



**REGIONAL DISTRICT
of Fraser-Fort George**

**REQUEST FOR PROPOSALS
ADM-23-02**

**ELECTRONIC DOCUMENT AND RECORDS
MANAGEMENT SYSTEM SOFTWARE**

Date Issued: April 24, 2023

Closing Location: Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8

Closing Date and Time: **May 12, 2023**
10:00 am (Pacific Standard Time)
No Public Opening

Inquiries: Email Brandon Hill at bhill@rdffg.bc.ca

Note: Late submissions will not be considered



TABLE OF CONTENTS

1.0	INTRODUCTION AND BACKGROUND	3
1.1	Overview	3
1.2	Background	4
2.0	INVITATION AND INSTRUCTIONS	6
2.1	Request for Proposals ("RFP") Documents:	6
2.2	Proposal Submissions and Closing Date	6
2.3	Errors, Omissions, Clarifications	7
2.4	Regional District's Right to Reject Proposals	7
2.5	Conflict of Interest	8
2.6	Liability for Errors	8
2.7	Limitation of Liability	9
2.8	Sub-Contractors	9
3.0	PROPOSAL FORMAT	9
3.1	Proposal Evaluation	10
3.2	Selected Proponent Negotiations	10
3.3	Termination of Negotiations and/or RFP Process	10
3.4	Compliance	10
3.5	Documents	10
3.6	Project Manager	11
3.7	Ownership of Proposals and Freedom of Information	11
3.8	Confidentiality	11
3.9	Rights of Waiver	11
3.10	Severability	11
3.11	Governing Laws	11
4.0	IMPLEMENTATION SERVICES & AFTER SALES SUPPORT	11
4.1	Consulting Services	12
4.2	After Sales Support	12
5.0	SELECTION AND EVALUATION	12
5.1	EDRMS Requirements (RIM Functionality & Technical Infrastructure	13
5.2	Intuitiveness and Ease of Use	14
5.3	Relevant Experience & References	14
5.4	Total Purchase Pricing	15
5.4.1	Software Licences	15
5.4.2	Additional Costs	15
6.0	EVALUATION PROCESS	16
7.0	CONTRACT	16



7.1	Sample Service Agreement	16
7.2	Award of Contract	16
7.3	Contract Duration	16
7.4	Notice of Default.....	17
7.5	Termination	17
7.6	Insurance, WorksafeBC, Indemnity	17
7.6.1	Insurance.....	17
7.6.2	WorkSafeBC.....	18
7.6.3	Professional Responsibility	18
7.6.4	Indemnity.....	18
7.7	Scope of Work.....	18
7.8	Invoicing and Payment.....	19
7.9	Entire Agreement	19
7.10	COVID-19.....	19
7.11	Dispute Resolution	19
7.12	Waiver of Terms and Conditions.....	20
7.13	Force Majeure	20

APPENDICES

Appendix A – Relevant Experience & References.....	21
Appendix B – EDRMS Deliverables.....	22
Acknowledgement Letter.....	25
Goods and Services Tax Information.....	26
Conflict of Interest Disclosure Statement.....	27
Contract ADM-23-02.....	28



1.0 INTRODUCTION AND BACKGROUND

1.1 Overview

The Regional District of Fraser-Fort George (the “Regional District”) is inviting proposals from qualified firms to provide for an EDRMS (Electronic Document and Records Management System) to provide secure management of its electronic records, documents, and data.

The Regional District's Corporate Records Management Program (CRMP) has, up to this point, focused on management of physical records, revising policies and implementing procedures to ensure compliance with legal document retention and privacy requirements. The priority has been the full lifecycle management of records: from creation, proper classification, access controls, secure retention, to defensible destruction.

The selected proposal must support basic functionality associated with industry-accepted practices for the management of records including the following:

- support a function-based classification system;
- implement custom retention schedules;
- manage a number of different types and formats of electronic records
- desktop integration for the management of electronic formats;
- security of content of records including privacy and confidentiality provisions;
- various levels of access to information by staff and possibly external users;
- management of user access levels by system administrators within the Regional District;
- browser-based user interface (preferably browser agnostic and mobile friendly);
- workflow capabilities; and
- system auditing, report maintenance and generation.

There is no preference to the data being stored on premises or in the Cloud. Cloud storage must comply with Federal and Provincial Privacy Laws and storage costs must be provided as part of this RFP.

In addition, integration with other adopted corporate software applications to manage records created by, or used within, those applications is required. Examples of applications and record types include the following:

- Vadim – Finance and Payroll records;
- HUB - Land Management, Planning, Building Compliance records;
- Office 365 including SharePoint and MS Outlook; and
- eScribe – Board and Committee agenda management software.

This application must have an Application Programmer Interface (API) to allow the Regional District to submit records to and from other in-house Regional District systems.

The key business objectives of the selected EDRMS are to:

- permit the Regional District to manage its electronic records in an efficient and effective manner;
- ensure that the Regional District remains compliant with its internal policies and applicable legislation;
- securely store the records and data throughout their lifecycle in order to provide evidence



- of reliability, integrity and authenticity of records within the EDRMS;
- provide robust search capabilities and ensure records can be appropriately accessed;
- provide for role-based privileges to be applied to electronic records and data to protect personal and confidential information;
- provide for access logs, auditing, legal holds, and alert capabilities;
- provide an intuitive user interface with minimal records classification responsibility imposed on end users;
- ensure that records are disposed of according to approved records retention schedules with streamlined processes for approvals and reporting; and
- assist with controlling the costs associated with managing Regional District's electronic records.

1.2 Background

The Regional District provides a range of services including:

Corporate and Legislative Services

- Board and Committee minutes
- Meeting Agenda Management and associated public correspondence, reports
- Contract, bylaw, policies, procedures management
- Freedom of Information and Protection of Privacy
- Records Management
- Communications including external website
- Intranet
- Human Resources
- Culture and Heritage

Financial Services

- Accounts Payable
- Accounts Receivable
- Payroll
- Budgets
- Sustainability Practises
- Asset Management

Development Services

- Land Use Planning
- Building Inspection
- Bylaw Enforcement
- Economic Development

Environmental Services

- Water, sewer systems
- Solid Waste Management (landfills and transfer stations)
- Recycling Management
- Regional Parks and cemetery services

Community Services

- Core Community Services
- Community Halls
- Cemeteries (2)



- Community Grants-in-Aid
- Management of Recreation Centres (2)
- Fire Services
- Management of Volunteer Fire Services (13 Volunteer Fire Departments)
- Public Safety
- 911 Emergency Response System
- Emergency Preparedness/EOC

Information Services

- Geographic Information Services
- Software licensing and support
- Helpdesk
- Hardware procurement, installation, and support
- Network management

The following documents have been identified as relevant to this project and will be made available to the successful proponent once the contract is awarded:

1. Corporate Records Management Program Establishment Bylaw No. 2945
2. Corporate Records Management Program Manual
3. Retention and Destruction Schedule

The Regional District's physical records are currently the "official records", with limited exceptions. Active physical records are stored with each department, while inactive physical records are stored in a central records centre for the most part containing approximately 300 banker boxes of records. These physical records are in the process of being managed in accordance with the Retention and Destruction Schedule. Physical records are also stored at each of the volunteer fire department halls, landfills, recreation centres and Public Safety Operations Building. Upon implementation of an EDRMS physical records prior to the effective date of implementation will be either brought into the EDRMS or continue to be managed in the physical form in accordance with the records classification and retention schedule ("RCRS"). Conversion of the physical records to digital and submission into the EDRMS is not part of this project.

The Regional District's CRMP includes an approved RCRS that incorporates the legal requirements for BC local government records retention, as provided in the current Local Government Management Association of British Columbia's Records Management Manual. The RCRS is currently used to manage the Regional District's physical records, and is expected to be used, or modified for use, with the successful EDRMS to manage all of the Regional District's records.

The successful EDRMS is expected to provide a solution for the migration and management of up to 3 TB of electronic records, documents, and data (including GIS maps, CAD files) from the shared network drives, and be scalable to meet the Regional District's future records and information management needs. The transfer of these files to the EDRMS is not an expectation as part of this project.

Integration with existing principal or off-the-shelf software applications in use by the Regional District is highly desirable.



2.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George invites proposals from qualified firms to provide for an EDRMS (Electronic Document and Records Management System) to provide secure management of its electronic records, documents, and data.

2.1 Request for Proposals (“RFP”) Documents:

RFP Documents may be obtained on, or after, April 24, 2023

- a. in a PDF (Public Document Format) file format from the Regional District’s website at www.rdffg.bc.ca , or
- b. on the BCBid website @ www.bcbid.gov.bc.ca, or
- c. in hard copy from the Regional District Service Centre, 155 George Street, Prince George, B, by appointment only between 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:00 p.m., Monday to Friday, excluding statutory holidays.
 - to schedule an appointment please email bhill@rdffg.bc.ca.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

The lowest or any proposal will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all proposals. Facsimile proposals and electronic proposals will NOT be accepted.

2.2 Proposal Submissions and Closing Date

Proponents will complete and submit three (3) copies of their proposal, formatted as described in Section 4.0. PROPOSAL FORMAT, in a **sealed envelope**.

Sealed proposals will be received by the General Manager of Financial Services, on the 3rd floor at the Regional District of Fraser-Fort George, up to **10:00 a.m. local time on Friday, May 12, 2023**.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (10:00 a.m., May 12, 2023) will be considered disqualified and will be returned to the proponent.

The following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as the outside of the courier envelope (if sending by courier):**

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8



2. Request for Proposals, ADM-23-02
Electronic Document and Records Management System Software
3. Responding Proponent's name and address.

To be considered, proposals must be signed by an authorized signatory of the proponent. By signing the proposal, the proponent is bound to statements made in response to this RFP. Any proposal received by the Regional District that is unsigned will be rejected.

Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by proponents as a result of the preparation or submission of a proposal pertaining to this RFP. The accuracy and completeness of the proposal is the proponent's responsibility.

The Regional District reserves the right to negotiate with any proponent at its discretion. The proponents will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

2.3 Errors, Omissions, Clarifications

All questions and requests for clarification relating to the RFP process, and/or identification of any errors or omissions in the RFP documents, shall be made by email to Brandon Hill, Records Management Coordinator, bhill@rdffg.bc.ca

NOTE: the last day that requests for clarification or inquiries may be made is Friday, **May 5, 2023** in order that addenda, if necessary, are issued in time for all proponents to complete their proposal submission and have it delivered to the Regional District office prior to the closing time and date of the RFP.

Acknowledgement Letter

Upon receipt of this RFP, a potential proponent will sign the Acknowledgement Letter (page 25) and email or fax the signed Acknowledgement Letter to the attention of Brandon Hill, Records Management Coordinator, Regional District of Fraser-Fort George at bhill@rdffg.bc.ca. A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal. Any work done after discovery of discrepancies, errors or omissions will be done at the Proponent's risk.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

2.4 Regional District's Right to Reject Proposals

The Regional District may, in its sole discretion, reject any and all Proposals, or accept the Proposal deemed most favourable in the interests of the Regional District. The lowest price, or any Proposal, will not necessarily be awarded.

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions contained in this RFP may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Proposals which are non-conforming because



they do not contain the content or form required by this RFP, or for failure to comply with the process for submission set out in this RFP, whether or not such non-compliance is material.

The Regional District's intent is to enter into a Contract with the Proponent who has submitted the best value proposal. The Regional District reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the best value offered to the Regional District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Proposal which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Proposal submitted;
- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
- d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
- e. accept a Proposal which is not the lowest price Proposal; and
- f. cancel or reissue this RFP without any changes.

Without limiting any other provision of this RFP, the Regional District may, in its sole discretion, reject a Proposal submitted by a Proponent, if the Proponent or any officer or director of a corporate Proponent, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

2.5 Conflict of Interest

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves discretion to reject any proposal where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b. in the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a proposal, the proponent is required to complete a Conflict of Interest Disclosure Statement (page 27).

The Regional District reserves the right to reject any proposal submitted by a proponent who is, or whose principals are, at the time of proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

2.6 Liability for Errors

The Regional District will not be responsible for any costs incurred by Proponents as a result of the preparation or submission of a Proposal pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent's responsibility. If errors are discovered, they will be corrected by the Proponent at their expense.



Proponents acknowledge that the Regional District, in the preparation of this RFP, supply of oral or written information to Proponents, review of Proposals or the carrying out of the Regional District's responsibilities under this RFP, does not owe a duty of care to the Proponents.

2.7 Limitation of Liability

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Request for Proposal process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Proposal or otherwise breached or fundamentally breached the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.

2.8 Sub-Contractors

All sub-contractors, including affiliates of the Proponent, should be clearly identified in the Proposal.

A Proponent may not sub-contract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in this RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of this RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of this RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed sub-contractor might be in a conflict of interest, the Proponent should consult with the Project Manager prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of this RFP.

3.0 PROPOSAL FORMAT

Proponents are asked to respond in a similar manner. The following format and sequence should be used to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- a. Title Page – including Request for Proposal title and number, proponent's name and address, telephone number, fax number, email address and contract representative
- b. One-page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal
- c. Table of Contents including page numbers
- d. An Executive Summary of the key features of the proposal.
- e. The body of the proposal, including the Financial Proposal, i.e. the "Proponent's Response"
- f. Completed List of Subcontractors
- g. Workplan including methodology, start date, milestones and completion date.
- h. Detailed budget breakdown including total fees for software, licenses and additional annual costs for licensing and maintenance.
- i. Additional information that a proponent may choose to provide
- j. Goods and Services Tax Information form



- k. Conflict of Interest Disclosure Statement
- l. **All amendments and addenda, if any, issued for this RFP. Each amendment and addendum must be signed by the proponent and included with the proposal and will form part of the proposal and contract documents.**

3.1 Proposal Evaluation

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP. Proposals will be assessed by a committee formed by the Regional District.

3.2 Selected Proponent Negotiations

The Regional District, in its sole discretion, may enter into contract negotiations with a selected Proponent, or Proponents, based only on the evaluation of the written Proposal(s), and/or an evaluation of the combination of the written Proposals and/or detailed discussions. The Regional District may enter into negotiations with any Proponent without requiring any other Proponents to make any presentations or require any other Proponents to enter into detailed discussions with the Regional District.

3.3 Termination of Negotiations and/or RFP Process

The Regional District may terminate contract negotiations with any Proponent and enter into contract negotiations with any other Proponent if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily completed in the best interests of the Regional District. The Regional District may, in its sole discretion, reject any or all Proposals at any time throughout the Proposal evaluation, Proponent selection, or contract negotiation process.

3.4 Compliance with RFP Requirements

All terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal.

All items in the Proposal that are **not** in full compliance, or that vary from the specific requirements, should be clearly identified in the Proposal as non-compliant and/or variant, and should include specific reference to the relevant section in this RFP and the precise nature of the variance or noncompliance. Non-compliance or variances with the specific RFP requirements will not necessarily result in rejection of a Proposal.

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, will be in the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter detailed discussions, or negotiations with the Proponent(s).

3.5 Documents

The successful proponent will be required to provide all documents related to the project to the Regional District in hard copy and an electronic format. All text documents will be in a Microsoft Word and PDF format.

The successful Contractor will be provided with the documents listed under Section 1.2 and is expected to return these documents to the Regional District at the conclusion of the project.



3.6 Project Manager

All questions concerning RFP ADM-23-02, Electronic Document and Records Management System Software, are to be directed to the Project Manager.

Brandon Hill, Records Management Coordinator
Regional District of Fraser-Fort George
Telephone: 250-960-4400
Fax: 250-563-7520
Email: bhill@rdffg.bc.ca

3.7 Ownership of Proposals and Freedom of Information

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each proposal should clearly identify any information that is considered to be confidential or proprietary information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

3.8 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, the proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the proponents as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the proponent to fulfil their obligation under this Contract, or by the laws of British Columbia.

3.9 Rights of Waiver

A waiver, or any breach of provision of this RFP will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

3.10 Severability

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.

3.11 Governing Laws

This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.

4.0 IMPLEMENTATION SERVICES & AFTER SALES SUPPORT

Upgrades of the solution must be implemented with as little impact on the users as possible. It is



required that upgrades be implemented by the Regional District with little or no need for proponent involvement. The proponent should clearly outline whether releases and updates are included in annual maintenance costs or priced separately. Please indicate if the proponent maintains a user website so that common issues and resolutions can be examined without the need to always resort to helpdesk support.

4.1 Consulting Services

Proponents are expected to provide a proposed project implementation timeline as part of their proposal. This should highlight key milestones and provide an anticipated time to completion. The Regional District requires the proponent to provide the implementation team for the bulk of the work required to configure and deploy the selected application.

It is also expected that the resources proposed by the proponent will provide a sufficient transfer of technical knowledge about the application to Regional District staff for system maintenance following the implementation.

The Regional District also requires the proponent to include multiple levels of user training as part of the implementation. Detailed costing for training should be provided.

In order to accommodate any future requirements, the proponent should indicate their consulting rate(s) for additional services.

4.2 After Sales Support

After installation it will be necessary for the Regional District to receive after-sales support services, including the following:

- timely fixes of technical problems or bugs;
- helpdesk support that is timely and of good quality;
- additional software training as required;
- assistance with software configuration as required;
- availability of proponent resources on a timely and cost-effective basis;
- if server on premises, provision of security patches as required within acceptable timeframe; and
- follow-up and ongoing maintenance of the application.

It is expected that the proponent will maintain and make available appropriate helpdesk support for the Regional District for the resolution of generic issues encountered with the application. This includes the ability to report bugs and other inconsistencies, and to receive timely updates on the progress of bug fixes as requested. Proponents should describe the support services available as part of their proposal.

5.0 SELECTION AND EVALUATION

The Regional District requires the proposed EDRMS to be a quality solution capable of addressing its stated needs, in a manner consistent with a user-configurable EDRMS software solution. While there are some mandatory requirements indicated, these are stated at a high level and it is expected that all proposed solutions will be able to comply. It is strongly suggested that proponents attempt to showcase those functions which will be of most benefit to Regional District and are distinct to their product.



The Regional District will base its evaluation on 5 broad areas. Each area will be scored according to a specific set of criteria. These broad categories are:

Category	Point Value/%
A EDRMS Requirements (RIM Functionality & Technical Infrastructure)	40
B. Intuitiveness and ease of use for end-users	15
C. Proponent experience & references	15
D. Total purchase price (for software costs plus service costs for implementation, training, support and maintenance)	15
E. Implementation services and after-sales support	15
Total	100

The following sections set out the criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

5.1 EDRMS Requirements (RIM Functionality & Technical Infrastructure)

It is expected that the successful EDRMS will deliver and do the following:

- securely store and manage the Regional District's electronic records, documents and data;
- support document metadata, classification metadata, and retention metadata;
- maintain an audit trail of actions;
- provide interface customization without customizing the software itself (e.g. displaying only those folders or data users are authorized to view and role-based view);
- provide robust and intuitive search capabilities;
- option to integrate with mobile devices;
- integrate with Microsoft Office and Microsoft Outlook in a manner that is simple for the end-user;
- integrate with existing adopted corporate software applications as set out in this RFP;
- optical character recognition (OCR) capability compatible with existing multifunction devices and computer applications;
- version control;
- support for retaining digital signatures from Adobe Acrobat, DocuSign, and other commonly used systems;
- provide for workflow efficiencies;
- non-recoverable disposition (expunge) and auto-deletion based on specific rules and have the ability to transfer records and their associated metadata to a different location (e.g. for archiving and digital preservation);
- intuitive and straightforward email management (including attachments);
- ability to migrate current electronic records and documents stored in shared drives;
- support legal discovery and placement of legal holds on records for litigation purposes;
- have redacting capabilities for processing access to information requests;
- provide installation, setup and key operator training;
- provide project planning advice for organization-wide roll out in phases;
- be scalable through the purchase of additional user/device licences; and
- employ concurrent licencing.

It is highly desired that the version of the software being proposed, as well as all associated components, will have been certified against the US DoD 5015.2 standard. However, consideration will be given to those solutions that can demonstrate adherence to the critical



requirements as stated in the DoD standard. Proponents should indicate if the proposed application has any additional certification. Greater consideration will be given to single proponent, or full service, solutions. In other words, a solution that is proposed with a single software application from a single proponent with minimal subcontractors is preferred.

The proponents should familiarize themselves with CAN/CGSB-72.34-2017, "Electronic records as documentary evidence" from the Standards Council of Canada as consideration will be given in regards to whether the proposals can meet the requirements identified within this document.

Familiarity with the Local Government Management Association (LGMA) Classification System and Retention Schedule from their "Records Management Manual" will be asset.

The proposed software should be a fully-developed and well-established EDRMS application that addresses all the major functionality expected of such a system for the management of electronic records, documents and data. Preference will be given to solutions that are able to integrate with the Regional District's existing software solutions (as set out above).

The application must support being operated under standard industry-accepted software and hardware protocols and systems. In addition, the proposed application must adhere to commonly-used published standards for hardware, software and virtual infrastructure.

Finally, the successful EDRMS solution should enable and facilitate defensible document conversion, as well as provide for efficient electronic workflow solutions.

5.2 Intuitiveness and Ease of Use

The Regional District will review the overall complexity of the solution along with the effort needed not only to configure and implement, but also the level of complexity required to maintain the solution. The application must be simple for staff to use and be inherently intuitive. Applications that minimize the need for complex keystrokes, mouse movements, or steps are preferred. While the Regional District acknowledges that "ease of use" is a subjective indicator, it will prefer solutions where there is a general consensus of how easily the application is operated for the end-user, and staff working with the solution, provided the stated business requirements are met.

5.3 Relevant Experience & References

The Regional District requests that the proponent complete and submit Appendix A as part of their proposal.

Proponents are asked to describe past experience delivering similar solutions as requested in this RFP, and provide three references.

Preference will be given to proponents with previous experience implementing and delivering a full service EDRMS solution to organizations similar to the Regional District, particularly local governments and other public bodies or government entities.

While the Regional District understands that EDRMS solutions are largely generic in nature, and that local governments manage many of the same kinds of records found in other organizations and industries, there are still some significant differences inherent in managing local government records. Short-listed proponents will be expected to address some of these requirements and demonstrate specific solutions.

The Regional District will solicit opinions and feedback from the proponent's proposed client



references with respect to the level and quality of product, implementation and after-sales support. It is suggested that the proponent provide references who have acquired an installation equivalent in size to the Regional District.

The Regional District reserves the right to contact additional, non-referenced, users of the proponent's proposed software.

5.4 Total Purchase Pricing

Proponents must include a detailed financial or costing proposal as part of their response. This includes costs for software licences, additional software, hardware (if applicable) as well as costs for services including implementation, training, support, and maintenance.

Proposals should clearly state the pricing associated with acquiring the appropriate number of software licences and associated components. Such pricing must remain valid for a minimum period of 60 days from the closing date of this RFP. These prices can be presented as, for example, a cost per seat or a total cost for 75 seats (+ or – 10%) or a cost for fixed blocks of seats over a period of time.

All costs as stated in the proponent's proposal will be taken as definitive costs which the Regional District will use in proponent evaluation. Therefore, the proponent should submit a variety of cost scenarios in order to accommodate this.

The proposed EDRMS should be scalable through additional licences.

5.4.1 Software Licences

The following licensing scenarios should be included if the proponent's pricing models permit:

- the cost of the software licence;
- the cost of 75 seats initially;
- 3 Admin seats;
- the straight cost per seat (or cost per fixed block of seats) which will be valid for a three year period from the closing date of the proposal. Note: any anticipated cost increases over this time should be clearly stated and adhered to for the three years; and
- site-wide licensing.

5.4.2 Additional Costs

Include details of additional costs including, but not limited to, the following:

- annual maintenance fees – to commence following substantial completion of implementation;
- costs for optional or additional modules or functions that exceed the specifications, including consulting rates for additional services;

If the proposed EDRMS is priced on a modular basis, please indicate these costs separately; and any other costs.

The Regional District reserves the right to accept all or only part of the proponent's pricing proposal without limitation.



6.0 EVALUATION PROCESS

The Regional District's General Manager of Legislative and Corporate Services, the Records Management Coordinator, the Deputy Corporate Officer, the Confidential Assistant (Records Management), and the Information Services Department work closely together to manage the Regional District's records and are expected to participate in the evaluation and selection of the proposed EDRMS.

The Regional District will assess each proponent's proposal using the selection criteria identified in this RFP and create a short list of proponents. Only those proponents short-listed will be invited to demonstrate their software solution in a two-part presentation, expected to be scheduled on June 7, 2023.

The first part will consist of the business presentation, in which the software will be demonstrated. For this demonstration, the Regional District will provide some data and a list of functions that they will want to see demonstrated. Proponents will be required to sign a non-disclosure agreement prior to receiving the demonstration data. It is expected that the proponent will demonstrate the same version of the software that is being proposed.

The second part will consist of a more technical question and answer session where the proponent will be expected to outline the hardware and software requirements, scalability and other issues of interest to the Regional District.

Table of Important Dates

Date of RFP Issuance	April 24, 2023
Deadline for questions	May 5, 2023
Closing Date	May 12, 2023 (10:00 AM)
Presentations from shortlisted proponents	*June 7, 2023
Selection of successful proponent	*June 15, 2023

*the Regional District reserves the right to alter the dates proposed in this table.

7.0 CONTRACT

7.1 Sample Service Agreement

The form of contract will be similar in form to the sample Service Agreement and will include this RFP, Proponent's Financial Proposal, all appendices, amendments, and addenda, as well as the successful proponent's submission.

7.2 Award of Contract

A contract for ADM-23-02 (the "Contract") is expected to be awarded to the successful proponent (the "Contractor") on June 15, 2023. All proponents will be advised, in writing, as to the awarding of the Contract.

The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.

7.3 Contract Duration

This Contract will commence on July 01, 2023, and will conclude October 31, 2023, with the submission of final as builds drawings and Site manual. A possible extension of this Contract



may be considered if agreeable to both parties. The Regional District retains the right of approval or rejection of any contract extension.

7.4 Notice of Default

If the Contractor is in default of the performance of any of its material obligations set out in the Contract, the Regional District may, by written notice to the Contractor, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate the Contract.

7.5 Termination

The Regional District shall compensate the Contractor for all Services performed hereunder through to the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor prior to the termination of the Contract, will be provided to the Regional District within ten (10) business days of the termination date.

7.6 Insurance, WorksafeBC, Indemnity

7.6.1 Insurance

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Where the Contractor requires the use of automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the Contractor to determine if additional limits of liability



insurance coverage are required to protect them from risk.

7.6.2 WorkSafeBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the work of the Contract and will comply with the Workers Compensation Act of the Province of British Columbia.

Prior to undertaking any of the work of the Contract, the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC.

Out of Province Contractors will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a Contractor to be registered with another Province's Worker's Compensation Board, or like organization, the Contractor will provide the Regional District with their registration number and written documentation confirming that the Contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Contract amount.

The Contractor will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and sub-contractors are well trained and aware of OHSP.

7.6.3 Professional Responsibility

Only qualified and experienced firms will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill, and diligence maintained by a person (or firm) providing Professional Services for the provision and implementation of an EDRMS described herein.

7.6.4 Indemnity

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Contract on the part of, the Contractor, and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

7.7 Scope of Work

The goal of the project is to have implemented an EDRMS (Electronic Document and Records Management System) to provide secure management of the Regional District's electronic records, documents, and data.



Deliverables will include but not be limited to, the provision, implementation and provision of maintenance support for a EDRMS meeting the requirements as set out in the Request for Proposals.

The scope of work will be carried out during the duration of this Contract.

7.8 Invoicing and Payment

If a Contract is awarded, invoices should be submitted monthly to financialservices@rdffg.bc.ca and should include at a minimum:

- a. Project document name and contract number
- b. Regional District contact full name (First and Last)
- c. Proponent contact information (name and phone number)
- d. GST number
- e. WCB number
- f. Detailed description of work performed
- g. Applicable taxes shown as separate line item

7.9 Entire Agreement

The terms and conditions set forth herein constitute the entire understanding and agreement of the Contractor and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Contractor agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

7.10 COVID-19

The Regional District of Fraser-Fort George has a Communicable Disease Plan and supporting program to minimize the risk of COVID-19 and other identified infectious agents capable of transmission in our operations. The Regional District has implemented a COVID-19 targeted vaccination compliance program as an additional measure towards protecting our workers, contractors and customers from workplace exposure to the COVID-19 virus and to take reasonable measures to ensure uninterrupted service delivery. Any Regional District employees working with the Contractor or the Contractor's workers will be fully vaccinated. The Contractor will ensure that any workers it provides for this project that are required to work inside a Regional District facility or work side-by-side with Regional District employees are fully vaccinated.

Fully vaccinated individuals are those that have obtained a full series of COVID-19 vaccines authorized by Health Canada. All Individuals must be prepared to provide proof of vaccination by way of a BC Vaccine Card in a digital or paper version (or equivalent format if vaccinated in a different jurisdiction) when requested to do so. Contractor's that do not reside in Canada and commute across border will be required to produce validated International Entry documentation prior to entering Regional District facilities.

7.11 Dispute Resolution

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior



management of the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

7.12 Waiver of Terms and Conditions

The failure of either the Contractor or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Contractor or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

7.13 Force Majeure

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Section 7.11 of the Contract. Where as a result of Force Majeure there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Section 11 of this Contract, as may be agreed by the Contractor, or as determined under Section 22 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 7.5 of this Contract.



Appendix A – Relevant Experience & References

1. Describe in detail your past experience delivering services and goods similar to those required in this request for proposals. Please use the spaces provided and attach additional pages as required.

--

2. Please provide the name and contact information of at least three recent references (preferably with other local governments).

1
2
3



Appendix B – EDRMS Deliverables

To assist the Regional District in evaluating proposals, proponents are requested to complete the following tables by marking (x) if any of the following features are:

- (a) included in the proposed EDRMS solution,
- (b) available at an additional cost (if so, please explain); and also,
- (c) at the proponent's option, provide further comments and details as may be appropriate.

I.	DOCUMENT MANAGEMENT FUNCTIONALITY	INCL	AVAIL	COMMENTS
1	Management of electronic documents			
2	Document collaboration			
3	Personal and group workspaces			
4	Manage different format of records			
5	Manage document revisions (version control)			
6	Store documents in their original format with the repository and provide a viewer within the system			
7	Capture, store, retrieve and reproduce irregular-sized documents (e.g. larger or smaller than 8.5x11 inches)			
8	Receive scanned documents directly from networked multifunction devices			
9	Full content indexing of documents, including scanned documents (OCR capability)			
10	Coordinate simultaneous editing of a document utilizing check-in/check-out and locking functions			
11	Ability to finalize a document			
12	Ability to create and manage a redacted version of the document			
13	Ability to manage alternate instances of a document (e.g. PDF version of a MS Word document)			
14	Support document metadata			
15	Assign unique numbers to each record			
II.	RECORDS MANAGEMENT FUNCTIONALITY	INCL	AVAIL	COMMENTS
1	Electronic records management			
2	Expunge records from database so that they cannot possibly be reconstructed within the system			
3	Ability to support block-numeric classification scheme, based on BC's LGMA records classification			
4	Ability to maintain a container (folder) structure, or group records together through a common subject			
5	Ability to support assignment of classification codes or reassignment of codes			
6	Control access to classification scheme updates			
7	Support classification code metadata (scope notes, Office of Primary Responsibility ["OPR"], etc.)			
8	Automatically assign OPR through classification selection and user identification			
9	Determine destruction dates based on basic cut-off dates (e.g. end of calendar year)			
10	Case file handling (trigger as user-assigned date or			



	event)			
11	Control access to retention schedule updates			
12	Support retention schedule metadata			
13	Ability to review records before committing to a disposition process			
14	Manage a multi-stage disposition process (qualify, review, approve, dispose)			
15	Ability to auto-delete specified groups of records (e.g. workspace records)			
16	Legal holds cease all retention actions until removed			
17	Support transfer of records for archiving and digital preservation			
18	Maintain an audit trail or log of actions			
19	Generate advanced custom analytics and reports			
III.	SECURITY FUNCTIONALITY	INCL	AVAIL	COMMENTS
1	Active directory integration (required)			
2	Assign and control security (privileges) at user and group level			
3	Ability to automatically assign security through classification (by record type)			
4	Permit individual staff, departments and teams to have access to individual records or groups of records			
5	Permit granular control over actions performed on records (e.g. read-only access, metadata updating)			
6	If server on premises, security patches will be provided by vendor as required and in a timely manner.			
IV.	WORKFLOW FUNCTIONALITY	INCL	AVAIL	COMMENTS
1	Create workflow templates			
2	Attach existing documents to workflow process			
3	Document restricted during review and approval process			
4	Approvals from one or many users			
5	Workflow processes triggered directly from Applications			
7	Assignment and re-assignment of responsible staff			
8	Workflow can be postponed and restarted at a later date			
9	Ability to track workflow progress - audit trail created			
10	Support for ad hoc and rules-based workflows			
11	Allow workflow to affect and be affected by metadata			
12	Manage and assign approvals			
13	Workflow process with other systems as identified in the RFP			
14	Auto upload documents from other systems			



15	Auto generate reports on a periodic basis matching specific queries (i.e. monthly reports of records reaching destruction date)			
16	Create system functions for reminders based on metadata (i.e. follow-up with user on specific date if record is not approved)			
V.	SEARCH FUNCTIONALITY	INCL	AVAIL	COMMENTS
1	Query all standard and user-created metadata			
2	Full text search of documents and data			
3	Narrowing of Searches (i.e. to particular folder, record classification, or record type)			
4	Searching supports Synonym, Boolean and Wildcard			
5	Left and right truncation support			
6	Proximity searching			
7	Retrieval of record directly from search results			
VI.	USER INTERFACE REQUIREMENTS	INCL	AVAIL	COMMENTS
1	Simple for staff to use and inherently intuitive			
2	Save and retrieve records from within desktop applications			
3	Minimal keystrokes and mouse movements			
4	Interface customization for users without resorting to software customization			
5	Ability to change field names/headings to conform with the Regional District terms			
VII.	TECHNICAL INFRASTRUCTURE	INCL	AVAIL	COMMENTS
1	Convert metadata dates in multiple formats to a consistent format: i.e. YYYY-MM-DD			
2	Windows 10			
3	Mobile device support - iOS and Android			
4	Integration with business systems as identified in the RFP			Detail extent of integration:
5	Integration with MS Office and Outlook			Detail extent of integration / process:
6	Connect with any copier/multifunction device			
7	Active directory integration			
8	Active Directory or Azure integration			
9	Windows server Current Version; SQL server Current version			
10	Does the product include the database licenses or does it install on a database server?			
11	How does it license users?			
12	CAN/CGSB-72.34-2017 Compliant			
13	US DoD 5015.2 Certification			



ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP ADM-23-02
Electronic Document and Records Management System Software

Authorized Signatory Signature

Name of Proponent

Name (Please Print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend ☐ to provide ☐ not to provide a Proposal.

Please return immediately by fax or email to:

Brandon Hill, Records Management Coordinator
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: bhill@rdffg.bc.ca
Fax Number: 250-563-7520



GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name _____

Address _____

City _____ Province _____

Postal Code _____ Phone Number _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

☐ Supplier qualifies as a small supplier under s.148 of the legislation

☐ Other: Specify _____

Authorized Signatory Signature

Print Name

Title

Date



CONFLICT OF INTEREST DISCLOSURE STATEMENT

ADM-23-02
Electronic Documents and Records Management System Software

Proponent Name: _____

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed



**CONTRACT
ADM-23-02**

Electronic Documents and Records Management System Software

This Agreement is dated for reference on the ____ day of _____, 2023

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

COMPANY

a company duly incorporated under the laws of British Columbia
and having a place of business at:
Street Address
City, Province, Postal Code

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH: That the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
 - a. Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Service Agreement Documents for the project entitled "Electronic Documents and Records Management System Software",
 - b. Commence to actively proceed with the Work of the Contract on July 01, 2023.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The General Conditions of Work, Contract and other Securities, General Conditions, Operational Specifications, this RFP, Proponent's proposal submission and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied agreement of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on

