to implementing your proposed solution. <ol style="list-style-type: none"> a. Identify the modules or parts of the implementation that could be completed within the initial phase b. Include any Specific Practices, Deployment Gates or Assessments Steps that you use to ensure a successful implementation. c. What is your preferred order of rollout of the various functions/modules? How do you determine the best sequence for a client? d. Describe how your approach will deliver value and/or reduce risk to the Region. e. Include the project schedule with timelines for all the phases. f. Provide a description of all deliverables with an overall description, the structure of content, level of detail, and, if applicable, sample deliverables. 3) Solution Configuration <ol style="list-style-type: none"> a. Describe how you would use the Agile methodologies during Solution Configuration. b. Provide an overview of your standard Configuration process with examples of tools and templates used to support Configuration activities. c. What is your process for documenting and obtaining approval for system Configurations? 4) Data Conversion Approach & Plan

Section 3: Implementation Approach and Supporting Methodologies

- a. Describe your approach and plan for data conversion from multiple systems, as described in the Scope of Work – Current Situation section. How have you assisted clients determine what and how much data should be converted, and how to manage archived legacy data.
 - b. What is your strategy for migration/link of electronic files associated with records in the current information systems?
 - c. Describe any tools included with the proposed solution that will facilitate data conversion.
 - d. Provide a sample project plan/schedule for data conversion, including major deliverables and activities.
 - e. Provide examples of previous data conversion initiatives (of particular interest would be any that converted records from legacy, custom developed systems). Identify how successful your approach was in accomplishing the task. Identify key challenge areas associated with the data conversion and your approach to mitigate these challenges. Identify any other observations as relevant.
- 5) Based on the proponents' experience, describe the:
- a. Types of Risks or Observable Issues;
 - b. Lessons Learned and;
 - c. Best practices
- that you would generally see as part of any implementation based on your team's experience.
- 6) What value will the Region receive from your methodologies?
- a. Describe your methodologies and how you will adapt to the Region's needs to add value and/or reduce risk. At a minimum, your response should include:
 - i) Program/Project Management
 - ii) Change Management
 - iii) Requirements Management
 - iv) Risk Management
 - v) Financial/Budget Management
 - vi) Delivery Methodologies

Section 3: Implementation Approach and Supporting Methodologies	
	<ul style="list-style-type: none"> vii) Testing, Methodology and Test Automation viii) Technical and End User Training ix) Technical & Training Documentation x) Data Migration xi) Reporting & Analytics xii) Knowledge Transfer <p>b. Describe your proposed change management services and innovative techniques and tactics to increase engagement and adoption and reduce employee resistance to transformative change.</p> <p>c. Confirm your internal deliverable quality assurance and acceptance processes and how these processes will provide value to the Region.</p> <p>7) Describe your recommended approach to ongoing training after the implementation has been completed (for new hires, system refresher training, system administrator training and to support new releases)</p> <p>8) Describe any standard training courses that your organization can deliver, subsequent to the implementation.</p>
Section Page Limits	No defined page limit, but responses should be focused on addressing the questions asked in a concise manner

Section 4: Implementation Team Skills, Experience and Capacity	
Overview of Section Requirement	Describe the team of consultants who will support the implementation of your proposed solution. Include their familiarity with Agile methodologies. Provide recommendations for the skills and resource volumes needed for the Region’s project team.
Questions/Information to be Addressed	<p>1) Describe your proposed Project Team</p> <ul style="list-style-type: none"> a. Provide project team recommendations, describing proposed integrated team structure (including Region and proponent’s team members) with reporting

	<p>relationships</p> <ul style="list-style-type: none"> b. Describe expectations for project governance and how the proposed team structure will interact with governance. c. Describe each proposed role, including responsibilities and skills, training, and experience expectations. d. Indicate which proponent roles are considered to be key or lead roles. <p>2) Who will be assigned to this engagement?</p> <ul style="list-style-type: none"> a. Provide a list of proposed resources for each proponent role. List should include: <ul style="list-style-type: none"> i) Why the resource has been selected for your proposed team. ii) Resource location iii) Proposed work location (remote, part-time onsite, full-time onsite) b. Provide a short bio for each proposed resource that describes relevant experience, training, and qualifications. <ul style="list-style-type: none"> i) Bios may be added in an appendix ii) For key roles, bios are limited to no more than three pages and must include a minimum of two examples of comparable projects. iii) For all other roles, bios are limited to no more than two pages. c. Indicate which resources have worked together on past projects d. Indicate which resources worked on the project profiles provided. <p>3) Provide the expected resource requirement from the Region. Provide the number of staff and their roles for each phase of the implementation</p> <p>4) How will the Proponent work successfully with the Region and other implementation and integration partners?</p> <p>5) How will the Proponent ensure continuity and availability of resources through the duration of the project?</p> <ul style="list-style-type: none"> a. Describe your process for replacing team members in the event that a consultant is no longer available for reasons outside of the Proponent's control.
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	b. Describe how you will manage requests from the Region to replace team members.
Section Page Limits	No defined page limit, but responses should be focused on addressing the questions asked in a concise manner

Section 5: Corporate Capabilities and Capacity	
Overview of Section Requirement	Describe the Proponent’s organization, with particular focus on the size, stability and expertise in providing this type of service to clients like the Region.
Questions/Information to be Addressed	<p>Lead Proponent</p> <p>Describe the following aspects of the Primary Solution Provider’s current business experience:</p> <ul style="list-style-type: none"> a. Address and location of the office(s) from which work will be performed; b. Number of years in Business; c. Size of your organization; d. Description of the firm’s range of activities; e. Account and contract management structure; f. Description of how the corporate-wide experience and expertise will be brought to bear on the proposed work; g. Implementation team capacity. Describe your implementation services and provide information on the breadth and depth of your consulting team; h. If the proponent is not the solution vendor describe: <ul style="list-style-type: none"> i. Your relationship with the solution vendor (implementation partner, reseller) ii. How long have you been working with this solution vendor? iii. The proposed structure for solution licensing/ subscriptions – will agreements be with the solution vendor or the lead proponent? <p>Optional: Joint Venture</p> <p>If submitting as a joint venture or if the proposal includes subcontractors, please describe the Team Member(s) or</p>

Section 5: Corporate Capabilities and Capacity	
	<p>subcontractors’ current business experience.</p> <ol style="list-style-type: none"> a. Number of years in Business; b. Size of your organization; c. Account and contract management structure; and d. Examples of projects that the proponent and sub-contractor have successfully completed together
Section Page Limits	No defined page limit, but responses should be focused on addressing the questions asked in a concise manner.

Section 6: References	
Overview of Section Requirement	Provide detailed information on your previous experiences implementing this solution for similar organizations
Questions/Information to be Addressed	<p>1) Reference Project Descriptions</p> <p>Provide three (3) references for previous projects in which the Proponent implemented this solution at a similar organization. References should include:</p> <ul style="list-style-type: none"> • Description of the client; • Client contact information; • Start and completion dates; • Which modules/components of the proposed solution were implemented; • Involvement of the Proponent and key staff: References that involved members of the proposed implementation team are preferred; • Describe how your solution resolved the client’s needs and challenges; • Implementation Methodology used; • Challenges and lessons learned by proponent; • How this client organization is similar in size, scope and complexity to this NRFP <p>At least one of the references should be for a Canadian organization.</p> <p>At least one organization should be on the version of your</p>

Section 6: References	
	<p>Software released within last year.</p> <p>If a Sub-Contractor is being proposed as a system integrator at least one of the references must represent an installation involving the Sub-Contractor.</p> <p>The Region reserves the right to contact these clients for references without further approval from the Proponent.</p> <p>2) Provide a list of other Canadian clients who are using your proposed solution.</p>
Section Page Limits	Reference descriptions should be limited to two (2) pages each.

Appendix A: Detailed Requirements Response (MS Excel)

Complete the MS Excel file provided with this request, indicating your products' current ability to meet Region's detailed business requirements. Note that you may be asked to validate specific areas of your response during the Solution Demonstration and Facilitated Discovery phases of the evaluation.

Proponents will be expected to fulfill any commitment they make in their response to this section, and responses will form part of any executed contract with the Region.

Please code your response as follows:

M1 Meets Requirements Out of Box.	Product fully supports the requirement, right out of the box with no configuration.
M2 Meets Requirement with Basic Configuration.	Product fully supports the requirement with basic configuration work that typically includes two or three configuration screens or tables. For example – may require entry of code set.
M3 Meets Requirements with Complex Configuration.	Product fully supports the requirement with more complex configuration work needed. May include workflow design, scripting or many configuration screens. In the Comments field, please provide a description of the type of configuration work that will be required to satisfy this requirement.
C Customization Required.	Product does not have this functionality but could be customized to provide. Please include a description of how you would approach customization in the Comments field. Also indicate if the customization is included in the cost proposal or if it is additional.

T Third Party Product Required.	Product does not have this functionality, but it can be provided by using a third-party solution. When referencing third party solutions, please indicate in the Comments field the name of the solution and if you have included this as part of your proposal. Also indicate if the third party tool is integrated within the system, and if the cost of the third party system and integration is included in the cost proposal or if it is additional
N No Support.	Product does not support this requirement.

20. EVALUATION CRITERIA, EVALUATION AND AWARD

As an NRFP, proponents will be evaluated in a multi-stage process as follows:

Stage 1 – Evaluation of Technical Submissions

Proponent Technical Submissions will be reviewed and evaluated based on the following criteria:

Criteria	Weighting
Technical Evaluation	
Detailed Requirements Response (Appendix A)	40
Proposed Solution	20
Vendor Fit	
Implementation Approach and Supporting Methodologies	15
Implementation Team Skills, Experience and Capacity	10
Corporate Capabilities and Capacity	10
References	5
Total	100

Proponents must score a minimum of 70% to qualify for shortlist consideration.

Based on the evaluation of Technical Submissions, the Region will create a shortlist of proponents who will be invited to proceed to Stage 2. The Region intends to short-list the top three (3) ranked proponents. If the score of the fourth-ranked proponent is within 5.0 points of the first-ranked proponent, then the fourth-ranked proponent may also be invited.

In the event where multiple submissions for the same software product are received, the Region may choose to only shortlist the proponent that submitted the top ranked technical submission for that particular product.

Stage 2 – Shortlist Proponent Solution Demonstrations

Shortlist proponents will be given the opportunity to provide a demonstration of their proposed solution and implementation approach and answer questions regarding their technical proposal.

Shortlist demonstrations will follow a script, to be provided to shortlisted proponents. Each proponent will have four (4) hours for their demonstration. Demonstrations will be virtual and will be recorded for use by the Region for evaluation purposes.

Demonstrations will be scored out of 100 points.

Stage 3 - Pricing Submission Evaluation

After the completion of Stage 2, the pricing submissions will be opened, and each proponent will be awarded a price score out of 100 based on the following cost of ownership: a 5 year contract plus an additional 5 years where maintenance costs cannot increase by more than 3% per year.

The price score will be computed based on the following formula

Average bid price = 5 point, with additional points being award or revoked based on deviation from the mean (10% higher = 0 points, 10% lower = 10 points)

Stage 4 - Identification of Top-Ranked Proponents

A total qualification score will be calculated, based on the following weightings:

Component	Weighting
Stage 1: Technical Submission Evaluation	50%
Stage 2: Demo Evaluation	30%
Stage 3: Pricing Submission Evaluation	20%
Final Qualification Score	100%

The Region intends to invite the top ranked proponent to participate in the Contract Negotiations.

Stage 5 – Contract Negotiations

Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the NRFP Process (Section A) and will not constitute a legally binding offer to enter into a contract on the part of the Region or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Section B - General Terms and Conditions are to form the basis for commencing negotiations between the Region and the selected proponent. Negotiations may include requests by the Region for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Region for improved pricing or performance terms from the proponent.

Time Period for Negotiations

The Region is required to conclude negotiations and finalize the agreement(s) with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Region invite the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-

conditions of award listed in Section B of the NRFP Particulars provide requested information in a timely fashion and conduct its negotiations expeditiously.

A strict timeline will be implemented due to a Provincial funding deadline.

Failure to Enter into Agreement

If the pre-conditions of award listed in Section B of the NRFP Particulars are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Region may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the Region elect to cancel the NRFP process.

Negotiations with any bidder shall not oblige the Region to enter into a contract with any bidder or be construed as an acceptance of the Proponent Selection submission. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All or any prior agreements, representations, statements, negotiations, understandings, undertakings and proposals, either written or oral, relating to this subject matter are hereby superseded by this Proponent Selection.

Proponents are advised that no contract may result from the Proponent Selection.

21. TIMELINE FOR AWARD

The timeline provided below has a firm Contract Award date. While there is flexibility with the other dates within the process, the Contract Award date shall not be moved due to a Provincial funding deadline.

RFP Event	Date(s)
Release of Proposal:	October 24, 2022
Deadline for Questions:	November 4, 2022
Closing of Proposal:	November 14, 2022
Shortlisted Proponents Notified	November 28, 2022
Shortlist Proponent Solution Demonstrations	November 29, 2022 – December 8, 2022
Evaluation of the Demos and Cost proposal	December 8 – December 13
Top-Ranked Proponent Notified	December 14, 2022

RFP Event	Date(s)
Contract Negotiations	December 15, 2022 – January 25, 2023
Contract Awarded	January 30, 2023

22. EVALUATION AND AWARD

The Region’s Evaluation Committee will evaluate the submitted technical proposals based on assessments against the “non-price” criteria (i.e. quality factors).

To ensure the cost proposals do not influence the technical or qualifications assessment they will remain unopened until the quality factors have been evaluated. Proponents who include their cost proposal in the technical submission will be disqualified.

The Region intends to enter into a formal agreement with the selected proponent based on the technical submission together with the proponent’s cost proposal obtained at the time of selection. The Region may negotiate any aspect of any NRFP submission with one or more of the proponents at any time. Negotiations with any bidder shall not oblige the Region to enter into a contract with any bidder or be construed as an acceptance of the NRFP submission. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All or any prior agreements, representations, statements, negotiations, understandings, undertakings and proposals, either written or oral, relating to this subject matter are hereby superseded by this Request for Proposal.

Proponents are advised that this information is to be provided at their own expense. The Region may wish to interview proponents after submissions have been reviewed for clarification. However, should it be evident from the information provided that one proposal is clearly superior, the Region reserves the right to negotiate with that vendor to enter into a contract without soliciting proposals from others.

Proponents are further advised that no contract may result from the Request for Proposal.

23. OTHER PUBLIC AGENCIES

Prior to submitting this proposal, it is of significant importance that all potential respondents be advised of the following:

It is clearly understood that by submitting a proposal in accordance with this document, the bidder is agreeing that other public agencies may review their proposal document and further, if a successful bidder is selected by the Region and other public agencies deem it is in their best interest to join the Region contract under the same terms and conditions, then one or more parties may join the Region contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Region contract on a consortium basis, then the total dollar value resulting from the potential contract could prove to be significantly higher than suggested in this document and bidders are requested to consider this information while preparing their responses and bring to their proposal the best possible economical benefits and returns to the Region.

24. EXCLUSION OF LIABILITY

The Bidder acknowledges and agrees that the Region of Waterloo may be required as part of this Bid to:

- (a) make certain determinations or rulings in regard to the Bidder's compliance or another bidder's compliance with the terms and conditions of the Bid;
- (b) exercise any discretion that it has reserved to itself in this Bid, or that it has by law;
- (c) make an award of the Bid whether to the Bidder or to another bidder;
- (d) cancel the Bid and re-bid the corresponding works in whole or in part at a later time; and/or
- (e) cancel the Bid and all corresponding works.

(hereinafter referred to as a "Decision") in a manner or on grounds that the Bidder disagrees or disputes.

In this regard, the Bidder, by submitting a bid, acknowledges and agrees, notwithstanding any other terms and conditions of the Bid, any express or implied

duties that the Region of Waterloo may owe the Bidder, including without limitation any implied duty of fairness, or any remedies available to the Bidder at law or in equity, that its sole recourse and remedy against or in regard to the Region of Waterloo, its elected officials, officers, employees, or its consultants and advisors, arising from or related in any way to a Decision shall be in accordance with the Dispute Resolution paragraph of the Bid and that in **NO EVENT** shall the Region of Waterloo, its elected officials, officers, employees, or its consultants and advisors, be liable or responsible, in any way whatsoever, to the Bidder, its officers, directors, employees, consultants, subcontractors, suppliers, sureties or insurers, for any claims, actions, causes of action, contracts, damages, including without limitation direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses, any lost profits, lost opportunities, expenses, costs, including without limitation any expenses or costs to prepare a bid, or any other losses arising from or related in any way whatsoever to a Decision.

25. RECTIFICATION PROCESS (for NRFP's and CONSULTANT SELECTIONS)

Notwithstanding any other term and condition in this NRFP, upon the NRFP closing date and receipt of the Proposals and following the procedures as set out in Section A, there will be a “rectification” period of two (2) business days in which the Proponents will have the opportunity to rectify any deficiencies in failing to provide a fully completed set of requirements.

If the Proposal does not include a fully completed set of requirements as set out in Section A, the Region, at its discretion, may provide the Proponent an opportunity to rectify the deficiencies within two (2) business days by 2:00:59 p.m. EST. Proponents must submit the information in person to the Procurement Office by the required day and time as noted in the Rectification Notice. **This timeline is considered mandatory and no extensions will be provided.**

The Procurement Office will issue Rectification Notices by email to the Proponent Contact.

The Proponent must ensure that any contact information is current and up to date.

Proponents which do not comply and fail to provide the required information within the rectification period will be disqualified and excluded from further consideration.

26. CONTRACTOR/PROPONENT PERFORMANCE EVALUATION

The Region of Waterloo, at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Contractor's/Proponent's performance using a performance evaluation form as established by the Region of

Waterloo. The results of the formal performance evaluation shall be provided to the Contractor.

If the Contractor/Proponent obtains a score of less than 80% on one performance evaluation on one contract then the Region of Waterloo shall place the Contractor/Proponent on probation for a period of two years from the date that the Region of Waterloo gives the Contractor/Proponent notice of the probation. If a Contractor/Proponent receives a score of less than 80% on a performance evaluation for a contract during a probation period then the Region of Waterloo shall suspend the Contractor/Proponent for a period of two years from the date that the Region of Waterloo gives the Contractor/Proponent notice of the suspension and the Region of Waterloo shall not open and consider any bids or otherwise acquire any goods or services from the Contractor/Proponent. At the conclusion of the suspension period, the Region of Waterloo may open and consider bids from the Contractor/Proponent, and otherwise acquire any goods or services from the Contractor/Proponent, but the Contractor/Proponent will be on probation for a one year period commencing on the date that the suspension concludes.

The Contractor/Proponent may, within 15 days of receipt of a performance evaluation, write to and request that the Region's Chief Financial Officer review the performance evaluation in relation to the grounds as set out in the Contractor's/Proponent's written request. Upon receipt of a written request, the Chief Financial Officer shall review the performance evaluation based on the grounds set out in the request and the Chief Financial Officer shall have all the authority to either revise or confirm the performance evaluation. At the conclusion of the review, the Chief Financial Officer shall advise the Contractor/Proponent in writing of his or her decision and the Contractor/Proponent agrees to be bound by such without any further right of review or appeal to any court or other body having lawful jurisdiction.

This provision shall not limit the ability of the Region of Waterloo in any way to utilize third party references, internal references, performance evaluations or other information when considering this or any other bid.

The Region's performance evaluation process shall not limit any other rights or remedies of the Region of Waterloo including those rights and remedies as set out in the Contract.

The Contractor/Proponent agrees to the terms of the performance evaluation process as set out herein and shall adhere, both during and after the term of the Contract, as applicable

27. LIVING WAGE

The Region of Waterloo has registered as a Living Wage employer, however have not yet received official approval from Ontario Living Wage, which we are expecting imminently. For the work of this contract, please be advised that the Contractor at its sole expense shall pay, as a minimum, a Living Wage to each of its employees, workers and contractors, except those that are students, engaged on the premises of the Region by the Contractor pursuant to this Contract. The Living Wage will be the hourly rate for Waterloo Region as set from time to time by the Ontario Living Wage Network – ontariolivingwage.ca. Students are persons under the age of 18 who work 28 hours a week or less when school is in session or work during a school break or summer holidays. The Region shall reserve the right to audit the Contractor's employment, worker and contractor records to verify compliance with this provision and to set-off any monies in the event that a breach is determined. In no way shall this provision prevent the Contractor from paying its employees, workers and contractors an hourly rate that is more than a Living Wage.

SECTION B
GENERAL TERMS AND CONDITIONS

SECTION B
GENERAL TERMS AND CONDITIONS

<u>INDEX</u>	<u>PAGE</u>
1. PAYMENT OF INVOICE	45
2. ASSIGNMENT OF CONTRACT.....	45
3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE	45
4. INSURANCE	46
5. WORKPLACE SAFETY INSURANCE BOARD.....	48
6. REGION NOT EMPLOYER.....	48
7. INDEMNIFICATION PROVISION	48
8. TAXES	49
9. PARKING	49
10. ADDITIONS TO CONTRACT	49
11. PRICING	49
12. GOVERNING LAW	49
13. ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS – CONTRACTORS, CONSULTANTS AND SERVICE PROVIDERS	50
14. DUTY TO NOTIFY	50
15. IMMEDIATE TERMINATION FOR CAUSE.....	51
16. DEFAULT BY THE CONTRACTOR.....	51
17. NOTICE OF DEFAULT	53
18. REMEDIES	53
19. SURVIVAL	54
20. TERMINATION WITHOUT CAUSE	54

21. PCI COMPLIANCE 54

SECTION B – GENERAL TERMS AND CONDITIONS

1. PAYMENT OF INVOICE

Invoices shall be sent to Planning, Development and Legislative Services department, 150 Frederick St., Kitchener, Ontario N2G 4J3 no earlier than the day of delivery of the goods. Payment of the invoice will be Net 30 from the date of final acceptance by the Region.

The Regional standard is for all vendors to accept payment via Electronic Funds transfer. It is the responsibility of the successful proponent to set up their account for direct deposit. The Electronic Funds Transfer form can be found on the Region of Waterloo's website at: <https://www.regionofwaterloo.ca/en/doing-business/bids-and-tenders.aspx>. Signup is required only once. Information submitted is held in the strictest confidence and is kept on file for **all** future payments.

2. ASSIGNMENT OF CONTRACT

This contract may not be assigned, sub-contracted, or let out in whole or in part, without the prior written consent of the Region.

3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contract document shall consist of:

- a) An executed Agreement/Purchase Order;
- b) Addenda to the NRFP;
- c) The NRFP, including Terms and Conditions, Instructions to Proponents, Specifications; and
- d) The proponent's bid and any subsequent negotiated changes.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The successful proposal shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract. Any and all bid conditions may be included at the discretion of the Region as part of the final negotiated and approved contract.

The Region reserves the right to include additional terms and conditions during the process of contract negotiations. These terms and conditions shall be within the scope of the original NRFP document and contract documents and shall be limited to cost, clarification, definition, and administrative and legal requirements.

4. INSURANCE

It is the responsibility of the Contractor and their Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Project, Work or Supply. The Contractor shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the Region of Waterloo:

a.) **General Liability Insurance:** The Contractor shall maintain liability insurance acceptable to the Region of Waterloo throughout the term of this Agreement from the date of commencement of work until one year from the date of substantial performance of work. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all applicable coverage extensions/endorsements available, in an amount of not less than \$2,000,000 per occurrence. Such insurance shall name Region of Waterloo and any other person or party identified in the contract documents, as an additional insured with a cross liability endorsement and severability of interests provision. The policy SIR/deductible shall not exceed \$100,000 per claim (unless approved by risk management) and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

b.) **Owned and Non-Owned Automobile Liability Insurance:** The Contractor shall maintain liability insurance on all Owned, Non-Owned and Leased Automobiles used in the performance of this project to a limit of \$2,000,000 per occurrence throughout the term of this Agreement from the date of commencement of work and until one year after the date of substantial performance of work.

c.) **Provisions:** Prior to the commencement of work the Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement and thereafter on or prior to the expiry of the insurance coverage. The Certificate shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten 10 days if cancellation is due to non payment of premium) prior written notice by certified mail to the Region of Waterloo

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Contractor and that this coverage shall preclude subrogation claims against the Region of Waterloo and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Region of Waterloo and any other person insured under the policy shall be considered excess of the Contractor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Contractor's obligation to fully indemnify the Region of Waterloo under this Agreement.

The Region of Waterloo reserves the right to modify the insurance requirements as deemed suitable. If the Region of Waterloo requests to have the amount of insurance increased or to obtain other special insurance for this Project then the Contractor shall endeavour forthwith to obtain such increased or special insurance at the Region of Waterloo's expense.

d.) Third Party Claims Process:

The Region of Waterloo's claims process for Third Party claims is to refer the claimant directly to the Contractor and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.

As the Region of Waterloo has a responsibility to the taxpayers, we must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Contractor, either directly by a third party or through the Region of Waterloo shall be promptly investigated by the Contractor (its insurer or adjuster). The Contractor shall make contact with the third party claimant upon receipt of notice of a claim. The Contractor shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing (preferably by a qualified third party adjusting firm), with a copy to the Region of Waterloo, of its position regarding the claim upon completion of this investigation. Such investigation shall be done in a professional manor and reasonable time frame consistent with Insurance Institute of Canada practices. The Contractor shall include in their response the reasons for their position. Should this position not resolve the claim and be accepted by the third party claimant, the Contractor shall immediately report the claim to its Insurer. If the Contractor fails to follow this procedure, the Region of Waterloo may report such claims to the Contractor's insurer.

Nothing herein shall limit the right of the Region of Waterloo to investigate and resolve any such claims notwithstanding the response of the Contractor and/or its Insurer and to seek indemnification from the Contractor or to exercise any other rights under the Contract. (Costs may include but not limited to: adjusting fees, settlement awards, reasonable legal fees, administrative costs, etc.)

The Region of Waterloo may, without breaching this contract, retain from the funds owing to the Contractor an amount that, as between the Region of Waterloo and the Contractor, is equal to the balance in the Region of Waterloo's favour of all outstanding debts, claims or damages, whether or not related to this contract.

5. WORKPLACE SAFETY INSURANCE BOARD

The Vendor must register as an employer or independent operator (as the case may be) with the Workplace Safety and Insurance Board (WSIB). Prior to commencing the Work, the Vendor shall enrol in the WSIB e-Clearance service and provide the Region with a Clearance Certificate Number through the e-Clearance service. The Vendor must maintain its account with the WSIB in good standing throughout the duration of this Agreement, and shall ensure that its e-Clearance is automatically renewed prior to its expiry. At no time may work proceed or continue under this Agreement in the absence of a current Clearance Certificate Number from the WSIB.

6. REGION NOT EMPLOYER

The proponent agrees that the Region of Waterloo is not to be deemed the employer of the proponent nor its personnel under any circumstances whatsoever.

7. INDEMNIFICATION PROVISION

The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Region of Waterloo, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other

proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of the Region of Waterloo, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors.

8. TAXES

With the exception of HST, the successful bidder shall pay government sales taxes, customs duties and excise taxes with respect to the contract and in its bid shall have taken into account all current legislation respecting such taxes and duties.

9. PARKING

The successful bidder shall comply with all parking policies and enforcement if providing services, including delivery, to Regional buildings.

10. ADDITIONS TO CONTRACT

The Region reserves the right to add or delete items not listed herein, but required throughout the year. Those items will automatically become part of the contract and subject to all the same terms and conditions.

The Region reserves the right to add or delete Regional facilities from this contract.

11. PRICING

All prices shall be in Canadian funds and must be inclusive of customs, duty and freight.

12. GOVERNING LAW

This contract shall be governed by and construed in accordance with the Laws of the Province of Ontario.

13. ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS – CONTRACTORS, CONSULTANTS AND SERVICE PROVIDERS

Third party Contractors who deal with the public or other third parties on behalf of the Region of Waterloo, as well as contractors who participate in developing Region of Waterloo policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must comply with the Accessibility for Ontarians With Disabilities Act, 2005 (“AODA”), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07 as well as the Integrated Accessibility Standards, O. Reg. 191/11.

In accordance with the requirements of section 6 of the Accessibility Standards for Customer Service and section 7 of the Integrated Accessibility Standard, contractors shall ensure that all of their employees, agents, volunteers or others for whom they are responsible receive training about the provision of goods and services provided to people with disabilities. The training should include a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation, the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.

Third party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors shall submit to the Region, if requested, documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training is provided and the number of attendees. A link to the [Accessible Customer Service Requirements for Vendors](#) is available on the Region of Waterloo website.

14. DUTY TO NOTIFY

In the event that the Contractor becomes aware of the occurrence of any problem and / or condition which may adversely affect the supply, delivery, installation, cost, functional capability or performance, of the deliverables to be provided, or the ability of the product to conform with the specifications for the term of the contract, then the Contractor shall promptly, and in no event more than two (2) days after becoming aware of same, notify the Region, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit the Region to understand the nature and scope thereof.

15. IMMEDIATE TERMINATION FOR CAUSE

Despite any other provision herein, the Region reserves the right at its exclusive option to immediately terminate this Contract, or part thereof, without further liability of any kind:

- a) For any breach of condition of the Contract by the Contractor;
- b) For failure by the Contractor to meet described performance standards required by the Contract;
- c) For failure by the Contractor to perform the Contract in a timely fashion;
- d) the Contractor does not adhere to the Contract before commencing with provision of the goods
- e) the Contractor fails to commence providing the goods on the commencement date as specified in the Contract
- f) the Region determines reasonably that the Contractor has abandoned provision of the goods; or
- g) For any Act of God event which lasts longer than thirty (30) days.

Additionally, the Contractor shall indemnify and reimburse the Region for all costs, expenses, damages and costs of any kind, including legal fees and expenses and consequential losses arising out of the Contractor's default.

16. DEFAULT BY THE CONTRACTOR

The following shall constitute acts or events of default ("Event of Default") by the Contractor:

- a) the Contractor has failed to observe and perform any of the covenants, obligations or provisions of the Contractor contained in this Contract, as solely determined by the Region;
- b) the Contractor has breached any representation or warranty contained in this Contract or has provided any information either before or after the execution of this Contract which is false or otherwise misleading in any material respect, the determination of which the Region shall be the sole judge;
- c) any formal or informal proceeding for the dissolution of, liquidation of, or winding up of, the affairs of the Contractor is instituted by or against the

- Contractor, or where a resolution is passed or any other act undertaken for the winding up of the Contractor;
- d) the Contractor ceases or threatens to cease to carry on its business, or where the Contractor makes or agrees to make a bulk sale of its assets;
 - e) a receiver, manager or trustee is appointed in respect of the business or assets of the Contractor, or any part of thereof, by a court of competent jurisdiction, or under an agreement;
 - f) the Contractor defaults in payment of any indebtedness or liability to a bank or other lending institution, whether secured or not;
 - g) the Contractor fails to properly and fully perform as specified in this Contract;
 - h) the Contractor fails to remedy defects or deficiencies in the Work after having been given written notice to do so, within the time stipulated in such notice;
 - i) the Contractor fails to hold, comply with and maintain in good standing any insurance policies, certificates of approval, permits, licences or other approvals required by the Contract or commits any acts or omissions that jeopardizes or may jeopardize these policies, certificates of approvals, permits, licences or other approvals;
 - j) the Contractor subcontracts the whole or any part of the Contract, or makes an assignment of the whole or any part of the Contract, without the prior written consent of the Region;
 - k) the Contractor fails or refuses to remedy any unsatisfactory or defective goods or to remove any unsatisfactory or condemned material when so ordered by the Region in writing;
 - l) the Contractor persists in any course in violation or breach of any of the provisions, terms, covenants, agreements, obligations, warranties or representations contained in the Contract after receiving written notice from the Region to correct that violation or breach;
 - m) the Contractor fails to deliver a performance bond renewal as required under this Contract;
 - n) such other acts or events of default of the Contractor identified in the Contract.

17. NOTICE OF DEFAULT

If the Contractor should neglect to provide the services as specified or otherwise fails to comply with the requirements of the Contract, or the event of a minor Event of Default, as determined solely by the Region, the Region may, without prejudice to any other right or remedy the Region may have, notify the Contractor in writing that the Contractor is in default of the Contractor's Contractual obligations and instruct the Contractor to correct the default within TWO (2) business days, or such greater or lesser period of time determined by the Region in its sole discretion, immediately following the receipt of such notice.

If the default cannot be corrected in the TWO (2) business days or other time period specified, the Contractor shall be in compliance with the Region's instructions if the Contractor:

- a) commences the correction of the default within the specified time;
- b) provides the Region with an acceptable schedule for such correction; and
- c) corrects the default in accordance with such schedule.

18. REMEDIES

In the event that the Region proceeds to immediately terminate the Contract, or if the Contractor fails to correct any default to the satisfaction of the Region in the time specified in a written Notice of Default given to the Contractor, or within any other time period subsequently agreed upon in writing, without prejudice to any other right or remedy the Region may have, the Region may do any one or more of the following:

- a) itself correct the default or retain one or more third parties to correct the default, and deduct the cost thereof from any payment then or thereafter due to the Contractor;
- b) itself perform the Contract or any part thereof or retain one or more third parties to perform the Contract or any part thereof, and deduct from any payment then or thereafter due to the Contractor the costs incurred by the Region in excess of the Component Prices for the applicable part of the Work for the period of time and the extent of the Work provided;
- c) suspend the performance of the Contract by the Contractor and either perform the Contractor's obligations under the Contract on a temporary basis itself or retain one or more third parties to perform such obligations on a

temporary basis, and deduct from any payment then or thereafter due to the Contractor the costs incurred by the Region in excess of the component prices for the applicable goods for the period of time and the extent of the Work provided;

- d) suspend all payments to the Contractor;
- e) have recourse to any Performance Security provided by the Contractor, but such recourse shall not preclude the Region from recovering any further amounts, costs, expenses, or other consequential losses or damages incurred by the Region as a result of the default by the Contractor;
- f) terminate the Contractor's right to continue to supply the goods in whole or in part or terminate the Contract;

In case the provision of goods, or any part thereof, is taken out of the hands of the Contractor, as herein provided, it shall in no way affect the relative obligations of the Region and the Contractor, or its surety, hereunder, in respect of the remainder of the provision of goods (if any) as the Region may deem reasonable.

19. SURVIVAL

All obligations of the parties shall expressly, or by their nature, survive termination of the Contract until, and unless, they are fulfilled, or by their nature expire or until the parties mutually agree to a release of the obligation. The Contractor's obligations under the Contract as to quality, correction and warranty of the goods performed by the Contractor at the time of termination shall continue after such termination of the Contract.

The Region's rights to indemnity provided for in these terms and conditions shall survive the termination of this Contract.

20. TERMINATION WITHOUT CAUSE

The Region reserves the right to terminate the Contract, at any time, without cause and without liability, upon a minimum of thirty (30) days written notice to the Contractor.

21. PCI COMPLIANCE:

This section 24 of the Contract shall only apply to a Contractor who in completing the services as required to be completed under this Contract is providing , or contracting with a third party to provide, services that store, process or transmit a

cardholder's payment card data (the "Cardholder Data"), or that can impact the Cardholder's Data (collectively the "Payment Services"). For greater certainty the use of 'cardholder' and 'payment card' in this paragraph shall have the meaning as defined in the Payment Card Industry Data Security Standards. In such case, the Contractor shall comply with the following:

- (a) The Contractor shall in relation to the services delivered under this Contract, comply with, shall have a program in place to assure continued compliance, and cause such compliance of any third party provider of Payment Services that the Contractor has contracted with in relation to all or a portion of the services under this Contract (a "Subcontractor"), with the applicable Payment Card Industry Data Security Standards (the "PCI DSS") published by the PCI Security Standards Council, as the PCI DSS may be amended, supplemented, or replaced from time to time, and as applicable. The Contractor shall keep itself apprised of the current version of the PCI DSS, published by the PCI Security Standards Council from time-to-time.
- (b) The Contractor accepts responsibility for the security of any Cardholder Data used by them, obtained by them or which can be impacted through the services provided by the Contractor pursuant to this Contract, including but not limited to such Cardholder Data obtained by a Subcontractor.
- (c) The Contractor shall report in writing to the Region, proof of compliance with the applicable PCI DSS at a minimum annually during the term of this Contract, and on dates as further requested by the Region with the Region acting reasonably, in a form satisfactory to the Region, with the Region acting reasonably with regard to such satisfactory form. Acceptable forms to demonstrate the Contractor's PCI DSS compliance may include, but not be limited to a current Attestation of Compliance, if applicable, (the "AOC") executed by an authorized signing party of the Contractor and sent to the Region within ten (10) business days of execution of such AOC.
- (d) If the Contractor becomes aware that the Contractor or its Subcontractors are not, or will not likely be in compliance with the applicable portions of the PCI DSS for any reason whatsoever, the Contractor shall forthwith provide notice in writing to the Region of the non-compliance or likely non-compliance along with a remediation plan outlining how the Contractor shall meet compliance with the applicable portions of the PCI DSS (the "Remediation Plan"). The Region may also, should it have knowledge of or suspect PCI DSS non-compliance by the Contractor or one of its Subcontractors, in its sole discretion, decide to conduct

an audit of the Contractor and its PCI DSS compliance requirements related to the services to be performed pursuant to this Contract (the “Audit”), and depending on the result of such Audit, may request that the Contractor complete a Remediation Plan. If a Remediation Plan and/or Audit required under this s. 24(d) are unsatisfactory to the Region, with such satisfaction to be in the Region’s discretion, such event shall be considered a material breach of this Contract and the Region may terminate the Contract for cause pursuant to s.18 of this Contract.

- (e) For greater clarity, the Contractor’s failure to comply with this s. 24(a), (b) (c) or (d) shall be considered a material breach of this Contract and the Region may terminate the Contract for cause pursuant to s.18 of this Contract.

SECTION C
SCOPE OF WORK

1 ORGANIZATIONAL OVERVIEW

1.1 Region of Waterloo

The Region of Waterloo was officially established in 1973 replacing the former County of Waterloo. The new Regional government was empowered to coordinate planning, to overcome duplication of services, to provide a fair and equal standard of physical and human services, and to protect the citizens of the Region.

As an upper tier municipality, Region provides services for citizens across the metropolitan area of Southern Ontario, Canada. The Region contains the Cities of Cambridge, Kitchener and Waterloo (KWC or Tri-Cities), and the townships of North Dumfries, Wellesley, Wilmot, and Woolwich. The Region employs approximately 3,500 staff across seven departments;

- Office of the CAO
- Community Services
- Corporate Services
- Engineering and Environmental Services
- Human Resources and Citizen Service
- Planning, Development and Legislative Services
- Public Health and Emergency Services
- Transportation Services

For additional information please visit the Region website:

<https://www.regionofwaterloo.ca/>

1.2 Development Planning Service Overview

The development review process is regulated by the Ontario Planning Act. It is important to note that the Region operates in a two-tier planning environment. The Region is responsible for development approvals of the application types listed below, except for where authority has been delegated to the City of Kitchener for Subdivision and Condominium Applications.

- Plans of Subdivision
- Plans of Condominium

- Official Plan Amendments

Additionally, the following types of applications are originated in the area municipalities and circulated to the Region for review and comment with respect to Regional and / or Provincial interests (e.g., land use compatibility, proximity to Regional Road, etc.)

- Site Plan
- Consent
- Minor Variance
- Zoning By-law Amendment

The Region received and processed approximately 1,000 development applications in 2021. The following table shows the breakdown by application type:

Application Type	Total Received in 2021
Plan of Subdivision	11
Plan of Condominium	34
Official Plan Amendment	28
Zoning By-law Amendment	66
Consent Application	224
Site Plan Application	344
Regional Road Access Permit	56
Pre-Submission Application	228
All Applications	991

It is important to note that almost always, Subdivision and Condominium applications are combined with another type of application (e.g., a zoning by-law amendment, official plan amendment) when received. Therefore, with the delegated authority, a specific application could be received by the Region while a related different type of application is received by a local municipality. This nuance needs to be managed in a way that all

related applications are easily identified in the system irrespective of the original receiving agency.

Another important aspect of the development approval process is the application circulation to various agencies for their review and input. Applications received by the Region will be circulated to various agencies such as School Boards, the Ministry of Transportation, the Conservation Authority, area municipalities, etc. Public consultation and notification is also required for certain types of applications. Typically, the area municipality is responsible for providing public notice and holding the statutory public meeting. Due to the collaborative nature of the development approval process, it is necessary that all parties work together seamlessly to service the customers.

In addition to the applications received from area municipalities, the Region also requires access to building permit (BP) information. The BP information originating from each area municipality is used by the Region at two specific occasions: To calculate development charges at the beginning of the BP process and to determine the progress of development for projections and servicing needs. It is important to develop a common data exchange platform that allows this information to be shared between the area municipalities and the Region.

A detailed list of business requirements is provided in Appendix A – Detailed Requirements Response (MS Excel).

2 CURRENT SITUATION

2.1 Region of Waterloo Systems

Today, multiple disparate business systems are in use by the various stakeholders involved in the development application tracking process within the Region.

The DAD (Development Applications Database) is the main tracking database used in the Planning department along with email, DOCS (the corporate electronic document management system), Excel tracking sheets, physical files, GIS-based tracking system and various other methods. Some business units involved in the development tracking process have created their own solutions and workflows for managing the process. The current state is not sustainable. There is duplication of data and effort by Region staff. Reporting and data analysis is a challenge due to multiple systems and manual processing of applications.

1. The **Development Applications Database (DAD)**. This Access database was developed in-house and is used by the Planning department to track development planning applications, to record and report on development activity. The DAD system records various attributes of a development application including its status. The data from DAD should be transferred to the new DTS and DAD should be decommissioned as part of the implementation of the new DTS. The DAD system was not designed to be a workflow automation tool. Currently, this system is primarily used to track the major milestones of development applications. The system tracks the following application types: Consents, Condominiums, Subdivisions, Zoning and Official Plan Amendments.

The Corridor Planning team currently re-circulates the development planning applications to their internal staff via e-mail. Corridor Planning staff decide whom applications should be circulated to, within the team, and receives all feedback through email. This functionality should be incorporated within the new DTS and any email circulations and consolidation of comments by the Corridor Planning team should be tracked within the DTS.
2. **PermitCentral**: system used by the Transportation Services department is developed by Transnomis Solutions Inc. The system is used for roads-related permits such as oversize loads, road occupancy, etc. Road closure information is tracked in the system and shared with the public on the Region's website. This permit management system has a public-facing self-service feature and online payments built into it. Applicants can submit a permit request, attach relevant documents and make the payment, all using this online system.
3. **Water Services GIS Solution** is developed in-house and used by the Water Services department to track development planning applications related to servicing. Applications received by Water Services are duplicated in the GIS system. Staff comments and status updates are maintained in the GIS system and the consolidated comments are sent back to Community Planning via email. This current process has duplication of information which should be eliminated by the new Development Tracking System. The digital workflows, circulation, document management, GIS integration and commenting features of the Development Tracking system should be able to provide a one-stop-shop for all stakeholders of the development approval process.

There can be other similar mechanisms used by other internal departments to track tasks related to development applications. The new DTS should replace those sub-systems and incorporate the tasks within a single DTS.

There are multiple occasions where development tracking information is duplicated in multiple systems. Due to this reason, there is no official single source of truth about

development applications stored and accessible in one central location, available and accessible to all stakeholders to share common information and manage processes in a coordinated way.

2.2 Area Municipal Systems

The area municipalities use their own tracking systems to manage the development approvals process:

- The AMANDA system is used by the three large area municipalities (Cambridge, Kitchener and Waterloo) to track building permits; two out of the three are also using AMANDA for Planning applications;
- The Township of Wilmot has implemented the CityWide system to track their building permits

Area Municipality	Building Permit Software
North Dumfries	Keystone Computer Resources
Wellesley	CloudPermit
Wilmot	CityWide
Woolwich	CityView

- The remaining area municipalities use a mix of Excel and manual systems to track Planning applications
- Most of the smaller municipalities may be willing to use a Regional system that allow them to track their applications in the future
- Most municipalities use GIS, document management systems and network drives to support the tracking of development applications
- The City of Cambridge currently uses electronic circulations and is also using a public portal to allow for customers to apply online for some application types

2.3 Integration/Interfacing

In addition to replacing current systems, the Region seeks to integrate or interface some of their current systems with the new DTS. These are some of the existing systems with potential for integration:

System	Function	Vendor
Oracle E-Business Suite 12.2.9	ERP	Oracle
eDocs 16.5	Electronic document management system	OpenText
ArcGIS Suite, AGOL	GIS	ESRI
Regional website	Content management system	eSolutions / GHD
M365	Office Tools	Microsoft
Active Directory	Single Sign On	Microsoft
Chase Paymentech	Payment processing services	JP Morgan Chase & Co.

3 VISION FOR FUTURE

The Region’s vision is to be a leader in providing high-quality citizen services and supporting the well-being of the people in the community. As part of this vision, we are seeking to implement an integrated digital development tracking solution focused on achieving the following goals:

1. Reduce average elapsed time to process applications by 25%.
2. Reduce the administration time spent by Planning staff on processing planning applications by 50% (using templated documents, tracking responses, GIS based advice analysis /alerts, online collaboration, etc.).
3. Increase number of applications submitted online to 100% of all applications.
4. Reduce planning status inquiries / contacts by applicant or agent to Planner by 50%.

5. Reduce paper storage costs by 20% and paper use / costs by 50%.
6. Increase customer/applicant satisfaction by 50% .
7. Ability for near-real-time reporting through dashboards, KPIS, and maps-based data visualizations
8. Reduce the number of delayed responses from application reviewers by 75%.

The vision is to implement a digital development tracking system that can satisfy the requirements of all stakeholders in the development approvals process – including all contributing departments of the Region, applicants, municipal partners, public and commenting agencies.

This is not a system just for the Planning department – it is a system that all departments will use to review proposals and will provide a comprehensive view of development and development potential in the Region.

4 OVERVIEW OF SOLUTION REQUIREMENTS

The high-level requirement of a DTS is to use industry best practices to automate and digitize the entire development approval process. New and innovative technologies and technological capabilities are welcome to solve the existing challenges of the current state. The Region is seeking the proponents to think outside the box to come up with the best combination of processes and technologies to meet the requirements of the Region and its customers.

Once fully implemented, applicants should be able to apply, pay, check status, submit documents, drawings and large files, update or provide additional supporting documents, communicate and collaborate through a secure online portal. Commenting agencies should be able to receive new applications from the Region for commenting via a secure online process and provide their comments to the Region seamlessly using an electronic channel. The comments should be automatically inserted into the back-office system without human intervention. The public should have access to development applications and related documents and status automatically through the Region's website. The Region should be able to identify the data elements and files that should be made available to public. Internal staff should be able to track and process all applications digitally without having to maintain other sub-systems on paper or other tracking mechanisms.

Overall, the digital experience should be seamless to all participants of the review process.

The following list provides high-level capabilities and functions expected in the DTS. Details and a breakdown of each of these functions are provided in Appendix A.

1. Ability to record pre-submission consultation requests / meetings
2. Ability to track multiple application types
3. Ability to automatically generate numbers. E.g. Unique application file numbers
4. 4. Ability to track basic application data (tombstone data).
5. Ability to track application phases, including a geographic record for phases and re-submissions
6. Ability to track relationships between Applications
7. Ability to assign and track people related to the application from a central people database
8. Ability to calculate and process fees
9. Ability to track application units and measures
10. Ability to track application status
11. Full GIS integration
12. Attachments
13. Drawing management
14. Dates, milestones, tasks and workflows
15. Correspondence tracking
16. Reminders and notifications
17. Circulations and commenting
19. Pre-conditions, conditions and clearances tracking
20. Agreements tracking and management
21. Appeals tracking

22. Ability to generate dynamic documents based on templates and data stored in the database (e.g., application acknowledgement letter (or email), letters to applicant, security receipt, financial request, compliance letter)
23. Query / Search
24. Reporting/Dashboarding capabilities
25. Building permits
26. Securities, reductions and releases – development approvals
27. Custom data fields to track unique requirements of the Region approval process
28. Insurance
29. Development charges
30. Handle development related concessions and exemptions
31. Online customer portal capabilities
32. Commenting agency access
33. Area municipality access
34. Public access
35. Area Municipality data flow
36. The availability of a public/private API
37. Manage property data
38. Historical data import (ETL capability)
39. Compliance with other industry standards
40. Security and access controls

5 OVERVIEW OF IMPLEMENTATION NEEDS

The Region requires a phased approach to the implementation of a full solution.

The current thought is to establish the core features and functions of the system internally first, before expanding to customers and the public in the second phase, and

then expanding into integration and broader use of the system across the Region and with area municipalities in a third phase.

The high-level expectations for the phases are:

Table 1: Potential Implementation Phasing

Phase 1 (Year 1)	Phase 2 (Year 2)	Phase 3 (Year 3 / Post Implementation)
Core system installation and historical data migration	Customer secure portal with self-service application entry and fee payment	Building permit data integration with area municipalities
New application intake with fees, attachments, applicant information tombstone data	Customer self-service application status checking	<i>Offer of development tracking system features to area municipalities</i>
GIS integration	Public portal	
Core document generation and circulations		
Access to all internal and external consultees for application review and online commenting		

This would mean that at the conclusion of Phase 1, the Region would have:

- A single master record for all development applications processed by the Region
- Automated (and auditable) fee calculations and payment processing
- Digital workflows to simplify and automate task and process management, including notifications and escalations when timelines are exceeding recommended timelines
- Automated letter, report and map generation
- Online circulations and comments from departments and agencies
- Digital markup and Electronic Plans Review (EPR)
- Performance reporting – KPIs
- Data analysis of development trends
- Decommissioning of several standalone solutions

At the conclusion of Phase 2, the Region would have:

- An online portal for the submission of applications, documents, drawings and revisions

- An online portal that provides process status transparency for customers (applicants) allowing them to see the status of activity on the application
- An online public portal that provides the public with information about development approvals activity in the Region.

At the conclusion of Phase 3, the Region would have:

- A streamlined process for tracking development build-out in real-time, through the implementation of automated building permit interfaces
- An optional expansion of the Development Tracking System to area municipalities who might like to take advantage of the Region's system's features and capabilities.

The above phases are a potential approach. The proponents may propose a different approach with different modules implemented at each phase based on best practices and past experience.

5.1 Phase 1 Special Requirement

The Region has an initial budget of \$1.5 million that includes provincial funding and Council approved capital. This budget is available to be used in initial phases of the project. The Region would like to know the amount of work that can be completed within this budget. It is mandatory that all respondents identify this in their proposal. The Region is anticipating that the total implementation will require additional funding and the Region will be presenting future budget requests for the Council approval accordingly. While the expectation is to implement the complete solution in three years or less, the Region is requesting that proponents identify which modules or parts of the solution can be implemented within an initial budget of \$1.5 million. Each proponent is required to identify the implementation plan and phases including the modules included in each phase, cost for each phase and the outcomes that the Region can expect at the end of each phase.

5.2 Implementation Team

The Region is seeking an experienced implementation team with whom to develop a long-term partnership. The team should have both technical experience with the selected technology platform, as well as business knowledge. The implementation team should be able to bring best practices and insights from other similar implementations. The team should have strong project management, business analysis, process improvement, change management and service transformation expertise. The proposed team must be retained for the entire implementation unless requested or agreed by the Region.

The implementation plan should indicate the Regional staff requirements including their skills and the number of staff for each phase.

5.3 Technology Preferences

The Region does not have a preference to hosted or on-premise deployment. In case of an on-premise deployment, the proponent is required to identify the infrastructure requirements.

The Region's IT standards are provided in Appendix C.

SECTION D
Schedule of Prices

SECTION D – SCHEDULE OF PRICES

COST PROPOSAL

All proponents are required to submit their cost proposal as one upload as directed in the proposal.

Submitted By: _____

(Company Name)

I/We the undersigned do hereby acknowledge and offer to supply the requirements, services or perform the work as defined within the Instructions for Proponents, General Terms and Conditions, Service Agreement Terms and Conditions, Specifications, and Addenda of this Negotiated Request for Proposal, incorporated herein in full by reference and including any supplementary terms and conditions as set out herein

Pricing Submission

Appendix B—Pricing Template has been provided as a portion of the online procurement package on Bids and Tenders. Proponents are to review the instructions online and fill out the form accordingly.

User Volumes for Solution Pricing

Type of User	Number of Users
Daily users (E.g. Planning staff)	50
Occasional users of the system (E.g. Departmental Commentors)	30
External Agency users	20
Read Only users (E.g. Management staff)	25
External Authenticated Users (E.g. Applicants, Customers, Consultants, Developers etc.)	Unlimited
External Public Users (Unauthenticated public access)	Unlimited

All prices must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.

Unit-based Solution pricing should include description of the units and the price per unit.

Proponents are encouraged to include estimating assumptions.

The pricing should be broken down to detail levels E.g.:

Implementation costs	# of Days	Rate	Total Cost	Year/Phase
Systems installation				
Systems configuration				
Data Transfer				
Project Management				
Software: one-time cost				
Etc.				

Product costs	# of Licenses	Rate	Total Cost	Year/Phase
Product 1 – Module 1				
Product 1 – Module 2				
Product 1 – Module 3				
Product 2 – Module 1				
Etc.				
Sub Total 1			XXXX.XX	

It is mandatory that the proponent identify the modules and parts of the project that can be delivered within the initial budget of \$1.5 million.

In addition to the one-time implementation cost, the proponent is also required to provide the ongoing maintenance/subscription costs.

The ongoing maintenance/subscription cost is required for a 5 year contract period from the end of the implementation. The following details should be provided.

Cost Item	During Implementation			Post Implementation				
	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Year 8 Cost
Item 1								
Item 2								
Etc.								
Annual Totals	X1.xx	X2.xx	X3.xx	X4.xx	X5.xx	X6.xx	X7.xx	X8.xx
Sub Total 2	Sum of Annual Totals (X1 to X8)							

The Total Cost of Ownership will be used to evaluate the Cost Proposal of the proponent.

Total Cost of Ownership = Sub Total 1 + Sub Total 2

Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, disbursements and expenses, all freight and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

As stated in Section A, 20 Evaluation Criteria, Evaluation and Award, pricing submissions based on the NRFP document and requirements will be evaluated for Shortlisted Proponents when determining the Top-Ranked Proponents list.

Including Price Information in **any** file other than Appendix B Pricing Template **will** result in rejection of submission.

Appendix A

Detailed Requirements Response (MS Excel)
(to be downloaded as a separate document)

Appendix B
Pricing Submission (Online)
(to be downloaded as a separate document)

Appendix C

IT Standards

The Information Technology Services Division of the Regional Municipality of Waterloo has the mandate to ensure all of the data and systems used by the Region and its employees are managed in a secure, robust and effective way. Adherence to these standards by the ITS division itself, all other employees of the Region and all partners the Region works with, whether paid or unpaid, ensures we are able to meet this mandate.

1. GIS

ESRI ARCGIS version 10.7.1 or greater – The Region has an Enterprise License Agreement providing access to the suite of GIS desktop and server software including ArcSDE (data management) and ArcGIS Server (for creating and delivering GIS web applications and web services). ALL corporate

GIS data must be created and stored in the Corporate ArcSDE data warehouse. The Region also has access to applications available through ArcGIS Online and ArcGIS Portal.

An ELA with VertiGIS (Geocortex) allows for the creation of corporate or public custom-made, interactive GIS web applications. This software also has extensions for some major software solutions providing key integration.

Any new GIS dataset along with the proper metadata will be provided to the Corporate GIS Team in Information Technology Services. The data should be provided in a file geodatabase format. The projection should be UTM Zone 17 NAD83. The Regional standard for metadata is FGDC CSDGM.

2. Database

Proposed solutions must meet one of the Regions minimum standards for a Database platform.

The Regional database infrastructure leverages both of the following database management systems (DBMS):

- SQL Server 2017 (Enterprise Edition) – 2 node High Availability Failover Cluster, Windows Server 2019 and an offsite 3rd node acting as a SQL always on replica.
- Oracle 12c R1 Version 12.1.0.2.0 64 Bit (Enterprise Edition) on 2 Nodes Real Application Cluster ('RAC'), on Oracle Database Appliance X5-2, Oracle Linux Server 6.9

Solutions must provide at least one additional database environment for testing purposes.

Release notes will include advance notice of any structural changes to the database.

For externally hosted databases, escrow agreements must be in place to guarantee that the Region will be able to re-create and host a database environment that is current in structure and data content.

3. Desktop Software Co-existence

Any required application software shall operate on our Standard Desktop suite of applications without considerable impact or reconfiguration of other software. This suite consists of the following application:

- Microsoft Office Pro Plus 2016 or Microsoft/Office 365 including Teams
- Oracle Client version 12c
- Adobe Acrobat Reader DC (current version)
- Adobe Acrobat DC 2017 Professional and Standard
- Google Chrome and Microsoft Edge Chromium (current versions)
- Microsoft Active Directory
- OpenText eDOCS DM 16

Other applications which may require integration during the implementation include, but are not limited to the following applications:

- Oracle Financials R12.2.9
- Verint Systems 15.4.2
- Microsoft Exchange 2016
- VMware Horizon 5.3
- FortiClient 6.4.x

4. Client Equipment (Desktop\Laptop)

The Region has a five-and-a-half-year renewal cycle for desktops and laptops so a system that will run on a five or six-year-old machine is preferable. As of 2020 the lowest level PC in operation is an Amsdell LXD-MPD Dual Core (2.8 GHz) 4 GB RAM 80 GB Hard Drive and HP Probook 430 G2 i3, 8

GB RAM, 500 GB Hard Drive and HP Probook 650 G1, i5, 8 GB RAM 500 GB Hard Drive and the newest machines being purchased are at least Intel i5 (7th Generation) with 8 GB RAM, 256 SSD

The Region's workstation standard OS is currently Microsoft Windows 10 Enterprise (64bit) – currently OS build: 1803.

Applications that can operate in a thin client environment are preferred. (i.e. VMware Horizon VDI or AppStacks)

The Region's minimum video standards are 1024x768 resolution (16-bit colour) and general maximum resolution is 1920 x1080 (32-bit colour). All Region PCs are equipped with a sound card and speakers however applications involving sound are generally not preferred.

5. Server Operating System (O/S)

All new applications implemented shall be certified to operate within the current release of the Region of Waterloo's standard server O/S, Microsoft Windows Server 2016 Server / Microsoft Windows Server 2019 (64 bit) servers.

The Region of Waterloo ensures that systems are kept current with critical security patches. The Bidder should ensure that the proposed system will continue to work as intended with Microsoft Windows updates activated.

If an application cannot meet these standards the bidder needs to provide the equipment and a support agreement that covers equipment and security maintenance.

Bidders shall support the operation of the application in an ESXi 6.5 or higher virtual server environment with VMWare vSphere 6.5 or higher, or provide a Regionally acceptable alternative.

The application/system should be capable of being installed on Region of Waterloo infrastructure.

Linux Operating System (Oracle Enterprise Linux, RedHat Linux v7, CentOS Linux v7)

6. Communication / Network

Standard TCP/IP protocol and standard Ethernet interfaces must be used for all network (LAN) connections

Network infrastructure must be capable of providing 1Gb minimum with 10Gb or 40Gb performance options.

CAT6 minimum cabling standard protected by closed tray, conduit, or both end-to-end.

For longer connection the Region prefers using single mode fiber, and for internal connections multi-mode fibre. All fibre must be protected by closed tray, conduit, or both end-to-end.

Region's current standard for network switch hardware is HPE Aruba and Fortinet.

Region's current standard for wireless hardware is Fortinet. Wireless access points must support 802.11a/b/g/n/ac. Wireless access points should be able to be added into the existing Regional Fortinet Wireless Controllers and infrastructure through appropriate additions to hardware and licensing.

Third party direct access to The Region's network is prohibited through any non-approved wireless access points, switches and routers. If required, all traffic to the Region's network must be segregated using an approved firewall/VPN.

The Region uses Cradlepoint cellular modems for WAN and VPN connectivity. Any access to Regional networks via cellular will be performed using the Region approved and secured modem.

7. Storage Environments

The Region uses the following types of storage:

- Dell EMC SAN technologies
- VMWare vSAN
- Direct Access file storage
- Network-attached storage (NAS)
- JBOD

Vendors should provide estimated capacity requirements for installation and the first year plus growth capacity estimates for the next 5 years.

8. Backup

Applications that require specialized backup tools that cannot be automated and electronically monitored will not be acceptable. The Region uses the Veeam Availability Suite v10 or higher. All

Regional applications should be capable of being backed up while in use. Database backups are performed in a scheduled automated manner using standard database backup methodologies. Standard database backup policies are in place and include, incremental, a weekly full, and, daily differential and hourly transaction log for Databases.

9. Application Reporting Tools

The Region supports a variety of reporting tools, including Crystal Reports, Power BI, and SRSS. Solutions should allow for the creation of user-defined report, and data exportability through standard formats. Bidders shall state the limitations on what information may or may not be exported through these means.

10. Hosting by External Party

Hosted solutions should maintain all data in a certified ISO27001/27017, SOC2 Type 2 datacentre located within North America (preferably within Canada). Attestations for these certifications should be available upon request. In a fully managed solution the bidders who hold a SOC2 Type 2 in their Managed Services are preferred. All data is to remain property of the Region of Waterloo, must be available through both direct and indirect processes, must be secure, should be available 99.99% of the time, should have disaster recovery processes in place and should have fully redundant backup copies including processes to ensure business continuity. By no means should any Region of Waterloo data be shared with another party without the expressed approval of the Region.

The Region requires the ability to bring the data back to the Region with verification that all external copies have been destroyed.

11. Mobile Application

Mobile-compatible applications should be developed using Responsive web design to allow for resizing and reorganization of data based on the viewing hardware device (PC, laptop, tablet, phone, other).

Mobile applications are expected to conform to the guidelines laid out by the W3C at: <http://www.w3.org/Mobile/mobile-web-app-state/>. Additionally, mobile applications are expected to

accommodate the Region of Waterloo branding, pass vulnerability assessments, and to be maintainable during the period it remains published.

12. Software Development Tools

Region's preferred development toolkit includes:

- Microsoft .NET 4.8 or greater
- ASP.NET MVC, C#
- jQuery, BootStrap

Applications hosted on premise are preferred to be on our redundant IIS WebFarm. Sites will need to support encrypted SSL connections. Applications should specify if they will need to be externally exposed and should provide a topography of how they interact across the network.

13. Application Integration

Where integration to an application or system is required and authorized by vendor:

- Integrating using REST API is preferable
- API requirements for integrating:
 - The API has a valid descriptor document
 - API descriptor document endpoint is accessible
 - API accepts basic or extended authentication
 - API Supports CRUD operations
- Integration via Web Services using SOAP is acceptable

- Client-based RPC are standard in the case of thick-client software
- Access to all data incorporated with vendor supplied data dictionaries and ERDs would be required when applicable.
- The Region does not support a specific Enterprise Service Bus (ESB) architecture.
- Point-to-point may be considered if no other standardized methods are available.
- The Region does not support the implementation of deprecated technologies for newly acquired solutions.

14. Disaster Recovery

All New Regional systems need to consider and provide an IT Disaster Recovery (DR) Plan that includes a system architecture diagram with the disaster recovery components and the recovery procedures. As part of the DR plan both the Recovery Time and Recovery Point Objectives need to be stated. The following provides a list of what should be in the DR Plan:

- System Architecture diagram with DR components
- Recommended Recovery procedures in the event of a disaster
- Recovery Time Objective: The maximum time required to recovery the system
- Recovery Point Objective: The maximum amount of time of lost data
- Recommended backup schedule for, Data, Application software, Application and Server configurations, and static tables/files

All Enterprise and program area critical systems and any system required on a 24/7 basis should consider an architecture that provides a recovery time that meets Region requirements in the event of

a major outage or disaster. These systems should consider some form of High Availability solution. Potential solutions could include but are not limited to the following:

- High Availability (Active/Active or Clustered automatic failover servers)
- Clustered failover servers at 2 or more sites
- Standby DR servers located in a secondary site
- A Cloud recovery option

15. Regulatory and Legislative

All New Regional systems will comply with all current, *applicable* regulatory and legislative requirements that could include:

- The Personal Information Protection and Electronic Documents Act (PIPEDA)
- The Accessibility for Ontarians with Disabilities Act (AODA)
- Payment Card Industry Data Security Standard (PCI DSS)
- Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
- Personal Health Information Protection Act (PHIPA)

Applications will also be subject to internal controls/assessments prior to implementation. These may include:

- Threat Risk Assessment (TRA)
- Privacy Impact Assessment (PIA); in collaboration with Information Management & Privacy (IM&P)