

Parks, Recreation & Culture

REQUEST FOR PROPOSALS

Supply, Implement and Support Recreation Software
RFP50229

Release date: November 16, 2018

Proposals will be received up to
3:00:00 pm local time on Thursday, December 20, 2018

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: (902) 883-7098, Ext 232
Email: mhatfield@easthants.ca



EAST HANTS
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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Municipality of East Hants (“East Hants”) to prospective proponents to submit proposals for the provision of **software to support the management of parks and recreation facilities and programming**, as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

The scope will include, but is not limited to, the supply and implementation of appropriate recreation management software and associated modules, training staff in the operation of the system, testing the system, and post-implementation support.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: (902) 883-7098, Ext 232
Email: mhatfield@easthants.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of East Hants, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The proponent selected through the final ranking process will be requested to enter into direct contract negotiations to finalize an agreement with East Hants for the provision of the Deliverables. The terms and conditions found in the Sample Agreement (Appendix A) are to form the basis for commencing negotiations between East Hants and the selected proponent. It is East Hants’ intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of **five years** with an option in favour of East Hants to extend the agreement on the same terms and conditions for as many as **five additional years**.

1.4 RFP Timetable

Deadline for Questions	December 6, 2018
Deadline for Issuing Addenda	December 11, 2018
Submission Deadline	December 20, 2018 at 3:00:00PM
Rectification Period	5 Business Days (December 22 through January 1, inclusive, will not be counted as business days)
Initial Ranking and Notification for Proposal	January 15, 2019 or sooner
Reserved for Software Demonstrations	Week of January 21, 2019
Anticipated Final Ranking of Proponents	Week of January 28, 2019
Contract Negotiation Period	10 Business Days
Anticipated Execution of Agreement	Second week of February 2019, or sooner

The RFP timetable is tentative only, and may be changed by East Hants at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

Municipality of East Hants
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: RFP50229

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

A proponent may, at its option, email the RFP Contact prior to the Submission Deadline with delivery details, including the anticipated arrival time of its proposal. If a proposal does not arrive on or before the Submission Deadline, East Hants may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their proposals. The Submission Deadline will be deemed to be adjusted accordingly for the purpose of accepting those proposals. For the purposes of this Section, "Business Day" means any working day between 8:30AM and 4:30PM, local time at the Prescribed Location, Monday to Friday inclusive, but excluding statutory and other holidays on which East Hants is closed for business.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit **one** hard copy of their proposal and one electronic copy in Portable Document Format (PDF), submitted on either a disk or USB key enclosed in a sealed package. Proponents should ensure that all copies they submit, including electronic copies, are identical in terms of content. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. East Hants is under no obligation to return withdrawn proposals.

[End of Part 1]



PART 2 - EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

East Hants will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, East Hants will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that East Hants issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.3 Other Mandatory Submission Requirements

Not Applicable

2.3 Stage II - Evaluation

Stage II will consist of the following three sub-stages:

2.3.1 Mandatory Technical Requirements

East Hants will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of East Hants as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

East Hants will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D). Due to the detailed nature of the products and services under consideration, the evaluation team may have to meet to discuss certain aspects of the proponent's proposal in order to sufficiently understand and evaluate the proposal. East Hants intends to use a consensus approach to scoring; individuals will score each proposal independently and then the evaluation team will meet to review the scores and discuss any scores which are inconsistent. East Hants will document any scores which are changed due to consensus.

2.3.2.1 D.5 Data Security and Environment will be scored by East Hants' Information Services personnel, not by the evaluation team.



2.3.3. Software Demonstration

Proposals which have met the mandatory technical requirements and which have been evaluated based on the rated criteria and have met the minimum threshold may be invited to provide a Software Demonstration as described in Section E.1 of the Rated Criteria in Appendix D, Part D. The score from the demonstration will be added to score from the rated criteria to form the score for Stage II. East Hants will score each demonstration by applying a score determined by the evaluators in attendance at the time, using a consensus-based approach.

2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with East Hants. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of East Hants 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 Sample Agreement (Appendix A) are to form the basis for commencing negotiations between East Hants and the selected proponent. Negotiations may include requests by East Hants 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 East Hants for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

East Hants intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date East Hants invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, East Hants 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 East Hants elects to cancel the RFP process.



2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by East Hants and a proponent, the other proponents will be notified.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and, except where expressly allowed, the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal. The software demonstration portion of the RFP response may include access to content of websites.

3.1.4 References and Past Performance

In the evaluation process, East Hants may consider information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with East Hants or other institutions.

3.1.5 Information in RFP Only an Estimate

East Hants and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or software demonstrations.

3.1.7 Proposal to be Retained by East Hants

East Hants will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the applicable scope of Canada Free Trade Agreement (CFTA) and/or other applicable trade agreements are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.



3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

East Hants makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. East Hants may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. East Hants is under no obligation to provide additional information, and East Hants is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. East Hants is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If East Hants, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum, which will be issued in the same manner as this RFP. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by East Hants. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If East Hants determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, East Hants may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, East Hants may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix D). East Hants may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by East Hants and a proponent, the other proponents will be notified and the outcome of the procurement process will be posted on the Province of Nova Scotia's Procurement Web Portal.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to file a complaint regarding the RFP process, it should provide written notice to East Hants' Municipal Clerk in accordance with East Hants' Supplier Complaint Process as set out in East Hants' Procurement Policy.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

East Hants may disqualify a proponent for any conduct, situation or circumstances, determined by East Hants, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of East Hants in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Prohibited Conduct

East Hants may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if East Hants determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of East Hants; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

East Hants may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by East Hants, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of East Hants

All information provided by or obtained from East Hants in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of East Hants and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from East Hants; and
- (d) must be returned by the proponent to East Hants immediately upon the request of East Hants.

3.5.2 Confidential Information of Proponent

Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of proposals. Proponents are further advised that East Hants may make public the names of any or all proponents and intends to publish the name of the successful proponent

and the total value of any contract entered into with the successful proponent. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor East Hants will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and East Hants by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of East Hants to enter into an agreement for the Deliverables.

3.6.4 Cancellation

East Hants may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A - SAMPLE AGREEMENT

THIS AGREEMENT is effective <<date>>, 2018 ("Effective Date")

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called "East Hants"

~and~

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the "Contractor")

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

DEFINED TERMS

- 1 **Services** means the services supplied by the Contractor as specified within this Agreement, including the Parks and Recreation Management Software (PRMS).
- 2 **East Hants Representative** means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this Agreement.
- 3 **Schedule** means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.
- 4 **Contractor and Consultant** mean the same under this Agreement.
- 5 **Documentation** shall mean, collectively: (a) all materials published or otherwise made available to East Hants by the Contractor that relate to the functional, operational and/or performance capabilities of the PRMS; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by the Contractor that describe the functional, operational and/or performance capabilities of the PRMS; and (c) the results of any demonstrations, presentations or tests provided by the Contractor to East Hants.
- 6 **Data Compromise** means any actual or reasonably suspected unauthorized access to or acquisition of computerized data that compromises the security, confidentiality, or integrity of the data, or the ability of East Hants or their Customers to access the data.
- 7 **East Hants' Enhancements** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the PRMS that the Contractor may develop or acquire and incorporate into the version of the PRMS supplied to East Hants pursuant to this Agreement;
- 8 **New Intellectual Property** means all patents, trade-marks, copyrights, industrial designs, confidential information, trade secrets and know how, including but not limited to all information, data, documentation, customer lists, customer data, computer programs and systems, source code, object code, software, artistic and literary works, blueprints, schematics, inventions, concepts, ideas, designs, prototypes, models, methods, techniques, procedures, skill, experience, drawings, notes and reports, relating to the PRMS that have been or will be made, conceived, developed, acquired or first reduced to practice, by the Contractor for East Hants or by East Hants themselves, its employees, shareholders, directors, officers, agents, contractors, successors and assigns, during the term of this Agreement.
- 9 **Parks and Recreation Management Software (PRMS)** shall mean the computer programs, software, and related computer coding provided by the Contractor to East Hants, or provided by the Contractor for East Hants' use, under this Agreement.

- 10 **Scope of Work** means the services to be provided by the Contractor to East Hants and set out in the Schedules herein.
- 11 **Standard Enhancements** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Parks and Recreation Management Software (PRMS) that the Contractor may develop or acquire and incorporate into its standard version of the PRMS or which the Contractor has elected to make generally available to its customers; and
- 12 **Security Incident** means an event that results in a change in everyday operations of a network or information technology service, or a security breach at a physical host (data centre) location, where indications are that a security policy may have been violated or a security safeguard may have failed.

CONTRACT DOCUMENTS

- 13 This Agreement consists of the following documents: (NTD: These are the documents that define the Agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
- a. This Agreement;
 - b. Appendix D, Part A, THE DELIVERABLES, Part B, MATERIAL DISCLOSURES, Part C, MANDATORY TECHNICAL REQUIREMENTS;
 - c. Exhibit 1, RECREATION MANAGEMENT SOFTWARE REQUIREMENTS; and;
 - d. <<insert additional documents as applicable>>.

INTENT

- 14 East Hants requires Parks and Recreation Management Software in order to efficiently manage certain Parks and Recreation assets such as their pool, future Aquatic Centre and certain tourism locations. East Hants requires the services of a Contractor to supply, install, implement, and test the PRMS in such a manner as to provide East Hants with an appropriate tool which meets all of their requirements. It follows that:
- a. The Contractor has developed and/or owns the copyright and all other proprietary rights pertaining to and subsisting in certain computer programs and related documentation generally as set out in Section 2, Scope of Work and which it has determined will meet East Hants' needs;
 - b. East Hants desires to implement and use such computer programs and documentation and work with the Contractor to modify, upgrade, improve, customize and enhance such computer programs and documentation; and
 - c. The Contractor submitted a proposal for supply of a Parks and Recreation Management Software (the "PRMS") and the implementation and related services ("Services"), the terms of which, along with any written clarifications thereto, form part of this Agreement except where there is a conflict with this Agreement, in which case this Agreement shall prevail over the Contractor's accepted proposal.
- 15 East Hants hereby engages the Contractor to supply the PMRS and Services described herein and the Contractor agrees to provide the PMRS and Services. The Contractor will retain ownership in and to any such computer programs and documentation in existence prior to this Agreement, and East Hants will retain ownership of any modifications, upgrades, improvements, customizations and enhancements of such computer programs and documentation created during the term of this Agreement.
- 16 The Contractor warrants that it has the necessary resources to fulfill their obligations under this Agreement in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, equipment, materials, adequate financial resources, and any other unique or general resources necessary to supply the PMRS and complete the Services.

TERM

- 17 This Agreement shall commence on the Effective Date and shall end:
- a. <<date>> unless extended by East Hants for an additional period, in writing; or
 - b. In the event of Termination in accordance with the terms of this Agreement.
 - c. Any additional PRMS rights acquired by East Hants during the Term will be scheduled to terminate in accordance with this Agreement.

REMUNERATION

- 18 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 19 In addition:
- a. Unless otherwise agreed, Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the PRMS and has performed the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
 - b. Invoices for Services must be submitted at minimum monthly by the Contractor and must be supported in such detail as East Hants may request.
 - c. All invoices submitted by email must be sent to vendors@easthants.ca. Invoices submitted by mail or hand-delivered must be to the attention of the Payables Administrator. When a Purchase Order is specified by East Hants, the invoice must reference this Purchase Order in order to be processed for payment.
 - d. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
 - e. East Hants may reject an invoice on the basis that the Services it refers to are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants' sole opinion, East Hants may terminate the Agreement.
 - f. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
 - g. No payment made by East Hants under this Agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the Agreement.
 - h. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
 - i. In the event the Agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination.

- o. The Contractor shall be solely responsible to pay all costs and expenses arising out of this Agreement, whether or not East Hants intends to reimburse the Contractor for them.
- p. If the Contractor is a nonresident of Canada and does not provide a waiver of regulation letter to East Hants, East Hants may withhold and remit to the appropriate governmental authority the greater of:
 - i. 15% of each payment due to the Contractor; or
 - ii. the amount required under applicable tax legislation.

INDEPENDENT STATUS

- 20 The Contractor will provide services to East Hants as an Independent Contractor and not as an employee.

Accordingly:

- a. The parties acknowledge that the Contractor and any subcontractor they may engage, and their respective employees, are not, nor are they deemed to be, employees of East Hants within the meaning set out in any employment legislation that may be applicable, or otherwise.
- b. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- c. The Contractor also agrees to indemnify East Hants from any and all claims in respect to East Hants' failure to withhold and/or remit any payroll taxes, employment insurance premiums, Canada Pension Plan contributions, or similar payroll deductions.
- d. Further, the Contractor shall be solely and entirely responsible for all payments under the applicable Workers' Compensation legislation as it relates to their ability to provide service and receive payment.
- e. The Contractor agrees that as an Independent Contractor, the Contractor, and any person for whom it is legally responsible, will not be qualified to participate in or to receive any employee benefits that East Hants may extend to its employees.
- f. The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- g. The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

PERSONNEL

- 21 The Contractor is advised that East Hants expects the Contractor to provide personnel having the skills, training and appropriate qualifications to perform the Services. In the case where personnel must be changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 22 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this Agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions, or demonstrated incompetence may be cause to have an employee removed.

SUBCONTRACTOR

NTD: Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all



of the Services, they must make such a request in accordance with the CHANGE provisions of the Agreement and additional conditions may apply.”

- 23 The Contractor is advised that the subcontractor listed in the Contractor’s proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the Agreement.
- 24 If the Contractor finds that a subcontractor named in this Agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
 - a. Identify the reasons why the named subcontractor cannot complete the Services;
 - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - c. Make such request in writing; and
 - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 25 Permission to replace a subcontractor will not be unreasonably withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this Agreement.

CONFIDENTIALITY

- 26 In the course of discharging its duties under this Agreement, the Contractor, its agents and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants’ clients, methods and processes (the “Confidential Information”).
- 27 The Contractor agrees not to use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor’s employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if an employee or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality Agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section.
- 28 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.
- 29 Upon termination of the Agreement for any reason, including the completion of their obligations under the Agreement, the Contractor will return to the East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information.
- 30 The Contractor recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Contractor further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.
- 31 The use and disclosure of the confidential information shall not apply to information which
 - a. Was known to the Contractor before receipt of same from East Hants; or
 - b. Becomes publicly known other than through the Contractor; or



- c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.

PRMS

- 32 This Agreement sets forth the terms and conditions under which the Contractor agrees to supply PRMS and provide all other Services including services necessary for East Hants' productive use of the PRMS. The Contractor agrees to work with East Hants to ensure proper change management and assist in identifying any required technology upgrades within East Hants' network in support of this implementation. The Contractor and East Hants shall use commercially reasonable efforts to fulfill their respective obligations in a timely manner in order to achieve the agreed milestones and dates set forth in this Agreement.
- 33 East Hants and any of its employees, agents, contractors, suppliers of services, participants of the public, or other designated users that have a need to use the PRMS for the benefit of East Hants shall have the right to operate and use the same. As part of the PRMS, East Hants shall have the responsibility for all user identification and password change management.
- 34 Nothing herein shall be deemed to preclude East Hants from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by the Contractor hereunder.
- 35 The Contractor hereby grants to East Hants and East Hants hereby accepts from the Contractor a non-exclusive, perpetual, transferrable, royalty-free license to use PRMS and Standard Enhancements acquired under this Agreement in its sole discretion at any location and by any number of users under the direct or indirect control of East Hants.
- 36 The Contractor hereby grants East Hants a perpetual, non-exclusive, royalty-free license to use any modifications, new versions, enhancements or upgrades to the PRMS, including but not limited to individual components or add-on modules that are based on or incorporate the PRMS, that are created by the Contractor and that may exist at any time during the Term of the Agreement whether or not the Contractor is an independent contractor or PRMS Licensee of East Hants at such time that such PRMS modifications, new versions, enhancements or upgrades come into existence and whether or not they were initially intended for the use of East Hants.

RESTRICTIONS AND LIMITATIONS

- 37 East Hants acknowledges and agrees that:
- (a) it shall not authorize any third party to use, copy, modify, distribute, share, sublicense or otherwise reproduce any of the Intellectual Property provided by the Contractor as such without the prior written permission of the Contractor;
 - (b) it shall not attempt to decompile, reverse-engineer or otherwise disassemble any of the Contractor's Intellectual Property;
 - (c) it shall not reproduce and not remove, obscure or amend any Contractor or third party proprietary notices contained in the Contractor's Intellectual Property;
 - (d) it shall comply with all applicable laws in performing its obligations hereunder and shall have obtained all necessary permits and governmental permissions required to perform its obligations under this Agreement.

AUTHORIZED COPIES

- 38 East Hants may make a reasonable number of copies of the PRMS for backup, archival, disaster recovery, testing, development, and PRMS management purposes and East Hants may use these copies for such purposes without paying any additional fee or charge. With respect to the documentation for any software, East Hants may make as many copies of it in either paper-based or electronic form as East Hants may reasonably require for its own internal purposes or for its users. Additionally, East Hants may incorporate portions of the documentation in other materials, such as training and reference manuals, provided that such materials are used solely for the internal purposes of East Hants or for its users. East Hants may make a reasonable number of copies of the source code, modify it, compile it, and otherwise use it as reasonably necessary to support its licensed use of the PRMS.

OWNERSHIP OF RIGHTS

- 39 East Hants is and will be the sole owner of all New Intellectual Property, Confidential Information of East Hants, East Hants Data, and East Hants Enhancements.
- 40 The Contractor is and will be the sole owner of all Contractor Intellectual Property, Confidential Information of the Contractor and Standard Enhancements.
- 41 Neither party may transfer or assign its rights and obligations under this Agreement without first obtaining the other party's prior written consent.
- 42 Upon termination or expiry of this Agreement, all licenses granted in this Agreement shall be revoked and the Contractor shall remove East Hants' Intellectual Property, New Intellectual Property, Confidential Information of East Hants, East Hants Data and East Hants Enhancements from the PRMS. The Contractor must provide this information in a format appropriate to its nature (i.e. data in a database format) which allows East Hants to recover and use such data in future applications of a similar nature.
- 43 East Hants understands and agrees that any third party software provided to East Hants under this Agreement is provided under license and is subject to the license terms of this Agreement and East Hants shall comply with the guidelines provided with the third party software as identified herein or as provided to East Hants from time to time by the Contractor.

AMENDMENT OF PRMS

- 44 East Hants may vary at any time the Scope of Work to be provided by the Contractor as part of the Services. In that case and where this Agreement contains a limit as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing. Should the Contractor consider that any request or instruction from East Hants constitutes a change in the Scope of the Work; the Contractor shall so advise East Hants within ten days in writing. Without said written advice within the period specified, and written agreement between the parties, East Hants **shall not** be obligated to make any payments of additional fees to the Contractor.
- 45 If the Contractor eliminates any functionality of the PRMS provided under this Agreement and subsequently offers that functionality in other or new products (whether directly or indirectly through agreement with a third Party), then the portion of those other or new products that contain the functions in question, or the entire product if the functions cannot be separated out, shall be provided to East Hants at no additional charge and under the terms of this Agreement, including technical support. If the Contractor incorporates the functionality of the PRMS provided under this Agreement into a newer product and continues to offer both products, East Hants may, in its sole discretion, exercise the option to upgrade to the newer product at no additional cost.

- 46 Requests for changes to the Scope of Work, PRMS, or the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the Agreement.
- 47 If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected.

STANDARD OF CARE

- 48 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that East Hants is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the goods and services that are the subject of this Agreement.

ESCROW

- 49 The Contractor shall place source code for the PRMS in escrow with an independent third party, under the terms of an Escrow Agreement approved as to form and content by East Hants. The source code shall be kept current with the latest releases of the software.
- 50 All fees and expenses charged by an escrow agent will be borne by the Contractor.

WARRANTIES, REPRESENTATIONS AND COVENANTS

- 52 The Contractor represents and warrants that the PRMS provided to East Hants under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Agreement. The Contractor shall offer East Hants warranty coverage equal to or greater than that offered by the Contractor to any of its customers.
- 53 The Contractor represents, warrants and agrees that the PRMS does not contain and East Hants will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any East Hants system or Data (a "Disabling Code").
- 54 In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to East Hants, to: (a) restore and/or reconstruct any and all Data lost by East Hants as a result of Disabling Code; (b) furnish to East Hants a corrected version of the PRMS without the presence of Disabling Codes; and, (c) as needed, re-implement the PRMS at no additional cost to East Hants. This warranty shall remain in full force and effect as long as this Agreement remains in effect. The Contractor will reimburse East Hants for all costs associated with East Hants' staff time in order to assist with repair of any issues associated with Disabling Code.
- 55 The Contractor represents, warrants and agrees that: the Contractor has all intellectual property rights necessary to provide the PRMS to East Hants for its use in accordance with the terms of this Agreement; the Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the PRMS, and has secured all necessary licenses,

consents, and authorizations with respect to the use of these underlying elements; the PRMS does not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any third Party; and there is currently no actual or threatened suit against the Contractor by any third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

- 56 The Contractor will fully and promptly disclose to East Hants all New Intellectual Property and East Hants Enhancements that the Contractor or any of its directors, officers, shareholders, employees, agents, successors, assigns and sub-contractors have conceived or developed, alone or with others, that relates to the PRMS.
- 57 The Contractor warrants that it has not and will not infringe on any person's intellectual property rights in the course of creating or assisting in the creation of any New Intellectual Property and East Hants Enhancements, and will indemnify and save harmless East Hants, its shareholders, directors, officers, employees, agents, successors and assigns, from and against any and all losses, liabilities, claims, actions, damages and expenses, including legal fees, arising out of resulting from any breach of The Contractor's representations and warranties set out herein.
- 58 The Contractor hereby agrees to obtain a written waiver of moral rights in any and all copyright works relating to the PRMS and to any New Intellectual Property and East Hants Enhancements that are authored or co-authored by any of its directors, officers, shareholders, employees, agents, successors, assigns and sub-contractors, immediately upon the request of East Hants.
- 60 The Contractor will not enter into any agreements, execute any documents, or do anything that in any way diminishes East Hants' past, present or future rights in and to any East Hants Intellectual Property, New Intellectual Property, or East Hants Enhancements.
- 61 The Contractor agrees that it will not at any time challenge or participate directly or indirectly in a challenge to East Hants' claim to any present or future rights in and to any East Hants Intellectual Property, New Intellectual Property, or East Hants Enhancements.
- 62 The Contractor agrees that it will maintain the confidentiality of all East Hants Intellectual Property, New Intellectual Property, East Hants Enhancements and Confidential Information, and will not, at any time, disclose or permit the disclosure of any East Hants Intellectual Property, New Intellectual Property, East Hants Enhancements and Confidential Information to any party without the prior written consent of East Hants unless such disclosure is made pursuant to a valid license agreement between The Contractor and a third party licensee.
- 63 The Contractor agrees to treat all East Hants' Intellectual Property, New Intellectual Property, East Hants Enhancements and Confidential Information with at least the same degree of care that The Contractor, acting reasonably, should exercise with regard to its own confidential or proprietary information.
- 64 If at any time The Contractor ceases to be an independent contractor of East Hants or upon the earlier request of East Hants, the Contractor will promptly return to East Hants all originals and copies of all East Hants Intellectual Property, New Intellectual Property, East Hants Enhancements and Confidential Information that relates to the business of East Hants including, but not limited to, all Confidential Information of East Hants, source code and object code that relates to the New Intellectual Property and East Hants Enhancements, and any materials or documents related to the New Intellectual Property and East Hants Enhancements in The Contractor's possession or control. However, The Contractor will be entitled to the right to use New Intellectual Property and retain copies of such source code that it may reasonably require to exercise its rights under the license granted in this Agreement.



- 65 The Contractor acknowledges and agrees that any breach of this Agreement by The Contractor would result in irreparable harm to East Hants and that monetary damages would not be sufficient to compensate East Hants for such breach. The Contractor hereby agrees that East Hants, in addition to and without limiting any other remedies or rights that it may have, will have the right to an injunction or other equitable relief in any Court of competent jurisdiction enjoining such breach and The Contractor hereby waives any and all defenses they may have to the granting of such relief.
- 66 Each party represents and warrants that it has the right to enter into this Agreement. The Contractor represents and warrants that it has the unrestricted right to provide the PRMS, and that it has the financial viability to fulfill its obligations under this Agreement. The Contractor represents, warrants and agrees that the PRMS shall be free and clear of all liens, claims, encumbrances or demands of third Parties. The Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the PRMS. This warranty shall survive the expiration or termination of this Agreement.
- 67 The Contractor will assign to East Hants all third Party warranties and indemnities that the Contractor receives in connection with any products provided to East Hants. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to East Hants, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of East Hants to the extent the Contractor is permitted to do so under the terms of the applicable third Party agreements.
- 68 The Contractor represents and warrants to East Hants that the PRMS provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. The Contractor must repair any date/time change defects at the Contractor's own expense.
- 69 The Contractor represents and warrants and agrees that the PRMS and other fees stated herein are and shall be the lowest fees the Contractor charges any of its other customers. In any case where East Hants fees are found to be higher, then the Contractor will provide East Hants with a retroactive refund for any overpayment.
- 70 The warranties set forth above are in lieu of all other warranties, express or implied, with regard to the PRMS pursuant to this Agreement, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.
- 71 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all software, designs, drawings, statement of work, and other services furnished by or on behalf of the Contractor under this Agreement. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the software, designs, drawings, statement of work, and/or other the Contractor services immediately upon notification by East Hants. The obligation provided for in this section with respect to any acts or omissions during the Term of this Agreement shall survive any termination or expiration of this Agreement and shall be in addition to all other obligations and liabilities of the contractor.

WARRANTY AGAINST PLANNED OBSOLESCENCE

- 72 The Contractor warrants that the PRMS solution proposed to and acquired by East Hants under this Agreement is new and of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Contractor as a replacement for any part of the PRMS provided to East Hants under this Agreement and which would result in reduced support for the product line within which the PRMS furnished to East Hants is contained. The Contractor further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the PRMS and makes the current design architecture obsolete within <<five>>



years of full execution of this Agreement, and if East Hants continues its annual maintenance contract with the Contractor, the Contractor shall provide East Hants with a replacement hardware, software, or operating system(s) that continues the full functionality of the PMRS, at no extra cost to East Hants.

SOFTWARE UPGRADES AND ENHANCEMENTS

- 73 The Contractor shall supply:
- (a) at no additional cost, beyond standard maintenance, updated versions of the PRMS and related software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers; and
 - (b) at no additional cost, beyond standard maintenance, updated versions of the PRMS and related software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to East Hants.
- 74 Unless otherwise mutually agreed to in writing, the Contractor shall maintain any and all third party Software products at their most current version and at no additional charge. However, the Contractor shall not maintain any third-party Software versions, including one version back, if any such version would prevent East Hants from using any functions, in whole or in part, or would cause deficiencies in the system. If implementation of an upgrade to a third-party Software product requires personnel in addition to the staff proposed in the response to the Parks and Recreation Management Software system's Request for Proposal, East Hants and the Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, any additional charges to be paid by East Hants for such upgrade. Any additional costs that are charged by a third-party Software manufacturer for an upgrade to a third-party Software product that is not covered by such product's maintenance Agreement shall be charged to and paid for by the Contractor.
- 75 The Contractor shall provide East Hants with all Standard Enhancements and associated documentation that are provided as general releases to the PRMS, in whole or in part, as part of the hosted services. Such documentation shall be adequate to inform East Hants of the problems resolved including any significant differences resulting from the release which are known by the Contractor. The Contractor warrants that each such Standard Enhancements general release shall be tested and perform according to the Specifications. The Contractor agrees to correct corrupted Data that may result from any System Deficiency introduced by the Standard Enhancement at no cost to East Hants. Standard Enhancements to correct any Deficiency shall be provided to East Hants at no additional cost and without the need for a work order. East Hants Enhancements shall be provided to East Hants by the Contractor at no additional cost. If the Contractor is not able to correct the hosted system so that it complies with the specifications in the Agreement, to East Hants' reasonable satisfaction in a timely manner, East Hants may terminate this Agreement.

INDEMNIFICATION

- 76 The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement, and shall survive this Agreement.

- 77 The Contractor shall indemnify, defend and hold East Hants harmless from any and all actions, proceedings, or claims of any type brought against East Hants alleging that the PRMS and/or documentation or East Hants' use of the PRMS and/or documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any third Party. The Contractor agrees to defend against, and hold East Hants harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. East Hants shall, after receiving notice of a claim, advise the Contractor of it. East Hants' failure to give the Contractor timely notification of said claim shall not affect the Contractor's indemnification obligation unless such failure materially prejudices the Contractor's ability to defend the claim. East Hants reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.
- 78 If the PRMS and/or documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any third Party, or if it is adjudicated by a court of competent jurisdiction that the PRMS and/or documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any third party, and East Hants' use of the PRMS and/or documentation, or any part of it, is enjoined or interfered with in any manner, the Contractor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for East Hants the right to continue using the PRMS and/or documentation free of any liability for infringement or violation; (b) modify the PRMS and/or documentation, or parts thereof, with non-infringing PRMS and/or documentation of equivalent or better functionality that is reasonably satisfactory to East Hants; or (c) replace the PRMS and/or documentation, or parts thereof, with non-infringing PRMS and/or documentation of equivalent or better functionality that is reasonably satisfactory to East Hants.
- 79 The Contractor shall have no obligation to indemnify East Hants for a claim if: (a) East Hants uses the PRMS in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) East Hants' use of the PRMS in combination with any product or system not authorized, approved or recommended by the Contractor and such combination is the cause of the infringement or misappropriation.
- 80 No limitation of liability set forth elsewhere in this Agreement is applicable to the Intellectual Property Infringement Indemnification set forth herein.
- 81 The indemnity described herein will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the parties being indemnified.

INSURANCE

- 82 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 83 The Contractor must provide a Certificate of Insurance (COI) from their insurer for this coverage. The COI, at a minimum, must:
- List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and

- c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 84 The Contractor must have and maintain technology, professional liability, data protection, and/or cyber liability insurance providing coverage for a minimum of \$10,000,000 per occurrence against liability for Damages resulting from or arising during the performance of this Agreement, including, without limitation, Damages associated with any Security Breach, whether caused intentionally or unintentionally by an act, error, or omission of the Contractor, or by an unlawful act of a third party.
- 85 For the purposes of this Subsection, "Security Breach" means:
 - a. any Data Compromise;
 - b. any failure by the Contractor to properly handle, manage, store, destroy or otherwise control East Hants Data in any format;
 - c. any violation of the Contractor's or East Hants's privacy policies;
 - d. any violation of applicable privacy laws or regulations; or
 - e. any other act, error, or omission by the Contractor which is reasonably likely to result in unauthorized disclosure of East Hants Data.
- 86 For the purposes of this Subsection, "Damages" shall include, without limitation:
 - a. costs to notify individuals whose data is lost or compromised;
 - b. costs to provide credit monitoring and credit restoration services to individuals whose data is lost or compromised;
 - c. costs associated with third-party claims arising from a Security Breach, including litigation costs and settlement costs; and
 - d. any investigation, enforcement, or similar miscellaneous costs.
- 87 The COI for General Liability insurance must provide for 30 days' written notice of cancellation or material change. The Contractor must provide a new COI each time the insurance is renewed, for the duration of this contract.
- 88 East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 89 In addition:
 - a. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the East Hants.
 - b. In the case where the Contractor will use subcontractors or third party suppliers, such subcontractors and third party suppliers must obtain and provide proof of insurance coverage that is equal to that required of the Contractor under this Agreement.
 - c. Failure to maintain the required insurance coverage may be grounds for termination of the Agreement;
 - d. East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
 - e. Changes to incorporation information must be disclosed within a reasonable time of the change; and
 - f. Changes to insurance coverage must be disclosed to East Hants and the Contractor must provide a revised COI. The amended coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

ISSUE REPORTING

- 90 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the PRMS or Services.



- 91 The Contractor will report any issues to the East Hants Representative with respect to the performance of the Services, the condition where the Services are performed, or that have been communicated to them by the third parties. The frequency of reporting will be determined by the relative urgency of the issue:
- Emergency or condition-related issues affecting the condition of premises, affecting safety or security, or other issue where immediate response is required shall be reported to the East Hants Representative by email or telephone. Where East Hants has in place an agreement with a third party to supply after-hours assistance, the Contractor or their representative shall contact the third-party Service provider in accordance with the terms of that agreement;
 - Issues where a response is required within one to three business days shall be communicated to the East Hants Representative by email;
 - Issues where the response is not urgent shall be communicated to East Hants at the next possible opportunity; and
 - The Contractor must be prepared to periodically review and discuss the status of issues.

REGULATIONS

- 92 The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. Without limiting the foregoing in any way, the PRMS and the processes of the Contractor must be compliant with respect to the following:
- Payment Card Industry (PCI) Data Security Standard
 - Canada's Anti-Spam Legislation (CASL)
 - Nova Scotia's Personal Information International Disclosure Protection Act (PIIDPA).
 - Canada's The Personal Information Protection and Electronic Documents Act (PIPEDA), including with respect to the obligations to notify with respect to a data breach, and for such purposes, any personal information shall be deemed to be under its control.

TAXES

- 93 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 94 The Contractor shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Contractor.
- 95 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this Agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 96 In the event of additional taxes being imposed during the course of the Agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

CONFLICT OF INTEREST

- 97 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this Agreement, must be identified. East Hants is currently developing a *Code of Business Conduct* which, when implemented, will also become the responsibility of the Contractor to follow, in as much as it affects the delivery of these Services.

PERFORMANCE

- 98 If any part of the PRMS or Services is found to be deficient or not in accordance with the terms of this Agreement, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the PRMS, at its own expense, to comply with the terms of the Agreement; or
 - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
 - c. Where the deficiency is embedded in the PRMS or the Services, East Hants may deduct an amount from any monies owing, or the Agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
 - d. East Hants may terminate the Agreement in accordance with the Termination clauses herein.
- 99 East Hants shall be the sole judge of the adequacy of the equipment, methods, and performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the users or customers, or using third party evaluation services;
 - b. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services.

TERMINATION

- 100 East Hants may terminate this Agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 101 Without in any way limiting Section 100, East Hants may terminate this agreement if the performance of the PRMS or the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the PRMS or the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the PRMS or the Services is unacceptable, such notice shall be considered notice to terminate the Agreement.
- 102 East Hants reserves the right to terminate this Agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 103 Termination of the Agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

RECEIVERSHIP

- 104 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into an agreement with another party to perform the Scope of Work. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

ASSIGNMENT

- 105 The Contractor may not transfer or assign this Agreement without the express prior written permission of East Hants. Assignments or transfers which are attempted to be made to this Agreement without such permission will be void.

ENTIRE AGREEMENT

- 106 The Agreement, together with the Schedules and Contract Documents, form the complete Agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This Agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific Agreement.

INTERPRETATION

- 107 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the Agreement. Any numbers or changes of gender will be interpreted in context.

NOTIFICATION

- 108 Any notifications of a general nature related to this Agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

- 109 The Notifications shall be addressed as follows:

- a. By mail, in person or courier to East Hants:

Municipality of East Hants
RF<<x#> - <<Title>>
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: Manager of Recreation & Aquatics

- b. By email to East Hants:

Primary: aclarkson@easthants.ca
Cc: mhatfield@easthants.ca

- c. By mail to the Contractor:

<<Company Name>>
RF<<x#> - <<Title>>
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Primary: <<email address>>

GOVERNING LAW

- 110 The laws of Nova Scotia shall govern this Agreement. If any dispute should arise under the terms of this Agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

ENUREMENT

- 111 This Agreement shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

SEVERABILITY

- 112 If a provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

WAIVER

- 113 The waiver or breach of any provision of this Agreement shall not form precedence for future breaches of that provision or any other provision of this Agreement.

SIGNED hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONTRACTOR LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between East Hants and the proponent unless and until East Hants and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.



5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by East Hants prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent has reviewed the definition of the term "Conflict of Interest" in section 3.4.1 of the RFP. If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of East Hants within twelve (12) months prior to the Submission Deadline:



8. Disclosure of Information

The proponent consents to the collection, use and disclosure of information as contemplated under the RFP. The proponent hereby agrees that any information provided in this proposal, even if it is identified as confidential, may be disclosed in accordance with *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. The proponent acknowledges that East Hants may make public the name of any and all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel 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.

2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Pricing Form

Description of Cost Item	Quantity	Cost	Extended Cost
Initial Software cost (if any)	1 Lump Sum		
Implementation, including set up of software, configuration, training, testing and support until live and stable (if any)	1 Lump Sum		
Annual Fee, including software licensing, support, maintenance, and usage fees (if any)	5 Annual Units		
Price, sum of all costs and based on Five Years of Service after Go Live date (exclusive of HST)			

Proponents may, at their sole discretion, include their set up fees in their Annual Fee. The intent is for the Price to reflect all costs for which the proponent will wish to be paid for providing the software and services, exclusive of HST.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The supplier of the recreation management software (“Contractor”) will be required to supply and implement a recreation management system which will include all necessary licensing and support as a hosted or on premise Parks and Recreation Management software (PRMS). The Deliverables will include, but are not limited to, the following:

- Supply, install and configure all required software and related modules, integrations, databases and database relationships, scripts, or patches necessary to operate the system as described in the Contractor’s proposal and to meet (or exceed) the East Hants’ stated requirements
- Provide sufficient professional services to implement and test the PRMS as described in the implementation schedule and in such a way as to ensure the PRMS operates without defect or preventable error upon going live. Implementation will include configuring the PRMS so that it provides the features and functionality we require, based on the environment we have described. While we don’t expect the Contractor to set up every SKU, we do require the Contractor to provide the initial functionality (Complex, Facility, User, inventory, SKU and Programs) and sufficient training and support to change and enhance the system prior to and after going live.
- Provide integrations into existing web platforms as gateways to the functionality for users
- Provide training and documentation sufficient for East Hants to operate the PRMS and to meet their requirements.
- Provide timely post-implementation technical support as described in the Contractor’s proposal, during the opening hours specified by East Hants.
- Data migration from the current registration software is **not** required for this project.

The Excel sheet entitled “Recreation Management Software Requirements” contains several tabs which describe the functionality which we expect the Contractor’s PRMS to have in each of the categories we have identified. These requirements are to be considered as minimum requirements.

The Definitions provided in the spreadsheet were developed by East Hants to provide clarity around the requirements and may not be industry standard. Where a conflict occurs between East Hants’ definition and an industry-accepted definition, proponents are to identify the conflict to East Hants in writing prior to the Deadline for Questions; unless clarified in writing by East Hants, East Hants’ definition shall prevail as it relates to establishing our requirements.

The functionality East Hants have identified is based on their understanding of their needs and how that may translate to available features and capabilities of software in the marketplace; it is not meant to restrict responses to any one supplier. Where a proponent identifies a requirement which they believe is restrictive, they are to inform East Hants prior to the Deadline for Questions and East Hants will attempt to clarify the requirement. East Hants is under no obligation to remove or alter any requirement, but will reasonably consider such objections.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

The budget for the acquisition of the PRMS, the implementation of the PRMS as described, and the five year service agreement is, excluding HST, \$60,000.

The Municipality will utilize the PRMS at two complexes (Burntcoat Head Park and the new Aquatic Centre). It is estimated that Burntcoat Head Park will have four Facilities within the Complex (Lighthouse, Ocean floor, Main Garden, & Lookout) and that the new Aquatic Centre will have multiple Facilities in the Complex, including a multipurpose room with 50 person capacity, the Natatorium which includes Main Pool (possibly broken into several Facilities for scheduling purposes) with climbing wall and diving board, a Spa (hot tub), Leisure pool, and Waterslide.

The only module intended to be used at the current pool (Milford) will be the program registration and associated public facing online registration modules. The remainder of modules would need to be ready to be deployed in the new Aquatic Centre which is expected to open in September 2019. While the availability of point of sale (POS) and other modules is desirable as soon as possible after award, East Hants does not wish to incur extra cost or compromise quality in achieving unrealistic targets.

East Hants wishes to have discretion over which modules and/or functions it activates and when, although all modules/functions must be installed and tested prior to Go Live.

The Annual Fees will only commence after the PRMS has gone live. For example, if the PRMS goes live March 14, the Annual Fee would cover the period to March 13 the following year.

MILFORD SWIMMING POOL

- East Hants currently operates a six-lane indoor swimming pool with a multipurpose room that has a capacity for fifty (50) people.
 - The facility offers memberships, daily admissions, swimming programs, small retail sales, and facility rentals of pool, multipurpose room or both.
 - All registrations and bookings are done in person or on the phone.
 - All payments are cash, cheque or credit card and are done in person.
 - The swimming pool currently uses a program registration software system that was developed internally.
 - Facility bookings, memberships and retail are not being tracked through this software.
 - Data migration of current registration software is not required for this project.
- This facility will be closed when the new aquatic centre currently under construction becomes available (fall 2019).

Milford Swimming Pool Statistics

- In 2017 there were 1,231 swimming lesson participants
 - Facility program revenue - \$177,120
 - Facility rentals revenue - \$28,043
 - Merchandise revenue - \$4,100

RECREATION

- In 2017 approximately 350 participants were registered for Municipal recreation programs (day camps, after school programming).
 - Program revenue - \$15,860
 - Majority of these programs are not run out of Municipally-owned or operated facilities.

TOURISM - BURNTCOAT HEAD PARK

- Burntcoat Head Park is a seasonal operation that runs mid-May through mid-October.
- The Park offers daily ocean floor tours, special programs, and retail sales.
 - Currently offering ocean floor tours on up to 120 days per season. Tours are scheduled in groups of up to 15. There may be up to 3 groups per day.
 - Ocean floor Tours run an irregular schedule based on ocean tide times which do not occur at the same time each day.
 - Registrations are taken via email and over the phone.
 - Retail sales are processed via cash register and interact machine.
 - Tour and event schedule is available on the park website.
<https://www.burntcoatheadpark.ca/events/>
 - Site operates with an internet connection which provides a maximum of 15mbps.

- In 2018, there were bookings for 2 weddings and other unique events such as dinners on the ocean floor.

Burntcoat Head Park Statistics

- In 2017 there were 28,000 visitors to the park. Admission to the park is free however, individuals and or groups can book tours, and purchase retail products.
 - Facility tour revenue - \$12,775
 - Retail sales revenue - \$28,280

EAST HANTS AQUATIC CENTRE

- The Municipality is currently constructing a new Aquatic Centre with a targeted opening of fall 2019. Amenities included in facility are:
 - Six-lane, twenty-five meter pool
 - Leisure pool with lazy river
 - Spa (hot tub)
 - Waterslide
 - Climbing wall in the main pool
 - 10 person viewing area
 - Multi-purpose room capacity of 50 people, with access to kitchenette
 - Outdoor splash park with no charge for admission
 - This facility will see approximately 75,000 people annually through either through general admissions, programs or rentals.
- The intent is that the PRMS will manage memberships, punch passes, daily admissions, swimming programs, merchandise sales, and rentals of each of the available amenities at this facility, through all currently available channels.

OTHER FACILITIES

East Hants has a variety of outdoor parks, trails and open spaces. None of these sites are currently available for rent or used regularly for programming. While it is not a requirement of this agreement that the PRMS accommodate parks, the ability to add additional Complexes and Facilities is a something East Hants expects as part of the PRMS that is delivered.

East Hants offers programs in facilities that are not owned or operated by East Hants. It is assumed that there are no restrictions on the ownership of locations where programming may be scheduled, or with respect to the number of Complexes or Facilities that can be created.

USERS

There will be approximately ten workstations with concurrent access to the PRMS, with three of the ten requiring point of sale capabilities. The point of sale locations are: two at the new Aquatic Centre reception desk and one at Burntcoat Head Park. There will be approximately thirty individuals that will access a work station who will each need an individual user login.

TRAINING

Training with respect to using the PRMS will be required for a minimum of eight municipal full time staff. At minimum, two of these staff will be designated with Administrator status, five will be responsible for having access to the each module including the maintenance (back-end) and the remaining two will be utilizing front line features for various modules (Point of Sale, Program Registrations and Facility bookings).

Training will cover every feature and capability available to East Hants, including, without limitation, set up, Programs, Complexes, Facilities, inventory, reporting, and Financial Integration.



SUPPORT

The current pool, the future Aquatic Centre, and Burntcoat Head Park operate seven days a week with operational times in the range of 6:00am – 11:00pm local Nova Scotia time. East Hants will require access to support services during these periods.

FINANCIAL INTEGRATION

East Hants operates with SAP as their primary accounting software and uses Moneris for existing Point of Sale (POS) transactions. All financial reporting will need to be able to be exported to a “.csv” format at minimum, though the ability to provide integrations to SAP, depending on their nature and functionality, may be considered an asset.

Payments accepted via the PRMS will need to be able to be coded to various Cost Centre’s and General Ledger categories as determined by East Hants.

The integration into SAP requires information to be reported by company, cost centre, general ledger account, tax code, and any other database fields East Hants may identify.

The PRMS must be able to show schedules on a Wordpress website as a calendar through an integration.

The pre-conditions of award that apply to this RFP, if any, are set out below.

The selected proposal must include PRMS and services which will achieve the requirements specified in Exhibit 1, RECREATION MANAGEMENT SOFTWARE REQUIREMENTS.

C. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP and to any resulting Agreement are set out below.

- The PRMS and related features must be Payment Card Industry (PCI) Data Security Standard compliant. The proponent will provide a declaration to this effect in their proposal.
- The PRMS and related features must be compliant with *Canada’s Anti-Spam Legislation* (CASL). The proponent will provide a declaration to this effect in their proposal.
- The PRMS, related features, and the processes of the Contractor must be compliant with Nova Scotia’s *Personal Information International Disclosure Protection Act* (PIIDPA). The proponent will provide a declaration to this effect in their proposal.
- The PRMS, related features, and the processes of the Contractor must be compliant with Canada’s *The Personal Information Protection and Electronic Documents Act* (PIPEDA), including with respect to the obligations to notify with respect to a data breach, and for such purposes, any personal information shall be deemed to be under its control. The proponent will provide a declaration to this effect in their proposal.

D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Stage II		
D.1 Experience and Qualifications	5 points	N/A
D.2 Description of Software and Implementation	30 points	N/A
D.3 Training and Support	10 points	N/A
D.4 Implementation Schedule	5 points	N/A
D.5 Data Security and Environment	5 points	N/A
Subtotal D.1 to D.5	55 points	37 points
E.1 Software Demonstration	15 points	N/A
Pricing	30 points	N/A
Total Points	100	N/A

Suggested Proposal Content for the Evaluation of Rated Criteria

D.1 Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of the software solutions the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables.
- (c) two examples where you have delivered similar software and related services to a client of similar size and complexity as East Hants. As an exact match is unlikely, provide examples as close as possible to our situation and from as recent a date as possible. Include the following detail, if possible, for each example:
 - a. Number of Users,
 - b. volume of customers,
 - c. description of modules deployed,
 - d. how long implementation took from start to Live date

D.2 Description of Software and Implementation

Please describe the software you will provide, including a thorough description of each module that will be provided, any scripts or patches which you think may be required based on the environment we have described, and the level of effort you believe will be required to achieve the promised Go Live date you indicate in the implementation schedule. In particular:

- Provide an overview of the software as it relates to our requirements showing the modules which provide the functionality requested.
 - Include a description of features and functionality the software may have above and beyond our requirements.
 - Include a description of any unique or value-added features included in the software being proposed
 - Describe how PRMS integrates with turnstiles, card reading, and other peripherals.
 - Describe any hardware required to implement and use the system. Include any proprietary hardware in the cost.
- Describe the level of effort expected from East Hants. Include a list of aspects of the implementation for which East Hants will be responsible.
 - It is presumed that East Hants will have to enter descriptions for POS data (SKUs). Describe any available uploads which may be included the price provided by the proponent at no additional charge
 - Describe what details East Hants will have to supply in order to have Complexes and Facilities configured appropriately for rental (size, area, amenities, location, GPS, etc.).
 - Testing support
- Describe the level of effort provided by your company during implementation.
 - Meetings
 - Data gathering
 - Data entry
 - Testing
 - Value-added services
- Describe:
 - Features to assist persons with disabilities, if any (User and Customer)
 - Included integrations/interoperability with card scanning hardware (membership cards, barcode coupons, and gift cards)
 - Ability to process payments with wireless PIN pads
 - Ability for the system to automate tasks, such as forcing an action to occur automatically based on one or more criteria (e.g. automatically schedule maintenance or set-up tasks based on a room being booked)
 - Ability to automate the assignment of tasks to a specific User, triggered to be displayed when they log in
 - Ability to configure roles and permissions for User and Customer rights (how specific can these rights be)

D.3 Training and Support

Describe the training plan proposed for this implementation, considering our minimum requirements. Discuss:

- timelines (when training is provided relative to the implementation schedule)
- delivery methods (on-site or on-line, videos, slideshows, etc.)
- overview of the training required by role (user, administrator, etc.)
- Proposed number of sessions and total hours
- Is train the trainer available or included?
- Indicate the cost for additional training sessions over the life of the initial term.

Describe the training and support resources available to the general public with respect to this software.



With the exception of additional training sessions that East Hants may request, the cost to provide training as described in your proposal must be included in your proposal cost.

Describe the support available for your software, including the following. If there is a cost for these services, the cost is to be included in your Annual Fee.

- Helpdesk support hours
- Maximum response times based on incident type and critical response escalation
- Available knowledge base, user forums, and other user group opportunities.

Describe the method for software updates and maintenance. If there is a cost for these services, the cost is to be included in your Annual Fee. Discuss:

- When updates/maintenance are performed
- What impact maintenance has on availability of the system

Discuss the current lifecycle status of the software, including:

- Planned or pending upgrades (enhancements, timeline, cost) or obsolescence
- Typical path to upgrades even if none are planned.

D.4 Implementation Schedule

Describe the implementation schedule relative to award and related tasks and activities included in implementation. Include, at minimum, the following:

- Requirements gathering prior to installation, if any
- Installation of software
- Configuration, including time available in the schedule for East Hants to enter data
- Data scrubbing and final implementation
- Training time and final documentation
- Expected go live date
- Duration of testing, including when East Hants may have to provide support for this testing
- Duration of monitoring and increased support (if any) during initial live operation

D.5 Data Security and Environment

Describe the software environment (SaaS, Cloud, etc.), including the technical requirements necessary to install, implement and properly run your software solution. Include the following in your response:

- What are the terms of applicable service level agreements, if any?
- Disaster recovery/business continuity plans, if applicable.
- Financial protections within the supply chain (indemnification from Cloud provider, etc.), if applicable.
- Regulatory compliance.
- Safe harbour provisions

Discuss security, including firewall, encryption, password protection, and physical security, as they may relate to providing software to East Hants, most applicable if providing a hosted or cloud solution.

- Discuss privacy and confidentiality, including a summary of any known breaches which may have affected your software or its delivery by other parties contracted or identified by your company.
- Is data stored in an encrypted form?
- Are there third party verification of security audits? How often are audits performed? What is included in audits (vulnerability scans, penetration tests)?



Discuss web interface and access to administrative rights. Ideally East Hants' Information Services staff will have full access to the web interface.

E.1 PRMS Demonstration

East Hants may request one or more proponents to provide a demonstration of their software. Only proponents who have met the minimum threshold for each rated criteria will be invited to provide a demonstration.

Demonstrations are not to exceed two hours and must be limited to the modules, features and functions included in their proposal. A time period has been reserved in the RFP schedule for presentations; we ask all proponents to reserve this time in case they are asked to present.

Demonstrations are to be provided to East Hants at their location, either in person or through a webinar. The intent of a demonstration is to provide East Hants with a sense of the interface they would be using, a demonstration of all functions and modules (as time allows) being provided, and an understanding of the value being which the software will provide to East Hants.

