



REQUEST FOR PROPOSALS

PROVISION OF AN ONLINE SURVEY AND PANEL MANAGEMENT TOOL

RFP No. PS20220523

Issue Date: May 4, 2022

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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The City has identified a need to offer interactive digital consultation opportunities for the public, offering a convenient solution for citizens to engage through more than one avenue, while enabling the City to reach a broader and larger audience and thereby increase participation rates. The City intends to renew or replace its current online survey and panel management tool, currently branded *Talk Vancouver (talkvancouver.com)*.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“RFP”): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 The City requires a Go Live date no later than January 16, 2023, after an expected 2-to-3-month implementation period (from kick-off meeting through to completion of pre-Go-Live testing, training, and communication plan).
- 1.5 Refer to Part B - Scope of Work for the Mandatory requirements of the proposed solution:
- (a) PB-02, PB-03, PB-04, PB-05, PB-06
 - (b) ST-01, ST-02, ST-03, ST-04, ST-05, ST-06, ST-07, ST-08, ST-19, ST-22
 - (c) AR-01, AR-03, AR-04, AR-05, AR-11, AR-14
 - (d) PM-01, PM-02
- 1.6 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.7 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

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1.8 The RFP consists of four parts, plus appendices:

- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
- (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
- (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	June 2, 2022
Closing Time	3:00pm on June 9, 2022

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Diana Chan, Contracting Specialist
diana.chan@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents’ Proposals must be received by the City on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “**Closing Time**”).

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- 4.2 Each Proponent should submit its Proposal by email in accordance with the following:
- Subject of the file to be: PS20220523 - Title - Vendor name.
 - Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (Commercial Proposal) in Excel format, and;
 - Any other attachments if necessary
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver. **DO NOT EMAIL YOUR SUBMISSION TO THE CONTACT PERSON.**
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are received by the City after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

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5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a two (2)-year period, with three (3) possible two (2)-year extensions, for a maximum total term of eight (8) years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 At the City's sole discretion, the City may set aside Proposals submitted by Proponents who owe the City any monies or credits under current or previous agreements, as of the Closing Time.

8.3 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%
Sustainability (Environmental and/or Social)	5%
Total	100%

8.4 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.5 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation

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to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

- 8.6 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.7 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.8 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at policy.vancouver.ca/ADMIN011. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 LIVING WAGE EMPLOYER

- 10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

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The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

11.0 CERTAIN APPLICABLE LEGISLATION

11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

12.0 LEGAL TERMS AND CONDITIONS

12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

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PART B - CITY REQUIREMENTS

PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “Scope of Work”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

To the extent that the Scope of Work expresses estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

1.0 SCOPE OF WORK

The Scope of Work includes the provision of:

- a) Platform license
- b) Panel Migration (if applicable)
- c) Technical Support (as needed)
- d) Panel Support Services (as needed)
- e) Research Support (as needed)
- f) Access to Product Improvements (as they become available)

Introduction

As part of the City’s digital engagement, the need to offer interactive digital consultation opportunities for the public has been identified.

City goals are to match in-person consultation opportunities with online opportunities so that a variety of audiences can be reached through more than one avenue. Digital consultation tools offer a convenient solution for citizens that allow them to engage within their own timeframe while enabling the City to reach a broader, larger audience.

Online engagement tools enable the City to increase participation rates, reach a broader diversity of perspectives and maintain a consistent set of demographic and geographic metrics for increased analytic quality and longitudinal relevance.

For the last nine years, the City has used an online survey and panel tool branded Talk Vancouver (talkvancouver.com). It has advanced survey functionality and panel recruitment capability, with a current membership of over 16,000 members. It offers a self-managed survey tool and panel as its primary functions. The City intends to renew or replace its existing Talk Vancouver online survey and engagement tool.

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In 2022, the City entered into a contract with Bang the Table to provide a digital engagement platform. The platform provides a single web portal for all engagement activities, making it easier for residents to learn about opportunities to get involved and to track outcomes. It also provides City staff with a suite of new tools, including ideation, asset mapping and polls.

The Shape Your City engagement platform also provides an online survey tool that is used primarily for projects with localized scope and/or niche audiences. However, Talk Vancouver will continue to be used for citywide and larger-scale local public initiatives and major projects, especially those that require advanced survey functionality, analysis and reporting. Talk Vancouver provides advanced functionality unique from the Bang the Table survey tool.

Background

The City employs a full time analyst who manages the Talk Vancouver programming and analysis in-house for City consultations. The analyst also monitors the health of the panel and coordinates communications with the membership with the support of the vendor.

The tool is available and used by all City departments for a variety of consultation and research needs, from capital planning or land use planning feedback, to strategic planning and service use.

A consistent set of demographic and geographic metrics are maintained as part of the tool’s profiling function, in order to understand the makeup of the panel members, and allow demographic targeting for surveys when needed. Personal information is hosted on a secure, Canadian server and results are treated as anonymous.

1.0 SCOPE OF WORK

The City intends to renew or replace its existing Talk Vancouver online survey and engagement panel tool. A successful tool of this type utilizes an interactive survey tool to collect feedback on projects, initiatives and services from the general public and panel members on an ongoing basis. Secure and robust member profiles are maintained which help verify identity while providing the participants with the security of anonymity to the level desired. This is an internal tool used across all departments in the City that leverages a dependable sample base with opportunity for continual expansion.

Detailed requirements are in the following:

- Section 1.1 [Functional Requirements]; and,
- Section 1.2 [Technical and Security Requirements].

Section 1.1 - Functional Requirements

Number	Requirements	Priority - (M)andatory, (H)ighly Desirable
Platform Basics Requirements		

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PB-01	Proposed platform is accessible (meets W3C standards www.w3.org/standards) and ensures that surveys are accessible for all, including for those with disabilities.	HD
PB-02	All data collected is hosted on servers physically located in Canada, and be in compliance with CASL, FIPPA and PIPEDA regulations. Panel members' personal data is safely stored and accessible at all times.	M

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PB-03	The proposed platform is a self-serve model capable of addressing customized and quick turn-around needs. City has full access to program, deploy surveys and manage data analysis internally.	M
PB-04	Platform is accessible (to the administrators and the participant) across different desktop and mobile devices (PC and Mac), and the following browsers: Chrome, Edge, Internet Explorer, Firefox, and Safari.	M
PB-05	The proposed solution has the ability to maintain a database of members that are invited to surveys - organized through registration of basic demographic information, enabling development of an easy-to-access contacts database that can be targeted by demographics.	M
PB-06	Tool is easy to program (no computer programming knowledge required); administrators and users with little or no computer programming skills are able to create/edit surveys.	M
PB-07	Participant user interface is straightforward easy-to-use and appeals to a broad range of users. Those who are less experienced in online technologies would be able to use the solution.	HD
PB-08	The proponent provides 24x7x365 technical support for the City under an SLA, including a designated weekend/after-hours contact person.	HD
PB-09	Proponent can provide product improvements to meet client needs as appropriate, ensuring product flexibility and responsiveness.	HD
PB - 10	The proposed solution provides native Google Analytics Integration, or the capacity to embed Google Analytics on both the user portal and the surveys themselves.	HD
PB -11	The platform allows City administrators to assign different levels of access/permissions to the platform (e.g., some staff users have access to the programming function only and not to the panel), and more than 1 person can hold administrator privileges.	HD
PB-12	Both the user portal and the surveys must allow for modification of the style/theme to brand them to our City of Vancouver Design Style Guide (Vancouver.ca/dsg). This includes at a minimum custom CSS, header, and footer.	HD

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Survey Tool Requirements		
ST-01	<p>The proposed solution has the ability to:</p> <ul style="list-style-type: none"> • Field an unlimited number of surveys; • Ask an unlimited number of questions in each survey; and, • Collect an unlimited number of responses (completed surveys). 	M
ST-02	<p>The proposed solution responds to a wide range of needs of internal clients at the City regarding question/data requirements, and includes, <u>at minimum</u>, the following types of questions and features in a survey:</p> <ul style="list-style-type: none"> • Single or multiple choice answers; • Open-ended (free text) questions, including numeric answers; • Dropdown menu answers with both single and multi-select options; • Radio buttons (mutually exclusive answers); • Grid questions (e.g. rate the following options); • Ranking questions; • Use of images in both the question and within response; and, • Randomization of answer choices (e.g., people are presented with the answers sorted in different order). 	M
ST-03	<p>The proposed solution has the ability to use advanced skip or branching logic (e.g., answers to one or more questions determines which questions are asked next). In other words, the proposed solution can show only the questions that are applicable/relevant a particular respondent.</p> <p>Advanced branching/logic includes:</p> <ul style="list-style-type: none"> • Compound branching: ability to set up branching/logic based on the responses to multiple questions; and, • Delayed branching: ability to set up branching/logic based on a question which was asked much earlier in a survey. 	M
ST-04	<p>The proposed solution can set specific “open” and “close” dates/times for a survey.</p> <p>In addition, the proposed solution allows the City to:</p> <ul style="list-style-type: none"> • Extend closing dates; and, • Reopen surveys that have closed. 	M
ST-05	<p>The proposed solution has the ability to:</p> <ul style="list-style-type: none"> • Require respondents to provide a response to specific questions (i.e, mandatory questions); • Program certain questions as optionally requiring a response; and, • Not force respondents to provide a response to every question in order to advance through the survey. 	M
ST-06	<p>The proposed solution is able to have more than one survey ‘live’ at any moment in time, to accommodate multiple internal clients’ needs regarding timing of surveys.</p>	M
ST-07	<p>The proposed solution generates “open links” for surveys that can be shared on the City’s Shape Your City site, City website, social media channels,</p>	M

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	email etc., to enable participation of the general public on survey topics, as well as unique links for participation sent to panel members.	
ST-08	The proposed solution hosts surveys in English plus these languages: French, Simplified Chinese, Traditional Chinese, Punjabi, Tagalog and Vietnamese, including the appropriate formatting and display of characters.	M
ST-09	The proposed solution hosts surveys in these additional languages: Spanish, Korean, Farsi, and Japanese including appropriate formatting and display of characters.	HD
ST-10	The proposed solution can correctly display unique characters used in Indigenous languages.	HD
ST-11	The proposed solution allows the import of translated surveys into the platform, removing the need for manual programming of additional languages. This means that the City can upload a file (e.g., Excel, CSV) containing the translated version(s) of a survey directly into the platform, and the questions are then mapped onto the correct fields, mirroring the English language version of the survey.	HD
ST-12	The proposed solution provides the following advanced survey functionalities: <ul style="list-style-type: none"> • Textbox list and textbox grid questions; • Allocation questions; • Image Heatmap questions; • Semantic differential questions; • Max Diff questions; • Conjoint (Choice Based) question; and • Use of videos in the question. 	HD
ST-13	The proposed solution can duplicate and edit a past survey (e.g., using a past survey as a starting template for a new survey).	HD
ST-14	The proposed solution has the ability to store and manage template surveys, and/or a question bank, to enable City users to easily lookup and insert commonly used questions (e.g., standard demographic questions) into surveys they are programming.	HD
ST-15	The proposed solution can export a survey into PDF or MS Word to be used as hard-copy surveys, preserving images and original formatting.	HD
ST-16	The proposed solution has a progress indicator or progress bar to let respondents know how much of survey they have completed.	HD
ST-17	The proposed solution enables social sharing tools, to allow a participant to share the survey link via email or on social media. The administrator can modify the Open Graph image, title and description for social media sharing.	HD
ST-18	The proposed solution allows the City to add hard copy/paper-copy survey responses, using a different collector or hyperlink.	HD

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	The proposed solution stores survey information in one data set, while enabling the City to track how many responses were received through each channel (e.g., online vs. paper copy).	
ST-19	The proposed solution tracks outreach efforts using analytics tracking (i.e., use of distinct URLs to allow the City to assess effectiveness of different outreach methods). The proposed solution tracks outreach efforts over time, to enable the City to make timely adjustments in outreach methods.	HD
ST-20	The proposed solution collects IP addresses to allow monitoring of responses and help assess if respondents may be completing a survey multiple times	M
ST-21	The proposed solution can help prevent multiple submissions. Features can be turned that help prevent people from taking a survey more than once or “ballot-box stuffing” (e.g., through placement of cookies in browser so that multiple entries are prevented).	HD
ST-22	Mobile fielding. The proposed solution allows for the configuration of surveys so they can be fielded on site using a set of City-owned mobile devices at in-person events/intercepts (e.g., turning on a setting so that once a survey is completed or when a survey times out, it automatically goes back to the start of the survey ready for the next respondent).	HD
ST-23	The proposed solution can accommodate fielding of surveys in coordination with 3rd party market research firms (so they can provide external sample top-ups for key surveys if needed).	M
ST-24	The proposed solution has a “Save and Continue Later” function for surveys. Survey respondents can save their partially completed survey and access it again later to complete.	HD

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Analysis & Reporting Requirements		
AR-01	The proposed solution exports a summary report on responses, in an easy-to-access format inclusive of images and charts, which addresses the data/information needs of internal clients and other stakeholders.	M
AR-02	Summary reports for surveys contain charts that are editable (e.g., on font, colour, chart elements).	HD
AR-03	The proposed solution creates cross-tab reports (either by variables contained within the survey, or by demographic variables on panelists' profiles), which address the data and analytical requirements of clients and stakeholders.	M
AR-04	The proposed solution filters data (either by variables contained within the survey, or by demographic variables on panelists' profiles).	M
AR-05	<p>The proposed solution allows the weighting of data to ensure that final data reflects the actual distribution of Vancouver population (typically by age, gender and geographic city zone).</p> <p>At minimum weighting options should include:</p> <ul style="list-style-type: none"> • RIM/Raked weighting - weighting on two or more variables takes place in steps (e.g., weight sample on age, then weight sample on gender); and, • Report or metric assessing the "goodness/acceptability" of the weighting (e.g., weighting efficiency). 	M
AR-05	Weighting function includes Interlocked weighting - Weighting on two or more variables simultaneously (e.g., weight sample on age by gender).	HD
AR-06	The proposed solution allows recoding of variables (i.e., creating new variables for analysis that are based on a combination of other variables that are part of a survey).	HD
AR-07	The proposed solution can convert respondents' postal codes entered on surveys, into Vancouver residential zones (note: pre-populated list of Vancouver postal codes and associated residential zones will be provided by the City).	HD
AR-08	The proposed solution has tools that can be used to help ensure the data is high quality (e.g., ability to identify respondents who speed through surveys, answer grid questions in patterns, include gibberish in responses).	HD
AR-09	The proposed solution creates and shares a 'reportal link', enabling internal clients/stakeholders to view results of a survey in real-time.	HD
AR-10	The proposed solution can merge the saved demographic data of Talk Vancouver members (collected when they joined the panel) with demographic data from non-members (collected as part of specific consultation surveys).	HD

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	<p>To date, Talk Vancouver members are generally not asked the most common demographic questions in surveys (after the survey they complete to join the panel), because the information is already part of their member profiles. However, non-members, or members of the public responding anonymously, are asked these demographic questions. To get the full picture of who participated in a survey requires combining/integrating the demographic information provided by members (previously) and non-members.</p> <p>For example, this could involve the creation of new recoded demographic variables, which combine member and non-member data in reporting.</p>	
AR-11	The proposed solution exports raw data at minimum as CSV, and Excel files	M
AR-12	The proposed solution can export filtered raw data (e.g., responses from particular demographic group) and exports weighted raw data in common data formats.	HD
AR-13	The proposed solution offers text analysis as part of its suite of analysis tools. This may include the ability to create tags to categorize text, quantify these categories and other text analysis functionality such as sentiment analysis (positive/negative categorization).	HD
AR-14	The proposed solution allows the City to download the member database and survey results on demand.	M

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Panel Management Requirements		
PM-01	The proposed solution enables validation of member identity through email confirmation (or alternative method).	M
PM-02	The proposed solution can target panel members by one or more specific profile variables for the purpose of targeted survey invitations. The proposed solution responds to different target audience requirements (as determined by the needs of internal clients) on a survey-by-survey basis (e.g., not all surveys will be relevant to all panel members).	M
PM-03	The proposed solution tracks panel 'health' (e.g., the percentage of panelists who are active participants, lapsed, or non-active participants), and assesses the status of the panel in terms of the percentage of active versus non-active members.	HD
PM-04	The proposed solution can reach out/communicate with panel members for more than just surveys (e.g., proposed solution can send newsletters about Talk Vancouver content).	HD
PM-05	The proposed solution provides technical support for panel members (e.g., panel members can email and/or call the Help Desk, if they are having issues accessing and/or completing surveys).	HD
PM-06	The proposed solution can grow the number of panel members without limitation, and allows any participant meeting certain qualification criteria to join Talk Vancouver.	HD
PM-07	The proposed solution can produce a profiling report that provides the demographic breakdown of panel members.	HD

Section 1.2 - Technical and Security Requirements

1.2.1 General Technical Requirements - refer to, and complete the separate file attachment "PS20190933 - Technical Requirements Questionnaire".

1.2.2 Data Migration

If applicable, proponent is required to migrate panel member database (including but not limited to email addresses, demographic data etc.) from the City's current solution to the proposed solution. Proponent will include a plan for data quality assurance and conduct extensive data quality checks as part of the migration. The Proponent should

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indicate high-level milestones and clearly identify the Proponent's and the City's required resources to complete the migration process. Proponent is also required to propose how member data can be managed for future potential migrations.

If applicable, proponent is required to migrate the data of a maximum of 30 historical surveys from the City's current solution to the proposed solution, including high level milestones and clearly identifying the Proponent's and the City's required resources. Proponent is also required to propose how survey data can be managed for future potential migrations.

1.2.3 Fully functioning trial of software for five (5) users with test survey and data

If proponent advances to the final round of consideration, the City requests access to a fully functional trial of the proposed solution to assist with evaluation. This trial would have full functionality and if possible include test survey and data.

1.2.4 Application and Data Integration

If applicable, Proponent is expected to identify any required or recommended integrations between the proposed system and existing City systems (e.g. City's GIS, email, etc.), and propose how the Proponent will support the integration points (or alternatively, assist the City in supporting the integration points itself).

1.2.5 Technical Support and Administration

Proponent is expected to propose the resources (key personnel roles & responsibilities) required for support and administration of the systems (e.g., adding new users, securing data, software patching, bug fixes, configuration changes).

City will provide:

- a) A full-time analyst to program surveys and manage analysis and panel communications; and,
- b) Active recruitment of panel members.

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PART C – FORM OF PROPOSAL

RFP No. PS20220523, Provision of Online Survey and Panel Management Tool (the “RFP”)

Proponent’s Full Legal Name: _____

“Proponent”

Address: _____

Jurisdiction of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City’s website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent	Date
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Name and Title	
----------------	--

Signature of Authorized Signatory for the Proponent	Date
---	------

Name and Title	
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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 11 Proof of WorkSafeBC Registration

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APPENDIX 1

LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20220523, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

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6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the

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Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of

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any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

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- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

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APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below.

Executive Summary

In the space below, provide a brief executive summary of your Proposal.

Proponent Overview

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

Scope of Work

In the space below, describe how your Proposal is responsive to the Scope of Work.

Scope of Work: Refer to Part B – City Requirements, Section 1.1 [Functional Requirements], and provide detailed responses to the questions below.

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Requirement Number	Question	Proponent's Detailed Response (e.g. 'Yes'/'No'/'Not applicable', and supporting information)
Platform Basics Requirement		
PB-01	Which level of W3C accessibility standard does your platform meet?	Yes/No/NA, and supporting information
PB-02	Are all data collected hosted on servers physically located in Canada, and will the proposed solution be in compliance with CASL, FIPPA and PIPEDA regulations? Will panel members' personal data be safely stored and accessible at all times?	Yes/No/NA, and supporting information
PB-03	Is the proposed platform a self-serve model capable of addressing customized and quick turn-around needs? Will the City have full access to program and to deploy surveys, and to manage analytics internally?	Yes/No/NA, and supporting information
PB-04	Is the platform accessible (to the administrators and the participant) across different desktop and mobile devices (PC and Mac), and the following browsers: Chrome, Edge, Internet Explorer, Firefox, and Safari?	Yes/No/NA, and supporting information

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PB-05	Does the proposed solution have the ability to maintain a database of members that are invited to surveys – organized through registration of basic demographic information, enabling development of an easy-to-access contacts database that can be targeted by demographics?	Yes/No/NA, and supporting information
PB-06	Is the tool easy to program (no computer programming knowledge required)? i.e. will administrators and users with little or no computer programming skills be able to create/edit surveys?	Yes/No/NA, and supporting information
PB-07	Is the participant user interface straightforward, and easy-to-use? Will those who are less experienced in online technologies be able to use the solution?	Yes/No/NA, and supporting information
PB-08	Will you provide 24x7x365 technical support for the City under an SLA including a designated weekend/after-hours contact person.?	Yes/No/NA, and supporting information
PB-09	Will you provide product improvements to meet the City’s needs as appropriate, ensuring product flexibility and responsiveness?	Yes/No/NA, and supporting information
PB - 10	Does the proposed solution provide native Google Analytics Integration, or the capacity to embed Google Analytics on both the user portal and the surveys themselves?	Yes/No/NA, and supporting information

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PB -11	Does the platform allow City administrator to assign different levels of access to the platform for users to program where needed, with more than 1 person holding administrator privileges if desired.	Yes/No/NA, and supporting information
PB-12	Do both the user portal and the surveys allow for modification of the style/theme to brand them to our City of Vancouver Design Style Guide (Vancouver.ca/dsg)? This includes at a minimum custom CSS, header, and footer.	
Survey Tool Requirements		
ST-01	Will the proposed solution have the ability to ask an unlimited number of surveys, questions in surveys and collect an unlimited number of responses (completed surveys)?	Yes/No/NA, and supporting information

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ST-02	<p>Does your proposed solution respond to a wide range of needs of internal clients at the City regarding question/data requirements, including, <u>at minimum</u>, the following types of questions and features in a survey?</p> <ul style="list-style-type: none">• Single or multiple choice answers• Open-ended (free text) questions, including numeric answers• Dropdown menu answers with both single and multi-select options• Radio buttons (mutually exclusive answers)• Grid questions (e.g. rate the following options)• Ranking questions• Use of images in both the question and within response• Randomization of answer choices (e.g. people are presented with the answers sorted in a different order)	Yes/No/NA, and supporting information
ST-03	<p>Does your proposed solution have the ability to use advanced skip or branching logic (e.g. the answer to one question or more questions determines the next questions that are asked)?</p> <p>Does your proposed solution include advanced branching/logic that includes compound branching and delayed branching?</p>	Yes/No/NA, and supporting information

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ST-04	<p>Can the proposed solution set specific “open” and ‘close’ dates for specific surveys?</p> <p>Does the proposed solution allow for extending closing dates, re-opening surveys that have closed?</p>	Yes/No/NA, and supporting information
ST-05	<p>Does the proposed solution have the ability to:</p> <ul style="list-style-type: none"> • require respondents to provide a response to specific questions (i.e. mandatory questions)? • program certain questions as optionally requiring a response? • not force respondents to provide a response to every question in order to advance through the survey? 	Yes/No/NA, and supporting information
ST-06	<p>Is the proposed solution able to have more than one survey ‘live’ at any moment in time, to accommodate multiple internal clients’ needs regarding timing of surveys?</p>	Yes/No/NA, and supporting information
ST-07	<p>Does the proposed solution generate ‘open links’ for surveys that can be shared on City platforms (i.e. Shape Your City, City website, social media channels), allowing participation of the general public, as well as unique links for participation sent to panel members?</p>	Yes/No/NA, and supporting information

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ST-08	Can the proposed solution host surveys in English plus these languages: French, Simplified Chinese, Traditional Chinese, Punjabi, Tagalog and Vietnamese, including the appropriate formatting and display of characters?	Yes/No/NA, and supporting information
ST-09	Can the proposed solution host surveys in these additional languages: Spanish, Korean, Farsi, and Japanese, including the appropriate formatting and display of characters?	Yes/No/NA, and supporting information
ST-10	Can the proposed solution correctly display unique characters used in Indigenous languages?	Yes/No/NA, and supporting information
ST-11	Can the proposed solution allow the import of translated surveys into the platform, thus removing the need for manual programming of additional languages?	
ST - 12	<p>Does the proposed solution provide the following advanced survey functionalities:</p> <ul style="list-style-type: none"> • Textbox list and textbox grid questions? • Allocation questions? • Image Heatmap questions? • Semantic differential questions? • Max Diff questions? • Conjoint (Choice Based) question? • Use of videos in the question? 	Yes/No/NA, and supporting information

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ST-13	Can the proposed solution duplicate and edit a past survey, (e.g. use a past survey as a starting template for a new survey)?	Yes/No/NA, and supporting information
ST-14	Does the proposed solution have the ability to store and manage template surveys, and a question bank, to enable City users to easily lookup and insert commonly used questions (e.g. standard demographic questions) into surveys they are programming?	Yes/No/NA, and supporting information
ST-15	Can the proposed solution export a survey into PDF or MS Word so it can be used as a hard copy survey and preserve images and original formatting?	Yes/No/NA, and supporting information
ST-16	Does the proposed solution have progress indicator or progress bar, to let respondents know how much of the survey they have completed?	Yes/No/NA, and supporting information
ST-17	<p>Does the proposed solution enable social sharing tools, to allow a participant to share the survey link via email or on social media?</p> <p>Can the administrator modify the Open Graph image, title and description for social media sharing.</p>	Yes/No/NA, and supporting information

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ST-18	<p>Does the proposed solution set up different collectors for the survey, to allow the City to enter paper surveys and track where completed surveys are coming from?</p> <p>Does the proposed solution store survey information in one data set, while still allowing the City to track how many responses were received through each channel (e.g. online vs. paper surveys at in-person events)?</p>	Yes/No/NA, and supporting information
ST-19	<p>Does the proposed solution track outreach efforts using analytics tracking (i.e. use of distinct URLs to allow the City to assess effectiveness of different outreach methods)?</p> <p>Does the proposed solution track outreach efforts over time, to enable the City to make timely adjustments in outreach methods?</p>	Yes/No/NA, and supporting information
ST-20	Does the proposed solution collect IP addresses to allow monitoring of responses and help assess if respondents may be completing a survey multiple times.	

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ST-21	Does the proposed solution help prevent multiple submissions? Can features be turned that help prevent people from taking a survey more than once or “ballot-box stuffing” (e.g. through placement of cookies in browser so that multiple entries are prevented)?	
ST-22	Does the proposed solution offer mobile fielding? Can the proposed solution allow for the configuration of surveys so they can be fielded on site using a set of City-owned mobile devices at in-person events/intercepts (e.g. turning on a setting so that once a survey is completed or when a survey times out, it automatically goes back to the start of the survey ready for the next respondent)?	
ST-23	Can the proposed solution can accommodate fielding of surveys in coordination with 3rd party market research firms (so they can provide external sample top-ups for key surveys if needed)?	
ST-24	Does the proposed solution have a “Save and Continue Later” function for surveys that allows respondents to save their partially completed surveys and access them again later to complete?	Yes/No/NA, and supporting information
Analysis & Reporting Requirements		
AR-01	Does the proposed solution export a report on the analyzed responses, in an easy-to-access format inclusive of images and charts, which addresses the data/information needs of internal clients and other	Yes/No/NA, and supporting information

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	stakeholders?	
AR-02	Does the proposed solution provide summary reports containing charts that are editable (e.g. on font, colour, chart elements)?	
AR-03	Does the proposed solution create cross-tab reports (either by variables contained within the survey, or by demographic variables on panelists' profiles) which address the data and analytical requirements of clients and stakeholders?	Yes/No/NA, and supporting information
AR-04	Does the proposed solution filter data (either by variables contained within the survey, or by demographic variables on panelists' profiles)?	Yes/No/NA, and supporting information
AR-05	Does the proposed solution allow the weighting of data to ensure that final data reflects the actual distribution of Vancouver population (typically by age, gender and geographic city zone)? Do weighting options include RIM/Raked weighting and of metric assessing the "goodness/acceptability" of the	Yes/No/NA, and supporting information

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	weighting (e.g. weighting efficiency)	
AR - 06	Does the proposed solution allow recoding of variables (i.e. creating new variables for analysis that are based on a combination of other variables that are part of a survey)?	Yes/No/NA, and supporting information
AR-07	Can the proposed solution convert respondents' postal codes entered on surveys, into Vancouver residential zones (note: pre-populated list of Vancouver postal codes and associated residential zones will be provided by the City)?	Yes/No/NA, and supporting information
AR-08	Does the proposed solution have tools that can be used to help ensure the data is high quality (e.g. ability to identify respondents who speed through surveys, answer grid questions in patterns, include gibberish in responses etc.)	Yes/No/NA, and supporting information
AR-09	Does the proposed solution offer a shareable 'reportal link', enabling internal clients/stakeholders to view results of a survey in real-time?	Yes/No/NA, and supporting information
AR-10	Can the proposed solution merge the saved demographic data of Talk Vancouver members (collected when they joined the panel) with demographic data from non-members (collected as part of specific consultation surveys)?	Yes/No/NA, and supporting information

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AR-11	Does the proposed solution export raw data at minimum as CSV, and Excel files?	Yes/No/NA, and supporting information
AR-12	Can the proposed solution export filtered raw data (e.g. responses from particular demographic group) and exports weighted raw data in common data formats?	Yes/No/NA, and supporting information
AR-13	Does the proposed solution offers text analysis as part of its suite of analysis tools? Does this include the ability to create tags to categorize text, quantify these categories and other text analysis functionality such as sentiment analysis (positive/negative categorization)?	
AR-14	Does the proposed solution allow the City to download the member database and survey results on demand.?	

Panel Management Requirements		
PM-01	Does your proposed solution enable validation of member identity through email confirmation (or alternative method), to secure panel integrity?	Yes/No/NA, and supporting information

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PM-02	<p>Is your proposed solution able to target panel members by one or more specific profile feature(s)?</p> <p>Does your proposed solution respond to different target audience requirements (as determined by the needs of internal clients) on a survey-by-survey basis?</p>	Yes/No/NA, and supporting information
PM-03	Does the proposed solution track panel 'health' (e.g. the percentage of panelists who are active participants, lapsed, or non-active participants), and assess the status of the panel in terms of the percentage of active versus non-active members?	
PM-04	Can the proposed solution reach out/communicate with panel members for more than just surveys (e.g. proposed solution can send newsletters about Talk Vancouver content)?	
PM-05	Does the proposed solution provide technical support for panel members (e.g. panel members can email and/or call the Help Desk, if they are having issues accessing and/or completing surveys)?	
PM-06	The proposed solution can grow the number of panel members without limitation, and allows any participant meeting certain qualification criteria to join Talk Vancouver.	
PM-07	The proposed solution can produce a profiling report that provides the demographic breakdown of panel members.	

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Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

Work Plan

The City requires a Go Live date no later than January 16, 2023, after an expected 2 to 3-month implementation period (from kick-off meeting through completion of pre-Go Live testing, training, and communication plan).

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.

Technical Requirements

Complete and submit the separate excel file attachment, "PS20220523 - Technical Requirements Questionnaire".

(refer to – PS20220523 - Technical Requirements Questionnaire" excel file).

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Data Migration

In the space below (if applicable) state the Proponent's ability to migrate data from the City's current solution to the proposed solution, plans for quality assurance testing and including high-level milestones and the Proponent's and the City's required resources. Also propose how data can be managed for future potential migrations.

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Application and Data Migration

In the space below, describe any required or recommended integration between the proposed system and existing City systems (e.g. City's GIS, email, etc.), and how the Proponent will support the integration points (or assist the City in doing so itself).

--

Technical Support and Administration

In the space below, describe the resources required (key personnel roles & responsibilities) for support and administration of the systems (e.g. adding new users, securing data, software patching, bug fixes, configuration changes, etc.).

--

SOCIAL SUSTAINABILITY

Supplier Diversity

Please note that these Supplier Diversity questions will form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).
--

Majority owned/controlled/ by:	Social / Diverse Certifications
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<input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate	<input type="checkbox"/> BCorp <input type="checkbox"/> Supplier Diversity Certification <hr/> Enviro / Other Certifications <input type="checkbox"/> BuySocial <input type="checkbox"/> Living Wage <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
<input type="checkbox"/> None of the above	<input type="checkbox"/> None of the above

INDIGENOUS PARTICIPATION

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous peoples or organizations? Y/N

a. If yes, please describe in detail:

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors

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EMPLOYMENT EQUITY & WORKFORCE DIVERSITY

EMPLOYMENT EQUITY

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities).

2. Do you regularly conduct an employee equity “survey” or similar information/data collection on workforce diversity? Y/N
 - a. Please describe how you track/monitor your workforce diversity including frequency.

3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N
 - a. Please describe and/or use the table below.

Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

4. Do you support training for career advancement and/or skills development?
 - a. If yes, please describe

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5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N
 Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe.

WORKFORCE DIVERSITY (LIMITED EVALUATION)

As best known, in the space below, indicate the vendor’s company profile with regards to economic inclusion supporting employment equity, [diversity, inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).

<p><u>Overall Workforce Diversity:</u></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p><u>Leadership/Management/Executive Workforce Diversity:</u></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>
<p><u>If you choose not to respond please indicate why:</u></p> <p><input type="checkbox"/> <u>Do not track this information</u></p> <p><input type="checkbox"/> <u>Do not want to share this information</u></p>	

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APPENDIX 3
COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure PS20220523 - Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

By colouring in this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy as described in Section 10.0 of Part A and in the Form of Agreement attached hereto as Part D.

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APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	

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Type of Goods and/or Services provided to this Client	
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Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

Refer to Part D – Form of Agreement, Section 12.0 [Insurance], for the required insurance coverage.

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____
 TYPE OF COVERAGE: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

Building and Tenants' Improvements: \$ _____
 Contents and Equipment: \$ _____
 Deductible Per Loss: \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

- Personal Injury
- Products and Completed Operations
- Cross Liability or Severability of Interest
- Employees as Additional Insureds
- Blanket Contractual Liability
- Non-Owned Auto Liability

Per Occurrence: \$ _____
 Aggregate: \$ _____
 All Risk Tenants' Legal Liability: \$ _____
 Deductible Per Occurrence: \$ _____

INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY:
 Combined Single Limit: \$ _____
If vehicles are insured by ICBC, complete and provide Form APV-47.

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

Per Occurrence: \$ _____
 Aggregate: \$ _____
 Self-Insured Retention: \$ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit
-

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____ Dated: _____

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APPENDIX 6

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____(vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____(vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____(vendor name).

Signature: _____

Name and Title: _____

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APPENDIX 7

PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20220523

Title: Provision of an Online Survey and Panel Management Tool

With the provision of my signature at the foot of this statement I, _____

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Signature

Date

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APPENDIX 8
SUBCONTRACTORS

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within	1. Project Name:	
	Client:	

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the last five years, including the client)	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 9

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. **If no amendments to the Form of Agreement are proposed, state "none"**. It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit
	Considered "none" if left blank.	

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APPENDIX 10

CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

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APPENDIX 11

PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

**PART D
FORM OF AGREEMENT**

**CLOUD SOFTWARE /SOFTWARE AS A SERVICE
SERVICES AGREEMENT**

NOTE: This is a model agreement proposed to be used by the City of Vancouver for the purposes of procuring the services described in the attached RFP. The City reserves the right to replace or modify this agreement depending on the circumstances of the transaction including adding further provisions.

THIS AGREEMENT (the “Agreement”) made as of the • day of •, [2022].

BETWEEN:

[Insert full corporate name of vendor], a corporation validly existing and registered in the Province of • with a registered office address at [Insert registered office address of vendor]

(“Vendor”)

OF THE FIRST PART

AND:

CITY OF VANCOUVER, a municipal corporation continued under the Vancouver Charter (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, BC V5Y 1V4

(the “City”)

OF THE SECOND PART

BACKGROUND:

- A. The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.
- B. Vendor has agreed to deliver the said software and services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:

- (a) **“Applicable Laws”** means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.
- (b) **“City”** means the City of Vancouver.
- (c) **“Contract Price”** means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.
- (d) **“Data Compromise”** means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.
- (e) **“Documentation”** means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.
- (f) **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.
- (g) **“personal information”** has the meaning given to it in FOIPPA, PIPA or PIPEDA, as applicable.
- (h) **“PIPA”** means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.
- (i) **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time.
- (j) **“Services”** means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (RFP) and Schedule F (Vendor’s Proposal). For certainty, Vendor will perform all Services for the fixed Contract Price.
- (k) **“Software”** means the software, owned and hosted by Vendor, to be licensed by Vendor to the City in accordance with the terms of this Agreement.
- (l) **“Transmitted Data”** means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform Services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The following schedules are incorporated into and form an integral part of this Agreement:

- (a) Schedule A - Scope of Work
- (b) Schedule B - Privacy Compliance and Data Security

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- (c) Schedule C - Certificates of Insurance
 - (d) Schedule D - Contract Price
 - (e) Schedule E - RFP issued [insert date]
 - (f) Schedule F - Vendor's Proposal dated •

In the event of any conflict or inconsistency between any of the terms of sections 1 to 21 of this Agreement and any terms of a schedule, the terms of sections 1 to 21 will govern and prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0 PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE AND AUTHORIZED USES

- 2.1 Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.
- 2.2 Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.
- 2.3 The Vendor's obligations under this Agreement have been set out following consultation and negotiation between the parties. If the Vendor's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Vendor hereby agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

- 3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.
- 3.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).
- 3.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.

3.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.

3.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0 CONDITIONS OF USE

4.1 The City's right to use the Software is conditional upon the following. The City may not:

- (a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;
- (b) sell, rent or lease the Software;
- (c) make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);
- (d) create any derivative works based upon the Software or Documentation;
- (e) copy any feature, design or graphic in, or reverse engineer, the Software; or
- (f) use the Software in a way that violates any criminal or civil law.

4.2 The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.

5.0 DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS

5.1 Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

5.2 As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it. Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.

5.3 Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

5.4 Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the

Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.

- 5.5 As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "**System Servers**"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters. Vendor's primary server is located at **[Insert address and country where primary server is located]**. Vendor's secondary server is located at **[Insert address and country where secondary server is located]**. Vendor's backup server is located at **[Insert address and country where backup server is located]**. If any System Server is hosted by a third party server/data host, such third party will be referred to as a "**Server Host**". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.
- 5.6 Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).
- 5.7 Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.
- 5.8 Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- 5.9 If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.
- 5.10 Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:
- (a) single point of entry;
 - (b) main access monitored with additional access for emergency purposes only;
 - (c) surveillance cameras in physical data centre facility/room;
 - (d) access validation with identity check;

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- (e) access only to persons on Vendor approved access list;
 - (f) log-in validation;
 - (g) creation of accounts only as verified by Vendor;
 - (h) access to servers via encrypted means; and
 - (i) servers running behind secure firewall.

5.11 Vendor shall comply with the following in the event of a Data Compromise:

- (a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- (b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.
- (c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.
- (d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.
- (e) Vendor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
- (f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.
- (g) Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under Applicable Laws, Vendor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies or other entities as required by Applicable Laws or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a

fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

- 5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.
- 5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

6.0 WARRANTIES AND OTHER COVENANTS

6.1 Software Warranties: Vendor warrants that:

- (a) the Software and Services will satisfy the requirements of this Agreement; and
- (b) Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

6.2 Corporate and Other Warranties: Vendor warrants that, as of the date of this Agreement, Vendor:

- (a) has full right, power and authority to enter into this Agreement and to perform its obligations under it;
 - (b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;
 - (c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;
 - (d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and
 - (f) all other representations and warranties made by Vendor in this Agreement are true and accurate.
- 6.3 Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure

unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

6.4 If the Software does not satisfy the requirements of this Agreement, Vendor must immediately, at its option and expense, either:

- (a) modify the Software to conform to the requirements of this Agreement; or
- (b) provide a workaround solution to the City's satisfaction that will meet the City's requirements.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor or seek alternate services, which would have otherwise been provided under this Agreement, from third parties and seek reimbursement of such costs from Vendor. In either case, Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

6.5 If the normal operation, possession, access or use of the Software by the City is found to infringe any third party intellectual property right or Vendor believes that this is likely, Vendor must immediately, at its option and expense, either:

- (a) obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or
- (b) modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor and the Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

7.0 TRAINING AND SUPPORT

7.1 **Training for the City:** Vendor shall provide the training described in Schedule A as part of the Contract Price and for no additional consideration.

7.2 **Support:** Vendor shall provide the support services described in Schedule A as part of the Contract Price and for no additional consideration.

7.3 **Service Level Commitments:** Vendor will ensure that the Software is available for use by the City at least 99.999 per cent of the time during the term of this Agreement. In addition to this commitment, Vendor shall also comply with the service level commitments described in Schedule A or elsewhere in this Agreement.

8.0 TERM OF AGREEMENT

Subject to earlier termination or suspension in accordance with the terms of this Agreement, the term of this Agreement will commence on the date first written above and will expire **[Insert date of expiry]**. Notwithstanding the foregoing, the City may, but is not required to,

renew this Agreement on the same terms and conditions for [●] additional one year periods by giving Vendor written notice of renewal prior to the expiry of this Agreement. If the City does not give Vendor written notice of renewal, this Agreement will continue to be in effect, following expiry, on a month-to-month basis on the same terms and conditions subject to termination by either party on 30 days prior written notice.

9.0 CONTRACT PRICE

9.1 In consideration for the Software, Services and other obligations to be performed by Vendor under this Agreement, the City will pay Vendor the Contract Price set out in Schedule D unless the City, in good faith, disputes any amount charged.

9.2 Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Supplier in connection with this Agreement unless and until the Supplier has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Supplier are in good standing up to the date that such payment is due.

9.3 The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.

9.4 Any delay from the timeframes set out in Schedule A - Scope of Work due to the Supplier not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.

9.5 The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:

- (a) the invoice must correctly set out:
 - (i) the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;
 - (ii) the full name of the City's project manager; and
 - (iii) the date and title of this Agreement,
- (b) must be signed by an officer of the Supplier and contain a statement certifying that the Supplier has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;
- (c) if Supplier is not a resident of Canada, for any Services performed by the Supplier in Canada, the Supplier shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.

9.6 All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.

9.7 Taxes.

- (a) **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use,

occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Supplier relating to the Services, all of which the City will be liable to pay to the Supplier wherever the Supplier is required to collect and remit such amount to any governmental authority as a result of this Agreement.

- (b) **Supplier Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Supplier or its Affiliates on account of the Supplier's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.
- (c) **Each Party Responsible for Own Taxes.** Each of the City and the Supplier shall be responsible for paying those taxes applicable to it under Applicable Laws.
- (d) **Withholding Taxes.**
 - (i) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:
 - (1) withhold an amount from a payment made to the Supplier; and
 - (2) pay the withheld amount directly to the relevant government authority.
 - (ii) If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
 - (iii) Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).
 - (iv) If the City does not withhold an amount under Section 9.7(d) which it is required to withhold pursuant to any Applicable Laws relating to taxes, the Supplier agrees to pay that amount to the City, upon request by the City and upon the City showing the Supplier the requirement to withhold under Applicable Laws.
 - (v) Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 9.7(d).

10.0 CITY'S RIGHT TO TERMINATE

10.1 **Termination without Cause:** The City may, at any time and for any reason, terminate this Agreement in whole or in part by giving Vendor 10 days' prior written notice. If the City terminates under this section, the City will pay any reasonable wind-up costs of the Vendor up to a maximum of \$5,000. Vendor will immediately refund the balance of any prepaid and unearned fees to the City and may offset any reasonable wind-up costs, up to the foregoing maximum, against the amount to be refunded to the City.

10.2 **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten)

days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0 VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

11.1 City's Request to Delete/Destroy Transmitted Data: At the City's request, Vendor will immediately, permanently and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by Vendor, Vendor will delete and destroy the following:

- (a) all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);
- (b) all work files and derivative copies of the Transmitted Data; and
- (c) all hard copies and electronic copies of reports in Vendor's possession or under its control.

Notwithstanding the foregoing, the City may ask Vendor to not delete or destroy certain Transmitted Data and Vendor shall comply with such request provided it does not conflict with Vendor's obligations under Applicable Laws.

11.2 Obligation to Provide the City a Copy of Transmitted Data before Destruction: Prior to the deletion and destruction of the Transmitted Data in accordance with Section 11.1, Vendor will provide the City with one or more copies of all of the Transmitted Data (in a format, medium and/or device instructed by the City) in Vendor's possession or under its control at such time.

11.3 Declaration in Writing: After complying with Sections 11.1 and 11.2, Vendor shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

11.4 Continued Safe and Secure Storage: Until the City makes the request in Section 11.1 to delete and destroy the Transmitted Data, Vendor will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

12.0 INSURANCE

12.1 Required Insurance/Amounts. Prior to commencing the Services, Vendor will obtain and maintain during the term of this Agreement, at its own cost:

- (a) professional liability insurance with policy limits of not less than \$2,000,000 per claim (with a sub-limit of not less than \$1,000,000 per claim for intellectual property infringement) and an aggregate of not less than \$2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;
- (b) technology error & omissions and cyber liability insurance with policy limits of not less than \$5,000,000 per claim and an aggregate of not less than \$5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion

and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and

- (c) commercial general liability insurance policy with limits of not less than \$2,000,000 per occurrence, aggregate of not less than \$2,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:
 - (i) name the City and the City's officials, employees and agents as additional insureds;
 - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
 - (iii) include blanket contractual liability coverage; and
 - (iv) Include non-owned auto liability coverage.

12.2 **Required Policy Terms.** All required insurance policies will remain in full force and effect at all times until completion of the Services and all extensions and renewals of the Services or earlier cancellation of this Agreement (except professional liability and technology error & omissions and cyber liability policies which will remain in full force and effect at all times during the foregoing period plus two years), and will:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;
- (b) be primary insurance in respect to liability arising out of the operation of the Vendor, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the Vendor giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

12.3 **Insurance Certificate.** Prior to signing this Agreement, the Vendor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4 **Sub-contractor Insurance.** The Vendor shall ensure that any sub-contractor(s) also maintain the same insurance as the Vendor, having regard to the obligations under this Agreement that they are contracted to fulfill.

12.5 **Insurance Requirements Additional To Any Other Requirements.** Vendor will, and will cause its sub-contractor(s), to provide at its own cost, any additional insurance which is required by law or other lines of insurance coverages, endorsements, or increased limits of insurance as

reasonably deemed necessary by the City or as a reasonable and prudent vendor of similar goods and services would require to protect their operations or performance of services similar to the Services outlined.

- 12.6 **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Vendor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve Vendor from any other provisions of this Agreement with respect to liability of Vendor or otherwise.

13.0 EXCLUSION OF LIABILITY

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0 RELEASE, INDEMNIFICATION AND LIQUIDATED DAMAGES

- 14.1 Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.
- 14.2 Vendor hereby agrees to indemnify and save harmless the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of the performance by Vendor of this Agreement, a breach by Vendor of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of Vendor or its officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 14.3 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 14.4 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 14.5 The City and Vendor acknowledge and agree that Vendor's failure to properly perform the Services will cause the City to incur economic damages and losses of types and in amounts that are difficult to compute and ascertain with certainty as a basis for recovery by the City of actual damages and that liquidated damages represent a genuine estimate thereof. Accordingly, Vendor will pay the City liquidated damages in accordance with the terms of any service level agreements or other terms set out in this Agreement.

15.0 CONFIDENTIALITY

- 15.1 The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.
- 15.2 In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:
- (a) information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;
 - (b) information which was previously in Vendor's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.
- 15.3 Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section. Vendor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.4 If Vendor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Vendor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Vendor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.
- 15.5 Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.
- 15.6 Vendor shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (c) expiration or earlier termination of this Agreement; and

(d) written request of the City for return of the Confidential Information.

15.7 Vendor shall ensure that its employees are aware of their obligations of confidentiality under this Section 15.0.

15.8 Any Software manuals or other instructional material supplied by Vendor to the City will be deemed, subject to the exclusions in Section 15.2, to be Vendor's Confidential Information and the City will ensure that the City employees who are involved in the implementation and operation of the Software will comply with the obligations of this Article 15 in respect of such Confidential Information.

15.9 This Section shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.2 Vendor will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for Vendor to perform its obligations under this Agreement).

16.3 Furthermore, Vendor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between Vendor and the City. Without limiting the generality of the foregoing, Vendor will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 UNAVOIDABLE DELAY

17.2 Except for the performance of obligations to pay money, Vendor will be relieved from having to perform any obligation under this Agreement that is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by Vendor's lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of Vendor's employees or permitted sub-contractor's employees, or governmental action taken in the enforcement of law specifically against Vendor or its permitted sub-Contractors. If an Unavoidable Delay occurs, Vendor will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

18.0 NOTICES

18.2 Any notice required or permitted to be given to Vendor will be sufficiently given if delivered in writing by the City to Vendor personally, by courier or registered mail, by e-mail or by fax to the following:

[Insert name of vendor]

Attention: •
E-Mail: •
Fax: •

or his/her designate set out in an “Out of Office” email.

- 18.3 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by Vendor to the attention of the City personally, by courier or registered mail, by e-mail or by fax to the following:

CITY OF VANCOUVER

Attention: •
E-Mail: •
Fax: •

or his/her designate set out in an “Out of Office” email,

with a copy to:

City of Vancouver - Legal Services
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: Francie Connell, Director of Legal Services
E-Mail: francie.connell@vancouver.ca
Fax: 604-873-7445

or her designate set out in an “Out of Office” email.

- 18.4 Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 shall be conclusively deemed to have been given:
- (i) if given by personal delivery, on the day of actual delivery thereof;
 - (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
 - (iii) if given by e-mail or fax, on the day of transmission if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice or other communication must not be mailed but must be given by personal delivery, courier, e-mail or fax.

19.0 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

- 19.2 Vendor acknowledges that a breach by Vendor of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach, of any of Vendor’s obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and

reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of its obligations.

20.0 NO SUB-CONTRACTING OR ASSIGNMENT

20.2 Vendor shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. If the City allows Vendor to assign certain rights or obligations to another party, Vendor shall be responsible for ensuring that such other party complies with all of the confidentiality, security and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

21.0 MISCELLANEOUS

21.2 **Time of the Essence.** Time shall be of the essence of this Agreement.

21.3 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.

21.4 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

21.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

21.6 **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

21.7 **Entire Agreement.** This Agreement and the schedules constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.

21.8 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and Vendor.

21.9 **Set-Off.** the City may at its option, withhold and set-off against any amount owing to Vendor (whether under this Agreement or otherwise) any amounts payable by Vendor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against Vendor, whether such claim is at law or in equity or tort or on any other basis.

21.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and Vendor and their respective successors and permitted assigns.

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- 21.11 **Independent Contractor.** This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.
- 21.12 **Governing Law and Resolution of Disputes.** In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts will have exclusive jurisdiction to determine all disputes arising under this Agreement and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution. This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

As evidence of their Agreement to be bound by the above contract terms, Vendor and the City each have executed this Agreement as of the day and year first above written.

[INSERT VENDOR'S FULL CORPORATE NAME]

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

CITY OF VANCOUVER

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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SCHEDULE A

SCOPE OF WORK

[Note: Agreed details relating to the scope of work - including the software functionality, implementation services, training, support services and service level commitments, to be inserted. A starting point for this Schedule A will be the set of requirements set out in an RFP and any modifications to those requirements as may be agreed by the City and the successful proponent. By way of example, set out below is an illustrative list of topics and services typically provided. Supplement or modify this list as necessary based on the set of requirements in the RFP and any agreed modifications.]

Software Functionality

The Software will have the following functionality:

[Insert a description of all software functionality]

- (a) •;
- (b) •; and
- (c) •.

Implementation

Vendor will provide the following services so that the Software is ready for City use in accordance with the terms of this Agreement:

[Insert a description of all services that Vendor will perform in order to get the software ready for City use]

- (a) •;
- (b) •; and
- (c) •.

Training

Vendor will provide the following training:

[Insert a description of the training that will be provided by Vendor]

- (a) •;
- (b) •; and
- (c) •.

Support Services

Vendor will provide the following support services:

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- (a) **E-Mail Support:** E-Mail Support shall comprise e-mail access and response.
- (b) **Direct Support:** Vendor shall provide the following Software support to the City during the term of this Agreement:
 - (i) advice by telephone or e-mail on the use of the Software without any limit on the amount of incident reports as follows:
 - (1) an emergency contact number and e-mail address available 24/7/365 for serious Software or Service performance issues;
 - (2) for less serious issues, by phone from Monday to Saturday inclusive from 9:00 a.m. to 5:00 p.m. Pacific Standard Time;
 - (ii) the dispatch out by email or mail of fix announcements to the Software, information regarding forthcoming new releases and technical newsletters;
 - (iii) the creation and upload to the Software, from time to time, of patches and fixes in respect of the Software;
 - (iv) the diagnosis of errors in the Software and the rectification of such errors (remotely or by attendance on site as determined by Vendor) by the issue of fixes in respect of the Software and the making of all consequential amendments (if any) to the Documentation;
 - (v) any other support service offered to the City from time to time; and
 - (vi) the issue of new releases of Software.

Service Level Commitments

Service Uptime:

- (a) Vendor represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.
- (b) Vendor represents and warrants that the Services will be operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%.
- (c) If the Services availability falls below 99.99% in any month, Vendor shall provide City with a credit of that month's bill for Services according to the table below.

AVAILABILITY PERCENTAGE	PERCENTAGE OF CREDIT
99.60% to 99.69%	10%
99.50% to 99.59%	20%
99.00% to 99.49%	30%
97.00% to 99.00%	50%
Below 97.00%	75%

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- (d) Vendor represents and warrants that ninety-five percent (95%) of all transactions shall process within no more than one (1) second, and no single transactions shall take longer than five (5) seconds to process.
- (e) If Vendor's system response times fall below the warranted level for two (2) or more consecutive weeks, Vendor shall provide City with a credit in the amount of twenty percent (20%) of the Services fees for that month. If Vendor's system response times fall below the warranted level for six (6) out of eight (8) consecutive weeks, Vendor shall be considered to be in default, and City may terminate the Agreement without penalty.
- (f) Vendor shall provide City with any credits resulting from all unachieved service levels in the form of a check provided to City no later than the tenth (10th) business day of the month following the month in which the service levels was not achieved.
- (g) Vendor shall provide City with monthly reports documenting its compliance with the service levels detailed herein. Reports shall include, but not be limited to, providing the following information:
 - a. Monthly Services availability by percent time, dates and minutes that Services were not available, and identification of months in which agreed upon service levels were not achieved;
 - b. Average transaction processing time per week, the fastest and slowest individual transaction processing time per week, the percent of transactions processed that meet the service levels stated herein, and identification of weeks in which agreed upon service levels are not met.
 - c. Other information requested by the City acting reasonably.
- (h) City retains the right to use a third party to validate Vendor's performance in meeting agreed upon service levels.

Vendor Issue Response Time:

The following provisions shall be applicable to the response and correction of Service issues:

- (a) If City detects what it considers to be an issue in the Services which causes it not to conform to, or produce results in accordance with, the Agreement, then City shall by telephone or e-mail notify Vendor of the issue.
- (b) Vendor shall deliver to City and keep current a list of persons and telephone numbers (the "Calling List") for City to contact in order to obtain corrections of Services issues. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Vendor does not respond promptly to any request by City for telephone consultative service, City may attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.
- (c) Vendor shall respond within two (2) hours to City's initial request for assistance in correcting or creating a workaround for a Services issue. Vendor's response shall include assigning fully-qualified technicians to work with City to diagnose and correct or create a workaround for the Services issue and notifying City's representative making the initial request for assistance of Vendor's efforts, plans for resolution of the issue, and estimated time required to resolve the issue.

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- - (d) For major issues, within twenty-four (24) hours after City first reports the issue, Vendor shall provide a correction or workaround acceptable to City. Vendor's correction process shall include assigning fully-qualified technicians to work with City without interruption or additional charge.
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SCHEDULE B

PRIVACY COMPLIANCE AND DATA SECURITY

1.0 PRIVACY

- 1.1 The City qualifies as a “public body” under British Columbia’s *Freedom of Information and Protection of Privacy Act* (“FIPPA”). Schedule 1 of FIPPA defines a “service provider” as a person retained under a contract to perform services for a public body and includes “service provider” in the definition of “employee”. Section 3(2)(a) of FIPPA states that Part 3 of FIPPA, which governs the protection of privacy, applies to employees, and thus service providers, of public bodies. Section 3(2)(b) of FIPPA states that Part 3 of FIPPA also applies to all employees and associates of service providers to public bodies. Under the Agreement, the City will disclose or send data or information to the Vendor or the Vendor will have the opportunity to collect or use data or information (the “Data”). Part 3 of FIPPA applies to the Vendor and all of the Vendor’s employees and associates for all of the Data that qualifies as “personal information,” as that term is defined in FIPPA to mean recorded information about an identifiable individual other than contact information.
- 1.2 In performing its obligations under the Agreement, the Vendor will comply with FIPPA and all other privacy legislation to which it is subject, including but not limited to British Columbia’s *Personal Information Protection Act* (“PIPA”) and Canada’s *Personal Information Protection and Electronic Documents Act* (“PIPEDA”). The Vendor will ensure that throughout the Term all of its employees and associates, which, when used in this Schedule, includes directors, officers, consultants, contractors, and subcontractors, comply with all relevant privacy legislation, including FIPPA, PIPA, and PIPEDA. The Vendor will not collect, use, or disclose personal information except as authorized by FIPPA and the Vendor will ensure that its employees and associates do not collect, use, or disclose personal information except as authorized by FIPPA.
- 1.3 The Vendor will only collect, use, and store the Data to perform its obligations under the Agreement. Vendor will collect, use, and store no more personal information than is required to perform its obligations under the Agreement. The Vendor will not directly or indirectly copy, transmit, share, reproduce, summarize, quote, make available, sell, or disclose any of the Data to any third party without the written consent of the City. The Vendor will not modify, delete, destroy, add to, match, mine, manipulate, or in any way tamper with the Data or any personal information without the prior written consent of the City. The Vendor will not anonymize, aggregate, or otherwise alter or modify personal information, including by converting personal information into information that is not personal information, or manually or automatically analyze personal information, for any purpose, including to develop insights, conclusions, or other information from personal information.
- 1.4 Where the Vendor has or generates metadata as a result of services provided to the City and that metadata is or contains personal information, the Vendor will not use it or disclose it to any party except where the Agreement otherwise specifies and will remove or destroy individual identifiers, if practicable.
- 1.5 At or prior to the time of collection of personal information about an individual, the Vendor will obtain the consent of that individual. The Vendor will only collect personal information from an individual if a reasonable person would consider the collection of personal information appropriate in the circumstances.

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- 1.6 Unless otherwise authorized by FIPPA and approved by the City, the Vendor will collect personal information directly from the individual who is identified in the personal information. At or prior to the time of collection, Vendor will inform any person from whom it collects personal information the purpose for collecting it, the legal authority for collecting it, and the contact information of the City's Access to Information and Privacy Division (privacy@vancouver.ca).
- 1.7 In order to ensure that the Vendor and its employees and associates comply with the Agreement, this Schedule, and all relevant privacy legislation, including FIPPA, PIPA, and PIPEDA, the Vendor will develop and implement policies, practices, and security measures for storing and protecting any personal information within the Data that it receives, collects, or uses under the Agreement.
- 1.8 All right, title and interest in and to the Data and any personal information within the Data is the property of the City. All of the personal information that the Vendor receives, collects, or uses under the Agreement and this Schedule and has custody of is under the control of the City for the purposes of FIPPA. Although the City may transfer physical custody of personal information or of a copy of personal information to the Vendor, the City is not transferring control of the personal information to the Vendor. The City retains authority over the collection, use, disclosure, access, retention, destruction, and integrity of all personal information that it discloses or sends to the Vendor or that the Vendor collects or uses under the Agreement. At any time during or after the Term, the City may exercise its authority over the personal information by providing written instructions to the Vendor and the Vendor will immediately comply with the City's instructions.
- 1.9 The Vendor will exercise the highest degree of care in safeguarding the Data against loss, theft, destruction, or inadvertent disclosure. The Vendor will limit disclosure of and access to the Data to those of its employees and associates who have a need to know it for the purpose of fulfilling the Vendor's obligation under the Agreement. The Vendor will be responsible for any breach of this Agreement by any employee or associate of the Vendor. Upon expiration or termination of the Agreement or at such other time as the City may request, the Vendor will promptly return and deliver to the City all originals and copies of the Data, in whatever form, that the City requests and will destroy all extracts, analyses, copies, notes, or other documents, including computer or electronic files, prepared by or for the Vendor, including those that are based on or derived from the Data. If the City requests it to do so, the Vendor will certify that it has fulfilled the foregoing obligations.
- 1.10 The Vendor will not dismiss, suspend, demote, discipline, harass, otherwise disadvantage, or deny a benefit to any of its employees or associates who, acting in good faith and on the basis of reasonable belief:
- (a) disclose to British Columbia's Information and Privacy Commissioner that the Vendor has contravened or is about to contravene FIPPA;
 - (b) have done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene FIPPA, or
 - (c) have refused to do or stated an intention to refuse to do anything that is in contravention of FIPPA.

The Vendor will not dismiss, suspend, demote, discipline, harass, otherwise disadvantage, or deny a benefit to any of its employees or associates who the Vendor believes will do any of the foregoing.

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- 1.11 Where the Vendor collects personal information directly from the individual the information is about, the Vendor will make every reasonable effort to ensure the accuracy and completeness of any such information to be used by the Vendor or the City to make a decision that directly affects that individual. Within seven days of receiving a written direction from the City to correct or annotate any personal information, the Vendor will annotate or correct the information in accordance with the direction. When issuing a written direction under this section, the City will advise the Vendor of the date that the City received the correct request. Within seven days of correcting or annotating any personal information under this section, the Vendor will provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the City, the Vendor disclosed the information being corrected or annotated. If the Vendor receives a request for correction of personal information from a person other than the City, the Vendor will promptly advise the person to make the request to the City and, if the City has advised the Vendor of the name or title and contact information of an official of the City to whom such requests are to be made, the Vendor will also promptly provide that official's name or title and contact information to the person making the request.
- 1.12 If the Vendor receives an information request under an Applicable Law for Data or personal information that is in the Vendor's custody, the Vendor will immediately and prior to responding to the information request notify the City in writing and, if directed by the City, direct the person making the information request to the City. If the City requests that the Vendor send the City relevant Data or personal information because of an information request, the Vendor will send the City the relevant Data or personal information within seven days. The Vendor will not disclose any Data to a third party in response to an information request unless it is compelled to do so by an Applicable Law, it has first challenged the compulsion to disclose the Data, and it has given the City an opportunity to challenge the compulsion to disclose the Data.
- 1.13 If the City receives an information request under Applicable Laws for Data or personal information that is in the custody of the Vendor, the Vendor will send the City the relevant Data or personal information within seven days of the City providing a written notice to the Vendor asking for the relevant Data or personal information.
- 1.14 If the Vendor receives an information request for Data or personal information under an Applicable Law from a governmental authority, the Vendor will, upon the City's request or if required by an Applicable Law, cooperate with the governmental authority. If the governmental authority inquires about or requests Data or personal information from the Vendor, the Vendor will, to the extent that it is legally permitted to do so, promptly notify the City in writing and include the City in the Vendor's preparation of its responses to the governmental authority's inquiries or requests.
- 1.15 The Vendor will immediately and fully comply with any investigation, review, order, or ruling of British Columbia's Office of the Information and Privacy Commissioner, or their successor, in connection with the Data and any personal information within the Data. The Vendor will immediately and fully cooperate with any City investigation or review of a complaint that the Data or any personal information within the Data has been collected, used, handled, disclosed, stored, manipulated, retained, or destroyed contrary to the terms of this Schedule, FIPPA, or any other Applicable Law.
- 1.16 The Vendor will not withhold any Data, including any personal information, from the City to enforce payment under the Agreement by the City or to enforce the Vendor's rights in a dispute under the Agreement.

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1.17 The Vendor’s obligations under this Article 1.0 of this Schedule will survive the expiration or termination of this Agreement until the Vendor is no longer required to store the Data under Section 2.5 of this Schedule.

2.0 DATA SECURITY

2.1 The Vendor will only permit access to the Data and any personal information within the Data to those employees and associates who need to access the Data and any personal information within the Data in order to carry out the Vendor’s obligations under the Agreement (the “**Authorized Employees**”). The Vendor will deliver a list of the Authorized Employees to the City upon execution of the Agreement, maintain a current list of the Authorized Employees throughout the Term, and immediately provide a copy of the current list of the Authorized Employees to the City after receiving a request from the City.

2.2 The Vendor will appoint a senior employee to be responsible for the Vendor’s compliance with this Schedule (the “**Compliance Employee**”) and ensure that there is a Compliance Employee in place throughout the Term. The Vendor will ensure that the Compliance Employee ensures that each Authorized Employee is aware of the terms of this Schedule. The Vendor will notify the City if the Compliance Employee changes.

2.3 To safeguard the Data from risks such as unauthorized collection, use, disclosure, or disposal, to ensure that the Vendor meets its obligations under this Schedule, and to ensure that only Authorized Employees receive, collect, and use Data under the Agreement and this Schedule, the Vendor will throughout the Term maintain appropriate physical, organizational, and technological security measures that are consistent with current industry best practices, including, at a minimum:

- (a) restricting access to records containing paper copies of Data and personal information within the Data;
- (b) restricting access to Data and personal information within the Data stored on computers and electronic devices and media, including by using unique user IDs and passwords that are linked to identifiable Authorized Employees;
- (c) storing Data in a form that allows only Authorized Employees to access it, including by appropriately encrypting or hashing the Data using current industry best practices;
- (d) storing encrypted backups of the Data in a different site that meets all the requirements of this Schedule;
- (e) securely segregating the Data from information owned by parties other than the City, including the Vendor, including by installing access barriers to prevent information elements from being associated, compared, or linked based on similar characteristics with other information, storing the Data separately from other parties’ data, requiring authorization before a person is granted access to computers containing the Data, and requiring entry passwords and public key encryption or smart card technology before a person is granted access to computers containing the Data where practicable;
- (f) ensuring that an audit trail and user access logs for the Data and personal information within the Data are automatically generated and storing the audit trail and user access logs for the Data and personal information within the Data for two years after they are automatically generated;
- (g) ensuring that no records containing Data are removed from their storage premises without the City’s written consent;

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- (h) using physically secure areas for the storage of records containing Data and restricting access to those areas to Authorized Employees;
- (i) maintaining and implementing formal procedures for terminated or departed employees or associates who have access to the Data, with controls in place to ensure revocation or retrieval of identity badges, keys, passwords, and access rights;
- (j) taking reasonable security measures to prevent people who are not Authorized Employees from seeing or having access to Data displayed on computer screens or on hard copies;
- (k) implementing automated and manual controls that are sufficient to prevent people who are not Authorized Employees from accessing, copying, transmitting, or printing any Data;
- (l) implementing automated and manual controls that are sufficient to prevent a loss of Data from the Vendor's systems;
- (m) implementing control procedures to ensure that the Data being stored is accurate and complete; and
- (n) implementing and maintaining physical and electronic security requirements for the data centre and servers at which and the computer systems on which the Data and any personal information within the Data is stored, including:
 - i. single point of entry;
 - ii. access only for Authorized Employees;
 - iii. log-in validation;
 - iv. new accounts created only after being verified by the Vendor;
 - v. encryption and authentication for external or WiFi access to the servers upon which the Data is stored;
 - vi. servers running behind a secure firewall;
 - vii. a change control process where changes are reviewed and approved by multiple persons prior to implementation;
 - viii. remote access protected through multi factor authentication;
 - ix. encrypted transmission of data over network whether wired or wireless;
 - x. cyber-security and privacy training for Authorized Employees that meets current industry best practices;
 - xi. controls for the issue, change, cancellation, and audit-processing of user identifiers and authentication mechanisms; and
 - xii. authentication codes or passwords that:

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- a. are generated, controlled, and distributed so as to maintain the confidentiality and availability of the authentication code or password;
 - b. are known only to the authorized user of the account;
 - c. are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
 - d. are no fewer than twelve characters in length and no fewer than fourteen characters in length for privileged user accounts;
 - e. meet a minimum standard of complexity, including a combination of upper and lower characters, numbers, and special characters;
 - f. are stored using current industry best practices, including appropriate hashing and salting;
 - g. are excluded from unprotected automatic log-on processes; and
 - h. are changed at frequent intervals at least semi-annually.
- 2.4 The Vendor will store and back up the Data and any personal information within the Data on servers and other equipment that is physically located in Canada and that the Vendor owns or controls. The Vendor will store and back up the Data and any personal information within the Data on servers and other equipment that is located in _____ and in _____. The Vendor will immediately notify the City in writing if the location of the Vendor's primary or back-up servers change. The Vendor will not store any Data on any other server or equipment. The Vendor will not allow any Data to leave Canada and will not allow any individual to access the Data from outside of Canada, unless it's done so in accordance with the limited permissions allowed under FIPPA, including Section 33(2) of FIPPA.
- 2.5 The Vendor will store the Data during the Term and for one year after the expiration or termination of the Agreement. No later than one year after the expiration or termination of the Agreement, the Vendor will transfer the Data to the City in the format requested by the City. One year after the expiration or termination of the Agreement and after the Vendor has transferred the Data to the City, the Vendor will permanently and securely destroy the Data and all records of the Data so that no portion of the Data can subsequently be retrieved, accessed, or used by any party. After the Vendor destroys the Data, the Vendor will notify the City in writing that it has destroyed the Data and any backups of the Data.
- 2.6 The Vendor will not assign any of its rights or obligations under this Schedule to a third party without the consent of the City. If the City consents to the Vendor assigning any of its rights or obligations under this Schedule to a third party, the Vendor will ensure that its assignee is contractually obligated to meet the requirements of this Schedule.

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- 2.7 The Vendor will within seven days send to the City any records that the City requests to confirm with the Vendor is complying with this Schedule. If the independent external auditor identifies any deficiencies with the Vendor's compliance with this Schedule, the Vendor will correct those deficiencies and provide written confirmation to the City that it has corrected those deficiencies within thirty days of receiving notice from the City of the deficiencies. If the Vendor does not correct the deficiencies and provide a written certificate confirming that the Vendor is complying with this Schedule within thirty days, the City may terminate the Agreement.
- 2.8 The Vendor's obligations under this Article 2.0 of this Schedule will survive the expiration or termination of this Agreement until the Vendor is no longer required to store the Data under Section 2.5 of this Schedule.
- 3.0 COMPLIANCE**
- 3.1 The Vendor will cause irreparable harm to the City if the Vendor breaches this Schedule. If the Vendor breaches this Schedule, the City will be entitled to an injunction, specific performance, or any other equitable relief that it determines is appropriate in its sole discretion. If the Vendor breaches this Schedule and does not or is unable to correct the breach within thirty days, the City may immediately terminate this Agreement. The rights and remedies specified in this Schedule are in addition to, and not in substitution of, any rights or remedies that the City may have in law or in equity.
- 3.2 If the City requests written confirmation that the Vendor is complying with this Schedule, the Vendor will within ten days of receiving notice from the City provide a written certificate confirming that the Vendor is complying with this Schedule or a notice that the Vendor is not complying with this Schedule. If the Vendor notifies the City that it is not complying with this Schedule, the Vendor will correct the deficiencies and provide a written certificate confirming that the Vendor is complying with this Schedule within thirty days. If the Vendor does not correct the deficiencies and provide a written certificate confirming that the Vendor is complying with this Schedule within thirty days, the City may employ any or all of the remedies described in Section 3.1.
- 3.3 The Vendor will immediately notify the City in writing if at any time during the Term the Vendor fails to comply with this Schedule, including if the Vendor or an employee or associate of the Vendor discloses any personal information within the Data to a third party without the City's consent or if the Vendor or any employee or associate of the Vendor become aware that there has been an unauthorized disclosure of personal information within the Data to a third party without the City's consent. In notifying the City of its failure to comply with this Schedule, the Vendor will inform the City of all of the steps that the Vendor proposes to take to address and prevent recurrence of its failure to comply. If the Vendor does not correct the deficiencies and provide a written certificate confirming that the Vendor is complying with this Schedule within thirty days, the City may employ any or all of the remedies described in Section 3.1.
- 3.4 The Vendor will ensure that its systems and facilities protect Data using current industry best practices. The City may request evidence of compliance in the form of SOC2 or ISO27001 certification or an equivalent demonstration of security compliance.

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SCHEDULE C
INSURANCE CERTIFICATES

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SCHEDULE D

CONTRACT PRICE

[Note: Insert all fees to be paid by the City to the vendor under this contract]

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SCHEDULE E

RFP

[SEE ATTACHED]

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SCHEDULE F

VENDOR'S PROPOSAL

[SEE ATTACHED]