



THE CORPORATION OF THE TOWN OF MARKHAM
101 Town Centre Boulevard
Markham, Ontario
L3R 9W3

**Request for Proposal
077-R-07
Joint Portal Project
(Portal Hardware, Software and Services)**

CLOSING DATE: ?????, 2007 10:00:00 a.m. local time
COMPULSORY SITE MEETING: N/A
TECHNICAL INQUIRIES:
905-477-7000, Ext.
CONTRACTUAL INQUIRIES: Alex Moore,
905-475-4711,
DOCUMENT PICK-UP: Contact Centre, Tel: 905-477-7000, Ext. 2140

Questions:

All questions and correspondence regarding this RFP should be in written format.
Please e-mail your questions and correspondence to:
Joint_portal@markham.ca

Bid Submission:

All bids must be submitted to the Town Clerk, Clerks' Department, Town of Markham, Main Level, 101 Town Centre Boulevard, Markham, Ontario, no later than the specified closing date and time. Late bids will not be accepted and will be returned unopened.

Document Pick-Up:

The official bid document must be obtained C.O.D. (cash on delivery) at **\$25.00 CDN** per package through the Contact Centre, Unionville Entrance, Main Level, 101 Town Centre Boulevard, Markham, ON. The non-refundable bid document fee is payable in cash or cheque to The Corporation of the Town of Markham.

If a courier is picking up the document, the courier must identify the following at the time of pick-up:

1. Project No. and Description
2. Bidder's company name
3. Bidder's Contact Name
4. Bidder's Phone Number

Award Results:

The award results are posted on the Town's web page www.markham.ca. Click on Bidding Opportunities

Purchasing ByLaw # 2004-341 (19-Pages) and General Terms and Conditions dated July 21, 2006, Version 4 (16-Pages):

077-R-06 Joint Portal Project

(Portal Hardware, Software and Services)

- Refer to: <http://www.markham.ca/markham/channels/finserv/purchg/bidopp.htm>

OVERVIEW

Definition: Clients means all municipalities in York Region participating in the joint portal project

The Clients invite proposals from qualified vendors for the Joint Portal Project (JPP).

The solution will include hardware, software and services to deliver a portal solution for the Clients.

TABLE OF CONTENTS	Page #
Submission Requirements	3
Bid Form	4
Reference and Subcontractor List	5
Evaluation Criteria/Selection Process	6
Proposal Requirements	7 – 8
Project Description/Scope	9 – 10
Proposal Preparation Instructions	11 – 13
Software Licensing	13
Project Plan	14 – 22
Project Organization	23 – 24
Detailed Bid Form	25 – 30
Terms of Reference	31 - 35
Submission Label	Attached
Notice of No-Bid Form	Attached

SUBMISSION REQUIREMENTS

Bids, executed and signed on the forms provided, must be submitted in a sealed envelope with the provided “submission label” affixed to the outside of the envelope. The submission label should clearly identify the Bid number and Project Description.

This checklist together with all mandatory documents must be completed and inserted at the very front of your submission, in the same order and complete with numerical tabs corresponding to the item numbers listed below.

Bids submitted without the required documents and acknowledgements where marked mandatory may be disqualified. These provisions are included for the benefit and protection of the Town and may be waived or exercised at the sole discretion of the Town.

The Town of Markham is committed to buying environmentally sustainable solutions. Please consider this initiative when submitting your proposal.

	Proposals to be submitted as follows: <u>Seven copies</u> (the original marked <u>MASTER</u> and others marked <u>COPY</u>)		
	Description of Submission Requirements	Mandatory	Initial by Bidder to confirm submission
1	Submission Requirements Form	Yes	
2	Bid Form(s)	Yes	
3	List of References and Sub consultant List	Yes	
4	Implementation Schedule	Yes	
5	Executive Summary	Yes	
6	Company Profile	Yes	
7	Vendor Experience and Qualification	Yes	
8	Resumes of proposed individuals	Yes	
9	Methodology	Yes	
10	Recommended Methodology	Yes	
11	Prior Portal Implementation - Lessons Learned	Yes	
12	Quality Control Process	Yes	
13	Project Deliverables	Yes	
14	Proposed Solution Deliverables “Compliance with Requirements”	Yes	
15	Schedule	Yes	
16	Preferred Licensing arrangements	Yes	
17	Technical Project Management Team (Profile/Experience)	Yes	
18	Proposal Assumptions	Yes	
19	Other information – Additional	Yes	
20	Acknowledgement of Receipt of Addendum (If Applicable)	Yes	Addendum #:

Please confirm that you have provided the Town with the mandatory documents by initialling the “YES” box before signing this form.

Company Name

Authorized Signing Officer’s Signature

Print Name

THIS DOCUMENT MUST BE SIGNED TO BE A VALID BID

BID FORM

The Bidder agrees that the awarding of a Contract based on this Quotation shall constitute an acceptance of this Quotation. This Quotation, General Terms and Conditions, the Purchasing By-Law and the successful proponent's submission shall represent the agreement between the Town and the Bidder when a purchase order is issued.

The undersigned by this quote, agrees to provide all necessary labour, material and equipment necessary to complete the work or provide goods and services as applicable and as per the work described in this Quotation for the quoted price on the Bid Form(s) and agrees to carry out the provisions of this Quotation in accordance with the terms thereof.

The Bidder, by signing this Bid Form, acknowledges the following:

- this quotation is made without any connection, knowledge, comparison of figures or arrangements with any other firm, company or person putting forward a response to the same quotation for the same work and is in all respects fair and without collusion or fraud,
- further declare that all information stated in response to this quotation is in all respects fair and true,
- further declare that no member of the Town of Markham Council, or any Town employee, is or will become interested directly or indirectly as a contracting party or in the performance of the Contract.

PRICE SUMMARY

Price (Transferred from Page 29)	\$
PST (If Applicable)	\$
GST	\$
Total	\$

The Clients will pay for the solution in accordance with the payment schedule outlined in the agreement for which details will be provided to the successful Vendor. The Vendor shall acknowledge that this is acceptable.

All prices shall be net and firm including shipping, duties, tariffs, imports, customs, and any other charges. Federal Goods and Services Tax (GST) and Provincial Sales Tax (PSI), where applicable, must be shown separately. All prices shall be denoted in Canadian dollars.

1. Prices MUST be guaranteed until final completion of the contract. The evaluation of the bid prices will be based on the best value to the Town.
2. Bids shall be irrevocable and valid for acceptance by the Town for a period of NINETY (90) business days from the closing date of the Quotation.
3. Payment Terms: _____% discount net 15 days or net 30 days

Name of Firm: _____

Address: _____

City/Town/Postal Code _____ GST Registration #: _____

Signature: _____ Name: _____

(I have authority to bind the Corporation) _____ Print Name

Title: _____

Telephone Number: _____ Date: _____

Facsimile Number: _____ Email: _____

REFERENCE AND SUB-CONSULTANT LIST

REFERENCE LIST

List 3 references of past projects of similar size and scope from the last 5 years.

Separate Attachment: Yes__ No: ____

	Company Name /Address	Contact Person and Phone No. /Email	Contract Value	Description of Work (Including Scope)	Beginning / End Date	Team Members & Time spent
1						
2						
3						

Note: Reference checks may not be limited to those supplied by the Bidder. The Town reserves the right not to award to the lowest priced bidder whose reference checks do not provide proof of their satisfactory performance and/or qualifications.

RELEVANT SUB-CONSULTANT LIST. Separate Attachment: Yes__ No: ____

	Company Name	Address	Contact Person and Phone No.	Description of Sub-Consultant's Work
1				
2				
3				

Company Name

Authorized Signing Officer's Signature

Print Name

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission as well as any additional information provided during subsequent communications with the Respondent. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Town's User Departments and facilitated by staff from the Purchasing Department.

Evaluation Criteria

In recognition of the importance of the procedure by which a Respondent may be selected, the following criteria outlines the primary considerations to be used in the evaluation and consequent awarding of this project:

Proposals meeting the mandatory criteria will be assessed against the following criteria. The Town reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria. The Town reserves the right to negotiate with the highest ranked proponent.

Evaluation Criteria	Weight
1. Past experience of consulting firm	20%
2. Qualifications of lead Consultant and Project Team	20%
3. Project Delivery	30%
4. Price	30%
Grand Total	100%

Selection of a proposal(s) will be based on all the above criteria (but not solely limited to the above) and any other relevant information provided by the Respondent(s). The Town reserves the right to prioritize and change the weight of the evaluation criteria.

All proposals are to be submitted on the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract nor shall it create any obligation on the Town to enter into further discussions.

The Town reserves the right to conduct references on the proponents, the results of which may affect the award decision. Reference checks may not be limited to those supplied by the Bidder.

- o Vendors shall submit an electronic copy in MS Word or Adobe PDF to:

An e-mail acknowledgement of receipt will be sent in response to your proposal submission.

Vendors are asked to not communicate directly with York Region and/or Markham concerning this project.

- o All submissions become the property of The Clients and will not be returned. The Clients reserve the right to alter the closing date or cancel the process without any cost or penalty to the Clients.
- o Vendors are advised to submit proposals well before the deadline to allow for delivery.
- o The Clients are not responsible for bids that arrive late or that are not properly marked. Proposals not received by the deadline will be rejected.
- o Each proposal will be irrevocable at closing time and will be considered a unilateral contract capable only of acceptance or rejection by the Clients in accordance with the terms contained in this RFP.
- o The Clients are under no obligation to select the lowest or any proposal. Funding constraints may result in project cancellation or deferral. The Clients reserve the right to accept or reject any or all proposals. The Clients also reserve the right to award by item, or part thereof, groups of items, or parts thereof, or all items of a proposal and to waive minor technicalities, irregularities and omissions if, in so doing, the best interests of the Clients will be served.
- o Any and all costs incurred in responding to this RFP, including conducting demonstrations, benchmarks, interviews or any other related activities up to and including the signing of a contract shall be borne entirely by the Vendor. The rejection of any or all proposals shall not render the Clients liable for any costs or damages.
- o The selection process and subsequent contract shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario.
- o Proposals must clearly define the roles and responsibilities of the Clients representatives for implementation and maintenance.
- o Vendor assumptions regarding the proposed solution must be clearly stated.

Proposal Response Format

Part 1 – Procurement Response Form (Bid Form)

Part 1 (i.e., the cover page) of the Vendor's response shall consist of a completed Bid Form with an authorizing signature. The Bid Form identifies the Vendor, confirms the total bid amount and certifies that the solution proposed by the Vendor conforms fully to the requirements of this RFP except where explicitly noted in the proposal.

All prices shall be net and firm including shipping, duties, tariffs, imports, customs, and any other charges. Federal Goods and Services Tax (GST) and Provincial Sales Tax (PST), where applicable, must be shown separately. All prices shall be denoted in Canadian dollars.

Part 2 – Proposal Checklist

To assist Vendors in preparation of proposals, a checklist of all those items requiring a direct response by the Vendor has been included in page 3 (Submission requirements) of this RFP. The Vendor shall use this checklist to structure their RFP response. The completed Proposal Checklist shall form the second part of the Vendor's proposal and shall be inserted immediately behind the Procurement Response Form.

Part 3 – Section-by-Section Response

Part 3 of the Vendor's proposal is to be inserted immediately following the completed Proposal Checklist and shall consist of a section-by-section response to any parts of this RFP marked by "✓" beside the section name (i.e., the Proposal Checklist lists all such items). Sections not marked by "✓" are provided for information only and require no direct response by the Vendor.

The section numbering in the Vendor's proposal shall correspond exactly to the numbering used in this RFP.

Important Note: By submitting a proposal, the Vendor warrants that the proposed solution complies with the requirements described in all sections of the RFP and its appendices (even those not marked by "✓") except where specifically noted in the Vendor's proposal.

Part 4 – Supporting Documentation ✓

The fourth and final part of the Vendor's proposal (to be inserted immediately following the completed Detailed Bid Form) shall consist of any relevant product literature and technical information concerning the software, hardware, training, and support as well as sample user and system administrator's manuals. Demonstration CD-ROMs, DVDs, and/or videotapes may also be included.

PROJECT DESCRIPTION

Purpose of this Request for Proposals

The purpose of this Joint Portal RFP is to contract a vendor to deliver a portal solution. The chosen Vendor will work with the York Region-Markham team members to deliver a scalable portal on-time and on-budget. While the Clients aspire to develop their own internal capacity (i.e., people, process and technology) to manage the solution after implementation with Vendor support, vendors are encouraged to provide different alternative solutions – including hosted service solution. Furthermore, the selected solution must be flexible enough to be deployed both internally (for staff) and externally (for public).

Project Background

Preliminary Requirements Identified

Preliminary requirements have been identified and are included in submission requirements (page 3) each requirement has been deemed mandatory or optional and been assigned an importance rating. Proposals should explain the degree to which the proposed solution will satisfy identified requirements.

There are many ways to satisfy the requirements identified. The Clients expect that Vendors may believe that satisfying some requirements will provide more value to portal users than others. Also, some meaningful requirements and/or applications may not have been identified to date. The Clients suggest that Vendors cite experience in portal implementations to identify the highest valued applications whether described in this document or not.

SCOPE OF WORK (IMPLEMENTATION)

Your proposal should indicate your understanding of the scope and complexity of the project and include any problems or issues that are likely to be encountered.

Implementation Schedule

The duration of the portal solution design and implementation is estimated at two years after the contract is executed. The proponent should provide a breakdown that relates to the implementation schedule.

Scope

The minimum scope of Vendor deliverables includes but is not limited to:

- o Technical project management
- o Requirements
- o Portal solution design and architecture
- o Portal graphical design
- o Portal template design
- o Test plan(s)
- o Portal system testing
- o Portal security testing
- o Disaster recovery testing
- o User acceptance testing (UAT)
- o Supply and installation of commercial off-the-shelf software
- o Software customization, configuration and integration to satisfy requirements
- o Development environment
- o Project document repository
- o Data centre design
- o Supply and installation of computer equipment and peripherals
- o Supply and installation of data backup/recovery equipment
- o Network design
- o Administrator documentation
- o User documentation
- o Hardware documentation
- o Network documentation
- o Content migration
- o Technical training
- o Software support
- o Software maintenance
- o Other deliverables to fulfill requirements of this RFP

PROPOSAL PREPARATION INSTRUCTIONS

Your proposal should consist mainly of a section-by-section response to any parts of this RFP document that are marked with “✓” beside the section name, as well as any supplemental material you wish to include. Please do not deviate from this format since we will be comparing proposals on a section-by-section basis. The best way to ensure that your proposal is complete is to follow the submission requirements included in page 3. However, Vendors are encouraged to make suggestions or offer alternatives that they believe would enhance the portal solution.

Executive Summary ✓

This section should provide a summary of the proposal.

Company Profile ✓

At a minimum, the following must be provided:

1. Name, address and brief description of the company
2. Type of company ownership and structure. If the company is a subsidiary, indicate the ownership.
3. Complete name and address of the person who will receive correspondence and who is authorized to make decisions or represent the Vendor.
4. Number of years in business under the present business name and number of years in business under previous business names, if applicable (include previous business names).
5. A statement that the company is financially stable.
6. Identify and describe any relevant relationships (e.g., partnerships, reseller agreements, affiliations, etc.) with other vendors.

Vendor Experience

This section must provide information in sufficient detail to allow the Clients to evaluate the Vendor's past experience in performing the scope of work requested in this RFP.

Experience and Qualifications ✓

This section must provide descriptions of the Vendor's previous experience and qualifications relating to the scope of work requested in this RFP. Information provided should include, but not be limited to:

- o Name of client
- o Project beginning and end dates
- o Project description, including scope and contract value
- o Team members who worked on projects being described, the amount of time spent on the project and their respective roles

References ✓

This section must include a minimum of two (2) references for similar projects performed that are of comparable complexity to the work requested in this RFP. References involving other portal projects are preferred. At least one reference must be for a project within the past year. The references cited must be willing to discuss the services that were (or are being) provided. Each cited reference must include a short description of the project, and the following information:

- Name, address, telephone number and e-mail address for client
- Project beginning and end dates
- Project description, including scope and contract value
- Team members who worked on projects being described, the amount of time spent on the project and their respective roles

Resumes of Proposed Individuals ✓

This section must include a description of each team member's appropriate qualifications and the proposed role(s) he/she will have. Since the Clients will assume that these are the same individuals who will perform the work, Vendors are advised to propose individuals who have the necessary qualifications and experience and who will be available for the duration of the project.

Methodology

This section must describe the Vendor's methodology for fulfilling the scope of work requested in this RFP and allow the Clients to assess whether or not the Vendor has a proven methodology. The following information at a minimum should be included:

Recommended Methodology ✓

Identify the methodology (e.g., agile development, rapid application development, etc.) Describe how the proposed methodology will fulfill the scope of work requested in this RFP. Cite examples of how this methodology has been successful in the past.

Prior Portal Implementation Lessons Learned ✓

Cite lessons learned from your experience in completing similar projects.

Quality Control Process ✓

How will quality of deliverables be assured and controlled?

Project Deliverables

The Vendor is expected to specify and describe project deliverables, minimally including those listed below:

1. Project charter – itemizing project organization, project plan and schedule, risk assessment etc.

2. Quarterly status report including report card – includes all necessary updates on the progress of the project, issues, schedule, change management etc.
3. Demonstration of fully functional all mandatory requirements to clients – The vendor is expected to provide live demonstration on the full functionality of all the mandatory requirements.
4. Portal solution satisfying all the mandatory requirements - The Vendor will be responsible for working with City staff to develop and deliver fully functional portal solution that meets all the mandatory requirements as well as value added services outlined in response to this RFP
5. Training and knowledge transfer - The Vendor will be responsible for working with City staff to complete a training plan which will describe in detail how both end users as well as technical and application support staff will be trained to use the system. The training plan shall include: a training strategy, the training methods to be used, training location and schedule and a list of instructors
6. Portal documentation – Required documents at minimum should include user and administration manuals, training materials, disaster recovery plan etc.
7. Final report including executive summary

Proposed Solution Deliverables' Compliance with Requirements ✓

For each requirement in, the Vendor must specify its interpretation of the degree of compliance with or satisfaction of the stated requirement. Each requirement shall have a compliance statement of “full”, “partial” or “none”. Vendors should explain how the requirement will be satisfied (i.e., which major solution component(s)) and explain any assumptions that have been made in judging compliance.

SOFTWARE LICENSING

Preferred Licensing Arrangement ✓

The Clients prefer an enterprise licence for unlimited users administered centrally for all member organizations. The Vendor's proposal shall describe the licensing scheme and annual maintenance fees proposed and what options they offer. This shall include calculations used to arrive at any final licence fees. The Vendor shall also describe alternative licensing options if more than one licensing option is available.

The scalable nature of the portal should be considered by the vendors such that the proposed fee schedule for licensing and maintenance will be extended to all municipalities in York Region and the associated bonds and agencies.

PROJECT PLAN

Schedule ✓

Provide an activity schedule for the production of the project deliverables indicating dependencies and “trigger points” for making project decisions. Vendors must also outline a preliminary phased approach to delivering several portal releases. Once the portal software components have been deployed, the vendor will be responsible to work closely with the Clients to deliver demonstrations of all the mandatory requirements.

Mandatory requirements

The table below lists all the mandatory requirements to be delivered as part of the portal solution.

ID	BUSINESS, FUNCTIONAL OR TECHNICAL REQUIREMENT
1	Personalization • Ability for registered users to specify preferences stored in a profile • Ability to define personalized portal homepage • Ability for administrator to constrain personalization by designating some content on personal portal homepage as mandatory
2	Payment Engine • Ability to support credit card payments • Ability to support debit card payments (Interac Online payments (optional) • Ability to support PayPal payments (optional) • Ability to support batch interface to PeopleSoft Financials for general ledger reconciliation (York) • Ability to support batch interface to SFG for general ledger reconciliation (Markham) • Ability to support multiple e-commerce gateway providers for up to 10 partners • Ability to support online donations (e.g., Markham Public Libraries "Gifting Program") • Ability to support online MPL fine payments • Ability to support online MPL fee payments • Ability to support online MPL program registrations
3	Security • Portal applications will provide appropriate security safeguards for personal information against such risks as loss or unauthorized access, destruction, use, modification or disclosure of data • Security design will apply Security Zones and Layers to achieve consistent and appropriate level of security and risk acceptance • Specified personal content shall be sent using SSL • No credit and/or debit card information shall be stored • All Vendor software components must be certified as compliant with proposed operating system security patches within 30 calendar days of public release of such security patches • Ability to maintain a detailed audit history for all "on-line" transactions (transaction history/log), provide reports

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 16

5	License Services (Business) • Ability to apply and pay for licenses • Ability to query status of license applications • Ability to be notified by e-mail of license renewal option • Ability to renew and pay for license renewals
6	License Services (Animal) • Ability to apply and pay for licenses • Ability to query status of license applications • Ability to be notified by e-mail of license renewal option • Ability to renew and pay for license renewals
7	Parking Ticket Payment • Ability to continue using PaySmart for Town of Markham parking tickets
8	Provincial Offences Act Ticket Payment • Ability to process POA Part 1 tickets • Ability to process POA Part 2 tickets • Ability to support real-time interface to Ministry of Attorney General ICON system for validation of user input • Ability to maintain current Paytickets.ca solution
9	Registered User Authentication (Single Sign-On) • Ability to access all permitted resources in user profile after one authentication step (including, where feasible, York, Markham, and partner applications (e.g., Government of Ontario)) • Ability to support Ministry of Attorney General ICON system (currently accessed by York Court Services staff) • Ability for Administrator to be able to select and deselect permitted applications invoked • Shall support both internal and external users spanning multiple domains (e.g., Markham's Active Directory users, York Active Directory users, public users in portal registered user directory); all rights and privileges for remote and local users defined in profile • Ability to support multiple instances of PeopleSoft (on condition that user IDs and passwords are synchronized for each instance)
13	Resource/Facility Booking and Payment • Ability for MPL customers to reserve a room in advance at any MPL branch • Ability for MPL customers to reserve a PC in advance (no cost)
14	Program Registration and Payment • Shall support both web and telephony (IVR) interfaces • Ability to search MPL programs • Ability to interface to Active Networks CLASS and support >500 simultaneous users
15	Event Ticket Ordering and Payment • Ability to support Theatre events • Ability to support Museum events • Ability to support Art Gallery events • Ability to search all events
18	Property Tax Calculator • Ability to support currently offered functionality

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 17

22	Event Calendar • Support for multiple event calendars, including optional ability to have parent-child relationships established between calendars • Ability to publish Council meetings and agendas • Ability to search events • Support for non-registered users submission of new event • Ability to support event registration • Ability to display workforce management calendar (optional, to support display of workers assigned to shifts, etc.)
24	Content Management System (CMS): • “Look and feel” standards enforced using templates • Graphical WYSIWYG environment (no HTML knowledge required by users) • At least 30 templates for Markham • At least 30 templates for York • Customizable templates • Customizable style sheets (if applicable) • Version control with check-in/check-out (previous versions of web pages are automatically saved for optional restoral) • Ability to archive web pages and specify retention period for each • Step-by-step approval workflow, including e-mail notifications • Ability for user to control font size with persistent on-screen control • Link integrity management (moving pages will automatically update links) • Site map • 200 user licenses • Supports multimedia content objects • Supports breadcrumbs navigation aid • Content scheduling • Supports printer-friendly views of web pages • Support for both English and French content • Supports Real Simple Syndication (RSS) feeds for automatic populating specified content (e.g., news, weather, etc.) • Ability to support metadata
25	Employment Opportunities • Ability to post employment opportunities • Ability to submit applications
26	Procurement • Ability to post tenders for specified time period • Ability to sell individual tender documents • Ability to sell tender subscriptions for a designated time period • Ability to download tender documents (e.g., RFPs, RFP addenda) • Ability to notify registered subscribed users by e-mail • Ability for vendor subscribers to perform status inquiries (e.g., bids, invoices, payments) • Ability for vendor subscribers to remit invoices
27	Form Downloads • Ability to download electronic forms (e.g., PDF)

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 18

28	Document Management • Ability to store documents • Ability to search for documents • Ability to interface portal applications to existing OpenText (legacy Hummingbird) Enterprise (including eDOCS) electronic document management system (e.g., presentation of eDOCS document within portal) • Ability to interface portal applications to (or integrate) existing proprietary (in-house) Quality Review System (QRS) electronic document management system (York EMS), including workflow functions • Ability to embed links to eDOCS documents • Ability to designate documents as transitory or official • Ability to specify document retention period • Ability to interface portal applications to (or integrate) Roboinfo (to manage, track, and instantly publish policies and procedures online)
29	Waste Collection Schedule Query • Ability to obtain waste collection schedule based on user's specified location
30	Program Information • Ability to publish selected content
31	Facility Information • Ability to publish selected content
32	Bus Schedules • Ability to publish selected content
33	Engineering Project Information • Ability to publish selected content
34	Zoning By-Law • Ability to publish selected content
35	Information/Service Requests, Feedback and Complaint Processing • Ability to submit service request for selected subject area or department • Ability to provide feedback • Ability to provide e-mail status update to originator
36	Directories • Ability to query employee directory (a.k.a. "employee locator" or "people finder") by name, role/title, location, telephone number, etc. • Ability to query business directory • Ability to submit directory records (e.g., business) • Ability to query community directory (e.g., housing providers, including optional mapping and photographs) • Ability to query by selecting one or more filter criteria from drop-down lists
37	Search • Shall support both basic and advanced search operations • Shall support indexing of all CMS content • Shall support indexing of binary files (e.g., Adobe Acrobat, Microsoft Word, Microsoft Excel, etc.) • Shall support querying data bases by selecting filter criteria from drop-down lists • Shall index content in all Document Management System(s), including Hummingbird eDOCS (e.g., archived e-mail) • Ability to parse data in unstructured documents to find geographic references (more intelligent searching) (optional) • Ability to employ metadata in search operations

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 19

39	Council Reporting Tools • Ability to collect and organize documents provided to Council
40	Access to Other Systems • Ability to access Amanda through portal based on user's portal profile (including online forms and workflow)
41	Access to Other Systems (GIS) • Ability to provide interactive web mapping with real-time bidirectional interface to existing Markham GIS • Ability to provide interactive web mapping with real-time bidirectional interface to existing York GIS • Portal solution mapping module shall support multiple reference/projection systems • Portal solution mapping module shall support broadly accepted geospatial technology standards (e.g., like those promoted by www.opengis.org)
42	Access to Other Systems (Property) • Ability to access Hansen through portal based on user's portal profile
43	Access to Other Systems (Taxation) • Ability to access TMS2000 (a.k.a. "TXM2000") through portal based on user's portal profile
44	Access to Other Systems (Recreation) • Ability to access CLASS through portal based on user's portal profile
45	Access to Other Systems (Work Order / Customer Relationship Management) • Ability to access Active Network ACR through portal based on user's portal profile (e.g., ability to create service request, inquiry on service request status, close service request, etc.) • Ability to access Angus work order management software
46	Access to HR Information • Ability to support employee self-serve model • Ability to interface to web-enabled York's PeopleSoft Time and Labour module
47	Access to Finance Information (SFG) • Ability to present current financial information by department • Ability to provide enhanced access to client departments
48	E-Mail Newsletters/Notifications • Ability for end-users to subscribe and unsubscribe to categories (e.g., alerts, road maintenance notification, disaster recovery status updates) • Ability send e-mail newsletters (e.g., alerts to Council, employees, etc.) • Ability send e-mail newsletters in multiple formats (e.g., plain text, HTML, etc.) • Ability to include graphic elements
49	Surveys • Ability to create and publish surveys • Ability to process and present survey results • Ability to produce survey reports • Ability to export results

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 20

50	Emergency Management Application • The portal solution shall include - or provide an interface to - a web-based application for emergency management • Ability to support emergency response planning • Ability to support emergency operations and communications (e.g., evacuation zone identification, message boards, etc.)
51	Alerts • Ability for administrator to publish alerts on portal home page • Ability for administrator to send e-mail alerts to subscribed users
57	Third Party Application Integration • Ability to interface to or integrate third party applications to portal based on published API or Web Services and SOA • Ability to support interface to - or substitute for - Citrix where necessary in order to support employee remote access (teleworking) • Ability to support interface to MIMSYXG is used for collections management
58	Project Status Dashboards • Ability to publish a simple view of the status of a project (e.g., green, yellow, red)
59	Department/Unit Performance Dashboards • Ability to present summarized information on a single screen • Ability to support real-time interface to PeopleSoft Financials (including notifications of user action required, e.g., pending approval) • Ability to support real-time interface to PeopleSoft Payroll • Ability to support real-time interface to PeopleSoft HR and Position Management • Ability to present graphical summary reports of key performance indicators based on PeopleSoft data • Ability to customize dashboard elements for multiple user groups • Ability to support messaging/notifications and reporting functions • Ability to support real-time interfaces based on standards (e.g., Web Services) or APIs • Ability to display selected calendars • Ability to support dynamic scrolling messages/tickers
68	Registered User Authentication • "Auto Log-In" and "Log-In" • Ability for user to self-recover forgotten password
69	End-User Self-Registration • Ability for end-users to self-register for a portal user account • Ability for end-users to optionally associate portal account with other accounts (e.g., MPL account, CLASS account, etc.) to enable integration with other services
70	User Administration • Ability for defining multiple user groups • Ability for defining multiple levels of portal administration authority • Ability to add, modify and delete users • Ability to temporarily suspend user
71	Portal Availability • Portal software and hardware design and architecture shall deliver 99.0% portal availability (i.e., downtime of approximately 1 hour per week)

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 21

72	Training • Vendor responsible for working with partners to complete a training plan that will describe in detail how both end users as well as technical and application support staff will be trained (should address content authors, content approvers, Portal Administrator, business users, end users) • Training plan must specify training strategy, methods, location and preliminary schedule • Vendor responsible for delivering training services (may require multiple days at multiple sites) • Some training shall be delivered on-site and shall use the same version of the software that end-users will be using in the production environment
73	Software Support • Vendor shall support and maintain software and shall maintain compatibility of solution with newer releases of any incorporated third-party software • Includes telephone and Internet support services, maintenance and upgrades • Supplier warrants software and documentation for one (1) year from date of final payment • Software assurance (i.e., entitlement to all major upgrades) shall be provided for all third party software
74	Maintenance and Upgrade Support: • Long-term maintenance and upgrade support services for solution shall be offered • First year to be part of the solution's basic warranty and shall be included • Optionally renewable for 1 year terms • Shall be priced separately and not be included in the Vendor's final price • Vendor shall guarantee compatibility under future releases of software and shall extend to any interfaces written by the Vendor
75	Modularity of Portal Applications • Ability for administrator to selectively enable and disable portal modules • Ability to introduce portal functions at different times • Ability to differentiate identities, management and ownership structures for each service/application (even though applications may share common platform, network and databases) • Ability to support administrative and end-user groups defined across multiple autonomous organizations (e.g., Markham, York, etc.)
76	Server Hardware • Vendor shall propose suitable computer platform • Vendor shall propose optional high-availability configuration with automated fail-over to secondary servers located at disaster recovery site
77	Server Software (Operating System & Middleware) • Vendor shall propose suitable computer operating system software • Vendor shall propose optional high-availability configuration with semi-automated fail-over to secondary servers located at disaster recovery site
78	Server Software (Application) • All portal software components must be Web Services-enabled • Vendor shall propose suitable application software • Vendor shall propose optional high-availability configuration with semi-automated fail-over to secondary servers located at disaster recovery site • Vendor shall provide source code for any newly developed components and provide Customer with escrow rights at Customer's option

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 22

79	Software Licensing • Site license (unlimited users) • Business Partner Authorized Use: Vendor confirms that Customer's business partners are authorized to use all deliverables including any Commercially Available off-the-Shelf Software Components
80	W3C (WWWC) Standard Compliant
81	Systems Management and Reporting • Portal shall support ability to measure and track performance, security, utilization, throughput and capacity • Portal shall provide utilization/traffic analysis and reporting • Compatibility with dominant system management vendors (e.g., Tivoli)
82	Scalability • Solution shall be fully scalable to handle future increases in customer usage (e.g., up to 500,000 registered end-users, up to 15,000 simultaneous authenticated users) • Solution shall be fully scalable to handle up to 10 semi-autonomous partners (i.e., York plus its area municipalities)
83	Accessibility • Accessible to users with disabilities • Compliance with <i>Ontario Disabilities Act</i> • Level A Conformance to W3C Web Content Accessibility Guidelines 1.0 • Ability to support accessibility features and functions (e.g., for visual and auditory disabilities), including ability to interface to dominant screen reading software (e.g., Freedom Scientific Jaws) • Ability to render pages without graphics • Ability to configure all printer-friendly pages with no background colour • Ability to support English, French and numerous other languages
84	Portal Architecture • Portal solution shall be substantially compliant with York's EA Principles, Standards, Models, Guidelines, Processes and Plans • Portal solution components must be properly integrated to enable sharing • Portal solution components must have ability to integrate • Portal solution shall reuse existing Markham and/or York components where suitable (e.g., database instances) • Each portal component must have a clearly defined boundary for the functionality it provides and the data (if any) that it manage • The portal user interface will allow for a multilingual interface (e.g., "toggling" from one language to another)
85	Server Operating System Software • Shall include all current patches
88	Portal Architecture (Standards and Interfaces) • Portal solution components shall be substantially compliant with commercially accepted international and industry standards (either <i>de jure</i> or <i>de facto</i>) • Each portal component must have clearly defined, consistent/standardized, stable, accessible, and published interfaces

THE CORPORATION OF THE TOWN OF MARKHAM
077-R-06 Joint Portal Project
(Portal Hardware, Software and Services)

Page 23

89	Privacy • Portal solution shall protect privacy and provide reliable information according to principles of <i>MFIPPA</i>, <i>PHIPA</i> and <i>PIPEDA</i> • Portal solution shall meet both protection of privacy and access to information requirements established in government legislation • Applications shall specify purpose for which personal information is collected, used or disclosed • Personal information may be obtained with user consent or by authority of law • Portal applications will limit collection of personal information to that necessary for business objectives • Portal applications will not disclose, make available or otherwise use personal information for purposes other than those stated to the user, except with the user consent or by authority of law • Portal applications will provide means to keep personal information accurate, complete and up-to-date for intended purposes; means for recording consent status and changes to it will be provided when appropriate • Portal applications will establish existence and nature of personal information about a subject and its principal purposes
90	Market Adoption & Solution Maturity • The portal solution shall have demonstrated broad industry acceptance • The portal solution shall be tried and proven
91	Device Access • Portal applications shall be accessible from wireless devices (e.g., Blackberries, mobile telephones, etc.) to support dominant market standards
92	Portal Implementation Methodology • The portal solution shall be developed and implemented using generally accepted best practices
94	Test Content • All test content created by Vendor shall be deleted prior to production in-service date
95	Functional Requirements Document • Vendor shall collaborate on refining/elaborating portal requirements to deliver a detailed functional requirements document specific to Vendor's portal solution
96	Design Document • Vendor shall deliver a portal design, including overall portal design and architecture, information architecture, graphical design and CMS template design

Project Organization

Project Steering Committee

The project Steering Committee includes management staff from the participating municipalities. The Steering Committee will be responsible for project governance.

The Client Project Manager

The Clients will have an appointed Project Manager. The Clients' Project Manager will:

- o Work with the Vendor's Technical Project Manager to prepare, maintain, and execute the Project Plan to ensure delivery on-time and on-budget
- o Manage project communication
- o Manage the project budget
- o Be responsible for successful completion of the project
- o Provide direction and leadership
- o Approve deliverables and authorize project expenditures
- o Make recommendations to the Steering Committee of the Clients for response to proposed contract amendments

Vendor Project Team

The Vendor's proposal shall clearly specify all human resources required to deliver the solution. This shall include identifying the specific type of Clients' and Vendor resources required, their designated roles and duties, the anticipated stage of the project during which each resource will be required, and the amount of time each resource will need to dedicate to the project at each point in the project timeline.

The Vendor's proposal shall clearly identify the amount of time Vendor staff will dedicate to the project and at what stages the Vendor's staff will be on-site. Vendors shall note that the Clients preference is for Vendor staff to be on-site for part of the project pending agreement between the Vendor's Technical Project Manager and the Clients' Project Manager. The Vendor's proposal shall clearly differentiate between consulting services that are included in the Vendor's quoted price and those that are not. Any extra consulting services that are anticipated but not included in the final quoted price shall be clearly identified.

The project team will include the Vendor Technical Project Manager, subject matter experts, analysts and other required labour resources. The Vendor Technical Project Manager will report to the Clients' Project Manager and will have the following main responsibilities:

- o Manage the Vendor Project Team members
- o Support the York Region-Markham Project Manager in Vendor deliverable planning
- o Prepare presentations to those deemed necessary

077-R-06 Joint Portal Project**(Portal Hardware, Software and Services)**

- o Provide monthly written status reports outlining accomplishments, plans, and issues requiring management action
- o Ensure all deliverables are approved by the York Region-Markham Project Manager or designated Steering Committee member of the Clients
- o Monitor resources to ensure they are performing their tasks with the expertise that is required
- o Coordinate all tasks assigned to Vendor labour resources
- o Provide needed resources when and where required
- o Ensure the Vendor deliverables are completed and accepted according to identified timelines

Proposal Assumptions ✓

Include a list of assumptions made in developing the proposal.

Other Information ✓

Provide any other information that your firm believes would help convince the evaluators that your firm should be selected for this project.

SOLUTION ACCEPTANCE

Final Acceptance of Solution ✓ (Successful Proponent)

Final acceptance of the solution will be granted by the Clients upon fulfilment of all project delivers, including all mandatory requirements.

Acceptance testing for the final production release will begin upon certification by the Vendor to the Clients Project Manager that the solution has been installed and functions in accordance with approved requirements and contract terms and conditions and that the solution is ready for final acceptance testing. The Clients shall have forty five (45) days to perform such acceptance tests.

If the solution or any other item specified in the RFP and any subsequent contract is found to be materially deficient during this acceptance testing period, the Vendor shall have a maximum of thirty (30) days to correct these material deficiencies and, upon notification of correction, the Clients shall have a second fifteen (15) days to further test. In the event that the solution is found to be materially deficient in the second test period, the Clients may reject the solution and terminate the Agreement.

The Clients shall make its final payment indicating final acceptance of the solution, when all outstanding material deficiencies have been corrected to the satisfaction of the Clients. Payment will not be unreasonably withheld.

The Vendor shall indicate agreement with this acceptance scheme in the proposal.

DETAILED BID FORM

Vendors shall complete and submit the following Detailed Bid Form. Include descriptions of proposed hardware, software and services. Please enter “N/A” where an item is not applicable and explain why it is not applicable. Software prices shall include proposed third-party software.

Prices shall be firm and fixed and shall not increase but may be adjusted downward to reflect changing market conditions. All prices shall be in Canadian dollars. Provide complete pricing information to implement your portal solution. This will include:

- o Hardware
- o Base purchase cost of software licences and annual maintenance for the first 3 years
- o The vendor must also indicate annual maintenance and support fees
- o Per-seat licenses for 200 content management system users (purchase price plus annual maintenance for the first 3 years; include pricing on additional seat licenses)
- o Additional costs incurred by the vendor to successfully implement the portal solution broken down by the following categories and an hourly rate for staff time:
 - o Technical Project Management
 - o Engineering and Architecture Design
 - o Software Development and Customization
 - o Software Installation and Configuration Services
 - o Systems Integration
 - o Training
 - o Documentation
 - o Backup and restoration

Proposed Hardware, Software and Services ✓

Item	Price (\$)
Hardware	
Software	
Portal Software ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	
Content Management System Software ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	

Company Name

Authorized Signing Officer's Signature

Print Name

Other Portal Software (Specify) ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	
Other Portal Software (Specify) ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	
Other Portal Software (Specify) ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	
Other Portal Software (Specify) ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	
Other Portal Software (Specify) ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	
Other Portal Software (Specify) ___ Site Licence or, ___ Concurrent User Licences @ \$___ each or, ___ Individual User Licences @ \$___ each	

 Company Name

 Authorized Signing Officer's Signature

 Print Name

Other Portal Software (Specify) ____ Site Licence or, ____ Concurrent User Licences @ \$____ each or, ____ Individual User Licences @ \$____ each	
Other Features: ____ Site Licence or, ____ Concurrent User Licences @ \$____ each or, ____ Individual User Licences @ \$____ each	
Total - Software	
<i>Consulting Services</i>	
Technical Project Management	
Engineering and Architecture Design	
Systems Integration	
Software Development and Customization	
Testing	
Software Installation and Configuration Services	
Training	
Documentation	
Backup and Restoration Planning	
Total - Consulting Services	

 Company Name

 Authorized Signing Officer's Signature

 Print Name

<i>Support Services</i>	
Software Support	Included (Year 1)
Telephone and Internet Support Services	Included (Year 1)
Maintenance and Upgrade Support Services	Included (Year 1)
Hardware Support	Included (Year 1)
Total - Support Services	Included (Year 1)
<i>Other Costs</i>	
Other Costs (Specify)	
Other Costs (Specify)	
Total - Other Costs	
<i>Total Before Discounts</i>	
Subtract: Discounts	
Total After Discounts	
PST	
GST	
<i>GRAND TOTAL (Total Solution Cost) **</i> (** Include this amount on the Procurement Response Form)	

Company Name

Authorized Signing Officer's Signature

Print Name

Rates: Support Services, Consulting and Additional Licences ✓

The Vendor shall clarify their rate structure for system support beyond the first year (the warranty period). The Vendor shall also provide their normal hourly rate for on-site consulting services.

Item	Price (\$)
Cost of Support Services Beyond Year 1 (As identified on page 20)	
Support Services - Year 2	
Support Services - Year 3	
Support Services - Other	
Total	
Consulting Rate(s)	
\$ / Hour	
\$ / Day	

Additional Software, Hardware and Services ✓

The Vendor shall list and describe any additional software, hardware and/or Vendor services that might be of interest to the Clients (especially software modules that are integrated with the modules being proposed).

Item	Price (\$)

Company Name

Authorized Signing Officer's Signature

Print Name

Value added Contributions ✓

Vendors are encouraged to provide other added portal functionalities or features, and services offered by the vendor to supplement their proposal.

Evaluation Interviews (If required)

Interviews with Responsible Bidders

Upon completion of the initial proposal evaluation, Vendors may be short-listed and requested in for an interview to refine details of all or portions of the solution proposed.

Review of Offers and Vendor Selection

After the evaluation committee has reviewed proposals, discussions may be held between the short-listed bidders and the evaluation committee to obtain a better understanding of the initial proposal by the bidder.

Although firm, irrevocable proposals are required, discussions may be undertaken to modify, clarify, information and/or requirements to ensure a best overall solution. Changes must be documented and incorporated into the final Detailed Bid Form.

Upon written acceptance of the Vendor's proposal, or any part thereof, the Clients shall issue a Letter of Intent and other provisions deemed to be required to protect the Clients and the successful Vendor. Contract requirements will be determined subsequent to funding approval.

Vendor Demonstrations

Short-listed Vendors may be invited to demonstrate their proposed solutions to the evaluation committee. Any and all costs incurred by the Vendor in order to attend this demonstration shall be borne entirely by the Vendor.

Contract Award

The award of a contract from this RFP is conditional upon the successful bidder entering into an agreement. The Clients are under no obligation to award a contract, nor are the Clients obligated to accept the lowest or any of the bids.

Vendors should be aware that a contract form and structure similar to that used by the Government of Ontario for its Vendors of Record will be used as the basis for contract negotiations.

Disposal of Submissions

All proposals and supporting materials shall become the property of the Clients.

Prices will not be read out. The Clients shall make every effort to safeguard the confidentiality of each proposal submission; however, all proposal submissions are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

Vendors are asked to not communicate directly with anyone working for the Clients concerning this project.

All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing of the RFP. Should any alterations to the RFP be deemed necessary by the Clients, these alterations will be made in the form of written addenda which will be provided to all Vendors. These addenda shall be considered as part of the RFP.

SPECIAL TERMS and CONDITIONS

Authority

The Client's Project Manager shall be named upon commencement. The Vendor must communicate on all matters of importance and submit all documentation including invoices to the Project Manager. This person shall have authority to release payment provided the goods and services are delivered or performed as required under the contract.

Changes to Contract

Once the Vendor executes a contract with the Clients, the Clients or the Vendor may request changes to the contract. All changes to the contract must be documented in an amendment.

Use of Sub-Contractors ✓

The Vendor shall identify all sub-contractors that may be used to complete any part of the proposed solution. If the Vendor does sub-contract any part of this solution, the Vendor will retain full responsibility to the Clients for the acts and omissions of the sub-contractor(s) and their employees.

Should sub-contractors be used for any part of the proposed solution, the Clients would prefer using local businesses. No part of the contract may be sub-contracted without prior written approval of the Clients.

Conflicts of Interest ✓

The Vendor shall specifically identify any and all potential conflicts of interest between the Vendor, and the Clients employees, members of Council, contractors, sub-contractors, etc. This includes relationships with the Vendor and their employees, agents, subsidiaries, and parent organizations.

Confidentiality ✓

During the course of work with The Clients, the Vendor may have access to confidential information. The Vendor shall agree to hold all such information in confidence and agrees not to disclose or cause to be disclosed any such information.

Price Protection

In the event that pricing decreases in the marketplace as a result of competitive forces, the Vendor shall offer appropriately reduced pricing to the Clients, which the Clients shall have the option of incorporating in the contract.

Software license agreement

Vendor shall provide the most current document detailing software license use and support agreement.

The Clients Contract Management Cost Reimbursement

The Vendor shall be entirely responsible for providing high quality work in a professional manner. If it is determined that the Clients must spend additional unplanned time to review work that has been received late or which lacks appropriate content and/or quality and/or detail, then the Clients shall calculate its additional contract management costs and deduct them from the next Vendor invoice.

Quality Assurance

The Vendor shall make every effort and take all appropriate steps to assure delivery of hardware, software and services in a timely, high-quality manner.

Performance Unsatisfactory

The Clients, in their sole and absolute discretion, will determine if the work performed is acceptable. The contract will be deemed to be in default when the Vendor fails to:

- o Adhere to the agreed to project schedule
- o Provide comprehensive, accurate detailed information and reports in accordance with agreed to expectations and professional standards
- o Meet the requirements in the quality and quantities expressed or implied as set out on this RFP

Termination

The Vendor agrees that in the event of unsatisfactory performance (default) or, the Vendor becomes insolvent, bankrupt, or makes an authorized assignment or compromise with its creditors and is unable to perform its duties under the contract, the Clients may, in addition to and without prejudice to its other lawful rights and remedies, forthwith terminate the agreement by written notice. In this event, the Clients shall pay only for services received and accepted up to the date that the notice of termination has been issued and will not be liable for any penalties. In the event of default, the Clients shall not by termination, waive any rights or remedies it may be entitled to as at the date of termination. Such termination shall not relieve the Vendor from their warranties and other responsibilities relating to services performed.

Software Ownership ✓

The Clients require ownership of all newly-developed software which is part of the solution but separate from commercially available off-the-shelf software. Ownership of the Intellectual Property in newly developed software must be clearly stated in the proposal.

Source Code ✓

The Vendor shall provide source code for any newly developed components and shall provide the Clients with escrow rights should the Clients wish to pursue this. The Vendor agrees to keep the source code updates to the newly developed components after all releases, and grants continued access to the source code if the contract is terminated or support service to the Clients is discontinued.

Warranty ✓

The Vendor warrants that:

- o The Vendor is the true and lawful owner of the software and the Vendor has the full power and authority to licence the software for use by the Clients.
- o The solution supports all functionality set out in the Vendor's proposal.
- o The solution conforms to all standards set out in this RFP including all hardware, software, and performance standards.
- o The solution shall be capable of consistently achieving and maintaining a high level of operating reliability and response time performance.
- o The solution shall be in good operating condition, free of defects, errors, and malfunctions and will operate reliably and in accordance with the Clients functional and technical specifications as specified in this RFP for a period of one year from the date of final acceptance. If during this warranty period, any component is discovered to be defective, the Vendor shall promptly repair or replace the defective component at no cost to the Clients. This warranty shall include parts and labour service and shall apply to all components.
- o The Vendor shall disclose to the Client's Project Manager, the terms and conditions of all third-party software and hardware warranties for approval and acceptance by the Clients and shall transfer, assign, and convey to the Clients the use, benefit, and entitlement to all these warranties. The Vendor shall execute all documents, agreements, conveyances, and other writings necessary to give effect to the foregoing and shall provide all necessary notices to third-party Vendors in order to fully and completely vest the benefits of all such warranties with the Clients.
- o **The solution shall be developed in conformance with recognized good development practices and shall be independently maintainable.** Complete documentation will be provided by the Vendor for all applications software. This documentation must be of a calibre that will permit analysts and programmers unfamiliar with the applications to assume responsibility for maintenance, if necessary.

**THE CORPORATION OF THE TOWN OF MARKHAM
SUBMISSION LABEL**

SUPPLIER NAME: _____

077-R-07

ADDRESS: _____

PHONE # _____ FAX# _____

**TOWN CLERK
TOWN OF MARKHAM
MAIN LEVEL
101 TOWN CENTRE BOULEVARD
MARKHAM, ONTARIO
L3R 9W3**

CLOSING DATE: _____, 2007

CLOSING TIME: 10:00:00 A.M. LOCAL TIME

CONTRACTUAL CONTACT: _____

(Submission Label to be affixed to the outside of the submission envelope/package)

THE CORPORATION OF THE TOWN OF MARKHAM
Bid # and Description of Project

NOTICE OF "NO-BID"

IMPORTANT - Please read this.

It is important to the Town of Markham to receive a reply from all respondents. There is no obligation to submit a request for proposal, quotation or tender; however, should you choose not to bid, completion of this form will assist the Town in determining the type of goods or service you are interested in bidding on in the future.

INSTRUCTION

If you are unable, or do not wish to bid on this request for proposal, quotation, or tender, please give a brief explanation below.

PLEASE FORWARD THIS COMPLETED FORM BY FAX TO THE PURCHASING
DEPARTMENT AT FAX # 905-479-7762.

Do you wish to bid on these goods/services in the future? Yes / No

Name of Firm: _____

Address: _____

City/Town/Postal Code: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Name: _____

Title: _____

Date: _____