



**Contract 3852P**

**Tempest Implementation Consulting Services**

**1. Introduction**

The City of Richmond proposes to engage the services of a Tempest Implementation Consultant (“Consultant”) to provide analysis, project management and implementation services for the Tempest Software Modules which includes Land, the GIS Interface, Property Taxation, Utility Billing, Local Improvements, Cash Collections, the GL Interface, Latecomer Agreements, Web Customer, Web Inquiry, Electronic Commerce, Electronic HOGs, the Electronic Bill Presentment and Payment Interface (for *epost*<sup>™</sup>), and MyCity.

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

**2. Submission Details**

Three (3) copies of proposals marked “**Tempest Implementation Consulting Services – Contract 3852P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 12:00 Noon local time, Wednesday, February 3, 2010. Submissions received after this time will be returned to the sender.

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

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for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

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

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

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s

Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

### **3. Enquiries**

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

Purchasing

Sumita Dosanjh  
Buyer II – Contracting Specialist  
Purchasing Section  
City of Richmond

Telephone: 604-276-4097  
E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

3.2 Technical clarification shall be directed to:

Technical

Edward Hung  
Manager,  
Enterprise Application Development  
Information Technology  
City of Richmond

Telephone: 604-276-4386  
E-mail: [ehung@richmond.ca](mailto:ehung@richmond.ca)

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

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

### **4. Project Background**

The City is in the process of implementing the Tempest system. The implementation team consists of city staff members from Finance, Engineering & Public, Urban Development, Information Technology and Tempest Consultants. The Tempest modules to be implemented include the following:

Land, the GIS Interface, Property Taxation, Utility Billing, Local Improvements, Cash Collections, the GL Interface, Latecomer Agreements, Web Customer, Web Inquiry, Electronic Commerce, Electronic HOGs, the Electronic Bill Presentment and Payment Interface (for *epost*<sup>TM</sup>), and MyCity.

### **5. Project Scope**

#### **Consultant Duties**

5.1 Overall Responsibilities

Lead the Finance, Urban Development and IT teams in the analysis and project management of the Tempest system implementation. The Consultant will complete the deliverables as outlined.

## 5.2 Specific Duties

- a) Review the business processes;
- b) Review the application system setup;
- c) Review the user requirements;
- d) Review fit/gap analysis with Tempest users and Information Technology team;
- e) Recommend business process changes;
- f) Recommend system design and changes;
- g) Recommend the Tempest system configuration;
- h) Document all recommendations, designs related to the deliverables.

## 5.3 Deliverables

- a) Tempest Implementation Project Management:
  - 1) Project Charter Document, Statement Of Work (SOW);
  - 2) Develop requirements analysis and fit gap for Tempest modules;
  - 3) Develop a software platform build and configuration setup document;
  - 4) Develop a work plan for go live and implementation.
- b) Data conversion:
  - 1) Develop Open Tax and Tempest data conversion requirements specification document;
  - 2) Develop a technical conversion document identifying file format, structure, environment, scripts, validation and testing.
- c) Interface:
  - 1) Review requirements and recommend solutions for the need of Tempest interfaces between the City's PeopleSoft financial system, Amanda property system, and ParkSmart;
  - 2) Develop an integration specifications document for each bridge.

d) System Testing

- 1) Develop a plan documenting the unit and system test scripts, procedures and expected results.
- 2) Develop a document identifying the system acceptance criteria and project risk registry.

e) Review with user departments and recommend business process improvements, in particular, between Finance, Urban Development and Public Works areas.

5.4 The consultant is responsible for any additional requirements identified during the engagement.

**6. City Provided Items**

The City will provide a workstation with a telephone, desktop computer, appropriate computer software and network connection for the Consultant to use during the period for this assignment. Any other office supplies or equipment will be the responsibility of the Consultant.

**7. Project Schedule**

The project is to be completed by December 2010, with work commencing in February 2010. A project schedule is to be submitted with the proposal.

**8. Proposal Submissions**

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

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of background in business & system analysis, project management, Tempest system implementation and upgrade experience.
- A description of the Consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- A detailed project methodology explaining each project task including what will be expected of both the Consultant and the City with respect to each task.
- Team Composition – a complete listing of all key personnel who will be assigned to this project if applicable. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, e.g. approach to be taken, feasibility and market study, etc.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a priced methodology complete with a time allotment for each identified task you propose to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- A minimum of three (3) client references from projects of a similar size and scope.

#### **9. Working Agreement**

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for quotation and the successful proponents submission and any modifications thereto.

#### **10. Evaluation Criteria**

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

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



**City of Richmond**  
Business & Financial Services Department

**Notice of No Bid**

**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.  
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.  
**3852P**

**A Quotation/Proposal/Tender is not being submitted for the following reason(s):**

- |  |  |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services  | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications     | <input type="checkbox"/> Cannot meet delivery requirements                                       |
| <input type="checkbox"/> Specifications are not sufficiently defined               | <input type="checkbox"/> Cannot quote/tender a firm price at this time                           |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender.                              |
| <input type="checkbox"/> Quantity too small  | <input type="checkbox"/> We are unable to competitively quote/tender at this time.               |
| <input type="checkbox"/> Quantity too large  | <input type="checkbox"/> We do not have facilities to handle this requirement                    |
| <input type="checkbox"/> Quantity beyond our production capacity                   | <input type="checkbox"/> Licensing restrictions (please explain)                                 |
| <input type="checkbox"/> Cannot meet packaging requirements                        | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading                | <input type="checkbox"/> Other reasons or additional comments (please explain below)             |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments		Firm Name
		Address
		City
		Province <span style="float: right;">Postal Code</span>
		Telephone Number



**This Agreement** dated the \* day of \*, 2010, at the City of Richmond, in the Province of British Columbia

**Between:**

**City of Richmond**  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1

(the "City")

**And:**

\*

(the "Consultant")

**Whereas:**

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

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

**1. Responsibilities and Duties**

- 1.1 The Consultant shall be responsible for the following as per Request for Quotation\*/Proposal \* and the Consultant's submission dated \*.
  - a) \*
  - b) \*
  - c) \*
  - d) \*
  - e) \*

- f) ✖
- g) ✖
- h) ✖

1.2 The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

## 2. Compensation

- 2.1 In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$✖ plus GST per ✖ for the duration of the term of this agreement, but total amount of payments not to exceed \$✖ plus GST.
- 2.2 Once per month, commencing no sooner than ✖, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of ✖ (the "Statement of Account").
- 2.3 The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4 The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5 The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

## 3. Performance Standards

- 3.1 The Consultant is responsible for meeting the following ✖ targets:  
✖
- 3.2 The Consultant agrees to comply with following project deadlines:  
✖
- 3.3 The Consultant shall prepare a report to the City on a monthly basis indicating ✖ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

## 4. Benefits

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

**5. Independent Contractor**

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

**6. Assignment And Subcontracting**

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

**7. Indemnity**

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

**8. Insurance**

- 8.1 The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
  - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2 The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3 The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4 All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5 Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

**9. Representation**

9.1 The parties hereto agree that for all purposes hereunder the City shall be represented by the ☉.

**10. Ownership of Products**

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

**11. Confidentiality**

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

**12. Related Companies**

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

**13. Term**

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

**14. Termination**

14.1 Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2 Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

**15. Notices**

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

**16. Feminine/Masculine**

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

**17. General**

17.1 This Agreement may be amended upon mutual agreement of the parties in writing.

17.2 This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

17.3 This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
City of Richmond