REQUEST FOR PROPOSAL NO. PS20120386

SUPPLY AND INSTALLATION OF IT SYSTEMS MANAGEMENT SYSTEM

Proposals will be received in the City of Vancouver's ("City's") Rotunda Desk, on the Main Floor of City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the Closing Time, 3:00:00 P.M., Vancouver Time (as defined in Note 2 below), Wednesday, June 13, 2012.

NOTES:

1.   Proposals are to be submitted in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.

2.   Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Security Services Office for this purpose.

3.   The City's Security Service Office is open on Business Days from 8:30 am to 4:30 pm Vancouver Time and closed Saturdays, Sundays, and holidays.

4.   DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this RFP shall be submitted

in writing to the attention of:

Jing Fan

Buyer

FAX: 604.873.7057, E-MAIL: purchasing@vancouver.ca

1.0 RFP Overview

1.1 Summary:

a) This Request for Proposal (RFP) identifies a business opportunity for the successful Proponent(s) to provide an IT Systems Management System (ITSMS) that will help improve the management of IT assets inventory and the efficiency in the City's software distribution and deployment processes.

b) The successful Proponent will provide the required system software and professional services required by this RFP including but not limited to the following:
- project planning;
- system requirements gathering and design;
- system installation and configuration;
- data migration;
- system integration;
- system testing;
- user and technical training;
- system implementation and
- on-going support and maintenance.

1.2 Summary of Project Scope:

a) The City is requesting proposals from interested firms with demonstrated experience in implementing IT System Management systems, in the timeframe specified in Part A - Section 2.5.

The IT Systems Management System is expected to help automate inventory tracking, improve inventory management and existing processes in the areas of software distribution and deployment.

c) A Proponent who chooses to respond to the City's requirements must demonstrate how delivery of the functional and technology requirements specified in Schedule A will be accomplished. The Proponent's response must clearly outline roles and responsibilities for integration and/or interface of required systems, methodology that will be employed, the nature of the integration and/or interface and technical requirements in order to achieve it.

d) Proponents are to respond to all requirements, must demonstrate how they can meet all requirements contained in the RFP, and may submit proposals solely or in a consortium. Those Proponents submitting consortium proposals must clearly indicate the roles and responsibilities of each of the consortium members and identify which member will assume the role as lead for the project. Each member of the

consortium will need to provide its experience and referrals related to the role it will fill.

e)   The successful Proponent(s) will be the Proponent(s) who offers the best value, which will be assessed as a combination of product fit, experience, pricing, scope, duration, level of services offered, and operations and maintenance enhancements at the City's sole discretion.

2.0   Project Overview

2.1   The City of Vancouver

The City of Vancouver, with a population of approximately 560,000 lies in a region of more than two (2) million people. Vancouver is the largest city in the province of British Columbia and the third largest metropolitan area in Canada. As the main western terminus of Canada's transcontinental highway and rail routes, as well as home to the Port of Vancouver, Vancouver is the primary city of western Canada and one of the nation's largest industrial centres and is consistently rated as one of the most livable cities in the world.

2.2   Project Background

The City of Vancouver (City) comprises of 3 governing boards, multiple service groups, departments, special operations and programs with about 9000 employees.

To serve these governing boards, service groups, departments, special operations, programs and their employees, the IT department at the City manages tens of thousands of IT hardware and software assets.

Currently, information of these IT assets is recorded and manually tracked using the City's Enterprise Resource Planning (ERP) system. However, due to the volume of equipment, devices and software that runs on them, keeping track of and effectively managing these assets' lifecycle manually is extremely inefficient.

These inefficiencies have negative impact on both projects and operational processes. When any large scale project is initiated, be it deployments of hardware or updates of software, project teams spend large amount of time and effort to determine the inventory of impacted devices, where they are located and who they belong to, before an estimate on the scope and impact to the organization can be provided.

To address these inefficiencies, the City has decided to initiate an IT Systems Management project and the acquisition and implementation of an IT Systems Management System (ITSMS) is a key component.

The IT Systems Management System is expected to help automate inventory tracking operations and improve existing processes in the areas of software distribution and deployment. With its successful implementation, the City will be able to improve the efficiency in its ongoing PC Replacement program and the project to upgrade the primary operating system from Windows XP to Windows 7 for the City's fleet of desktops and laptops.

2.3   Project Objectives

The acquisition and implementation of an ITSMS is a key component of the overall IT Systems Management project. The following are the high level objectives of the project:

a) To limit costs and risks associated with IT hardware and software through management of inventory and deployment.

    i.   Optimize the assignment and usage of hardware and software assets;

    ii.   Proactively monitor software compliance;

    iii. Reduce effort for managing software deployments, their subsequent updates and configuration changes.

b) To significantly improve the inventory of IT Assets.

    i.   Implement a system to manage the life cycle of the majority of networked hardware and associated software. Proactively monitor software compliance;

    ii.   Develop processes and procedures to better identify and track location and owner of IT assets.

c) To support the Client Hardware Replacement Program and Windows 7 deployment.

    i.   Develop processes and acquire tools to support the PC Replacement and Windows 7 Migration Projects.

2.4   Project Scope

The City seeks a Proponent(s) with the capability and experience to efficiently and cost-effectively supply the RFP Requirements as set out in Schedule A. The Scope and Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

From an Information Technology (IT) perspective, the City has three main areas which maintain its own discrete network and domain and are supported by a

dedicated IT department. The areas of responsibility can be classified into these: the Vancouver Police Department "VPD", the Vancouver Public Library "VPL", and the rest of the City of Vancouver "TROCOV".

For the purpose of this engagement, the three areas i.e. TROCOV, VPD and VPL are expected to install their own instances due to their separated discrete networks and domains.

The scope of this engagement:

1. To acquire, install, configure and implement an IT Systems Management System.
    a)   Provide the software for the IT Systems Management System;
    b)   Provide the specifications for the IT infrastructure for the installation of system;
    c)   Gather, understand and verify the requirements;
    d)   Design the system based on the requirements (including integration to City systems;
    e)   Determine initial data setup requirements;
    f)   Install the software;
    g)   Configure the system based on the design;
    h)   Perform and test the initial setup;
    i)   Setup the development, test, training environments;
    j)   Conduct the functional test;
    k)   Conduct the integration test (where applicable);
    l)   Implement and launch system in production;
    m)   Provide training for users and administrators;
    n)   Provide all require documentations.

2. To provide advice on how to take advantage of the capabilities offered by the ITSMS for the following:
    a)   Define the Managed and Unmanaged IT assets in ITSMS;
    b)   Determine what relationships relating to Hardware and Software Inventories should be managed by the ITSMS;
    c)   Determine the major hardware and software lifecycle events which require reports from or updates to the ITSMS;

d)   Integrate ITSMS capabilities into operational process changes for addition, modification and removal of IT assets;

e)   Integrate ITSMS capabilities into process changes for Software Distribution, OS Deployment and Client Management.

2.5   Project Timeframe

The City anticipates completion of this project over a four (4) month period, beginning with the Proponent(s)'s engagement.

a)   <u>Approximate Key Dates are:</u>

Implementation Schedule and Milestone Dates:	
Release of RFP	May 17, 2012
Deadline for Enquiries	Jun 5, 2012
RFP Closes	Jun 13, 2012
Product demonstration from shortlisted Proponents	End of July – Early August 2012
Finalize selection and award contract	Early August 2012 – End September 2012
System Implementation	Mid October 2012 – End March 2013

b)   Respondents to this RFP should provide a high level implementation strategy based on their experience implementing these functionalities in other organizations.

3.0   Contractual Requirements

3.1   A sample of the City's Form of Agreement outlining the City's contractual requirements for payment, deliverables, professional liability insurance, insurance, WorkSafeBC coverage and compliance, change orders, and all other relevant business issues and risk allocations is attached as Appendix 1. Proponents are requested to review and confirm as part of their proposal that they are agreeable to and can meet the requirements of all of the terms of the sample Form of Agreement or if they consider any part of the sample Form of Agreement to be inconsistent with their proposal, to suggest alternative contractual language in Schedule C – Deviations and Variations.

NOTE: The definitions set out in Attachment A – Legal Terms and Conditions of the Proposal Form (Part C) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0   Administrative Requirements

1.1   It is the sole responsibility of all Proponents to check the City's website at: http://vancouver.ca/fs/bid/bidopp/openbid.htm regularly for amendments, addenda, and questions and answers to this RFP.

1.2   Proponents are to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0   Conduct of RFP – Inquiries and Clarifications

2.1   The City's Director of Supply Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.

2.2   It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries are to be in written form only e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page no less than five (5) Business Days prior to the Closing Time. If required, an addendum will be issued and posted on the City's website.

3.0   Contract Requirements

3.1   The term of the Contract shall be as per timeline set out in Part A - Section 2.5.

3.2   Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver Business Licence prior to Contract execution.

3.3   The successful Proponent will be requested to enter into a Contract substantially in accordance with the sample agreement provided as Appendix 1. If any of the terms set out in the sample agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its Proposal Form (Schedule C – Deviations and Variations).

3.4   While the City is not obligated to accept any alternatives, deviations or variations to the sample Form of Agreement, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

4.0 Pricing

4.1 Prices quoted are to be exclusive of HST, except where expressly requested.

4.2 Pricing shall be held firm for the term of the Contract, unless otherwise expressly agreed to by the City.

4.3 Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

4.4 Prices are to be quoted in Canadian currency.

4.5 Fixed pricing for as much of the Project scope as possible is highly desirable. Where a Proponent cannot provide fixed pricing, such Proponent is encouraged to provide reasons as well as ways to minimize leaving the price of any aspect of the Project open-ended –e.g. setting out a range of pricing combined with price caps, etc. In addition, a Proponent that cannot provide fixed pricing on any aspect of the Project is encouraged to find ways to help the City achieve a high degree of price certainty.

4.6 Further pricing requirements are set out in Schedule B – Pricing.

5.0 Consortium Proposals

5.1 The City will consider a proposal from two (2) or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form. While the City will consider such a consortium proposal, the City has a strong preference for proposals submitted by a single firm who would act as a prime contractor and then supplies any required specialist expertise via sub-Contractors or sub-consultants, as the case may be.

5.2 A single person or company is to be identified as the Key Contact Person on the Proposal Form (Part C), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the proposal submission, evaluation, and any negotiation process.

5.3 Consortium proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.

5.4 The City reserves the right to accept or reject any consortium as proposed or choose to negotiate a contract with individual consortium members separately, or to negotiate for the selection of one consortium member as a prime contractor with the other members acting as sub-Contractors or Sub-

consultants. Each component of the consortium proposal should be priced out individually.

6.0 Submission of Proposal

6.1 Proponents are to submit Eight (8) hard copies of their Proposal in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda each binder. Proponents should also submit one (1) electronic copy of their proposal in the same format described above on CD. All copies are to be submitted in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time set out on the date and at the location shown on the title page of this RFP. *Proponents should submit as part of their Proposal package, their complete response to Schedule B – Pricing, in a separate envelope clearly marked as "Pricing Details", and only one (1) copy of the pricing information is required.*

6.2 Only the English language may be used in responding to this RFP.

6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned.

6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.

6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Office, 453 West 12th Ave., V5Y 1V4 and signed by the authorized signatory for the Proponent.

6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

7.0 Format of Proposal

7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.

7.2 Proponents should complete all forms included in this RFP, attaching any additional appendices that may be required. Proposals are to be arranged as follows:

a) Title Page: The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number, and the name and title of the contact person.

b) Table of Contents: Page numbers are to be indicated.

c) Executive Summary: A short summary of the key features of the Proposal demonstrating the Proponent understands the scope of the Requirements.

d) Proposal Form: The Proponent is to complete the Proposal Form and attached <u>Attachment A – Legal Terms and Conditions</u> included in this RFP in accordance with the instructions.

e) Required Documents: The Proponent is to attach any required documents described in Part C, Section 1.0 - Required Documents of the Proposal Form.

f) Schedules: The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.

g) Added Value: Proponents may submit Added Value services above and beyond the scope of work and are to identify same as additional appendices within their Proposal.

8.0 Bid and Performance Security

8.1 Since no irrevocable offer is required under this RFP, no bid security is required.

9.0 Conflict of Interest

9.1 Proponents are to ensure that:

a) any and all conflicts or potential conflicts;

b) any and all collusion, or appearance of collusion; and.

c) any and all corporate, individual and other entities affiliated with the Proponent who are registered as lobbyists under any lobbyist legislation in any jurisdiction in Canada or the United States of America, are fully and properly disclosed in Section 6.0 of Part C - Attachment A – Legal Terms and Conditions.

9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any contract should one be awarded in reliance on the information contained in the submitted Proposal.

9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any officer, employee,

agent or elected official of the City with respect to its Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

10.0   Opening of Proposals

10.1   The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

11.0   Evaluation of Proposals

11.1   Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, price and any other relevant criteria set out herein including, but not limited to:

a)   the Proponent's ability to meet and deliver the Functional and Technology Requirements when and where required;

b)   the Proponent's financial offer including but not limited to prices, support, operating and maintenance charges, warranty length and any life cycle considerations;

c)   the overall estimated cost and expenses for the implementation;

d)   the Proponent's business and technical reputation and capabilities;

e)   the Proponent's financial stability, track record, and references of current and former customers;

f)   the Proponent's proven experience in delivering IT Systems Management System projects of similar size and scale;

g)   the Proponent's proposed project team and the skills, knowledge and previous experience of members of the team;

h)   the Proponent's quality of Proposal, including any innovative concepts; and industry best practices;

i)   the Proponent's proposed plan of approach and work schedule;

j)   the Proponent's implementation plan and schedule, including the ability to meet Project timelines;

k)   the Proponent's training plan including training requirements for users and administrators;

l)   the Proponent's compliance with the Supplier Code of Conduct;

m)   the Proponent's leadership in sustainability (as determined by the Proponent Leadership Assessment Questionnaire);

n)   the Proponent's compliance with the City's insurance requirements;

o)   any other criteria set out in the RFP or otherwise reasonably considered relevant.

11.2   Recognizing the significant effort required to create and evaluate the necessarily detailed Proposals, the City may carry out the evaluation process for this Project in stages as deemed necessary.

11.3   Notwithstanding how the City decides to carry out the evaluation process, the City will be at liberty to negotiate in parallel with one or more Proponents, or in sequence, or in any combination, and may at any time terminate all or any one set of negotiations with Proponents. The City will treat each set of negotiations as separate and confidential and will not disclose the contents of the negotiations with one Proponent to any other Proponent except with consent.

11.4   If the City carries out the evaluation in stages, subject always to the Legal Terms and Conditions set out in Attachment A to Part C – Proposal Form, the evaluation process may proceed as follows:

i)   <u>Stage One:</u>

Stage One of the evaluation process will be the review and evaluation of the RFP Proposals by the City's evaluation team. If required, Proponents may be requested to clarify information provided in their Proposals. Stage One may be used to identify qualified Proponents whose Proposals have a high likelihood of meeting the Requirements within the Project budget and schedule.

The City may short-list certain Proponents for Stage Two.

ii)   <u>Stage Two:</u>

Stage Two will include demonstrations, presentations, questions and answers. Those Proponents who have been short-listed will be invited to make a presentation to the City's evaluation team reviewing their proposed solution, highlighting its unique advantages. A question and answer period may follow. The Proponent may be asked to provide further information as a result of this meeting. In addition, questions regarding the submission may be provided in advance of this meeting. If questions are provided by the City in advance, written responses to these questions should be available at the meeting.

Proponents may be required to present any or all of the following incorporating the outcomes of any demonstrations, presentations, questions and answers, a revised implementation plan and schedule, a more detailed integration plan, proposed amendments to the City's Form of Agreement included in the RFP and any schedules to the Form of Agreement.

The City may short-list certain Proponents for Stage Three.

iii)   <u>Stage Three:</u>

Stage Three may proceed as follows:

The City's evaluation team will, using the information and documentation received from the short-listed Proponents in Stage Two,

including any proposed changes and comments made by such Proponents to the City's Form of Agreement, review and comment on or revise such Form of Agreement and schedules to reflect the City's understandings and requirements. Each short-listed Proponent will be entitled to offer counter-proposals but will not be entitled to re-negotiate previously settled issues.

iv) Stage Four:

Once the City is satisfied with the outcome of its Proposal evaluation process and the preliminary discussions and negotiations on the City's Form of Agreement and is prepared to recommend one of the short-listed Proponents to the appropriate authority to award Contracts under the Procurement Policy (http://vancouver.ca/policy_pdf/AF01501.pdf) and once a Report making such a recommendation has been received and considered by the appropriate authority to award Contracts, and it has approved the recommended Proponent and authorized City staff to finalize and execute the Form of Agreement, City staff will finalize and execute the Form of Agreement with the successful Proponent. The amount of work and negotiations that may still need to be done to finalize and execute the Form of Agreement after approval from the appropriate authority to award Contracts will depend on how much progress was made in prior evaluation stages.

11.5 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

11.6 The City may request than any or all Sub-consultants of the Proponent undergo the same evaluation process.

12.0 Proposal Approval

12.1 Proposal approval is contingent on funds being approved and the Proposal being approved. Only then may the successful Proponent and the City proceed to settle, draft and sign the necessary legal agreement.

12.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.

12.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

12.4 Notwithstanding any other provision in the RFP documents, 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 Proposal;

e)   accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this 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; and

h)   split the Requirements between one or more Proposals.

13.0   Quantities – Intentionally Omitted

14.0   Brand Names – Intentionally Omitted

15.0   Alternate Solutions

15.1   If in addition to proposing services which meet the Requirements the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

16.0   Environmental Responsibility

16.1   The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Consultant supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.

16.2   The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

17.0   Freedom of Information and Protection of Privacy Act

17.1   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.

18.0   Confidentiality

18.1   Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.

18.2　This RFP is the property of the City. Copies may not be made or distributed without the prior written approval of the City's Director of Supply Management.

19.0　Advertising

19.1　The approval of any Proposal and the signing of an Agreement does not allow a Proponent to advertise its relationship with the City, in any way without the City's prior written authorization.

20.0　Non-Resident Withholding Tax

20.1　Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least thirty (30) days before commencing the service.

21.0　Legal Terms and Conditions

21.1　No part of Part A – Introduction or this Part B – Instructions to Proponents, will be legally binding on the City or proponent(s). All legal terms and conditions of the process contemplated by this RFP are contained in Part C - Proposal Form, including without limitation, Attachment A – Legal Terms and Conditions to the Proposal Form.

Proponent's Name: _____

"Proponent"

Mailing Address: _____

_____

Cheque Payable/Remit to Address: _____

_____

_____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

HST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____
(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Dunn and Bradstreet Number: _____
(or N/A if not applicable)

Attach additional pages immediately behind this page for sub-Contractors and/or sub-Consultants, if applicable.

To the City of Vancouver Supply Management Department,

The Proponent, having carefully examined and read the RFP, including the sample Form of Agreement and its Appendices (if any), now submits the following Proposal:

1.0   Required Documents

If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Annual Financial Statements as set out in Schedule A – Section 2.5 – Financial Viability	Yes	
Certificate of Existing Insurance – Appendix 2	Yes	
Declaration of Supplier Code of Conduct Compliance – Appendix 4	Yes	

Assessment of Vendor Sustainability Leadership Questionnaire – Appendix 3	Yes	

To be initialed at Proposal Opening:

_____   _____
Director, Supply Management or designate   Witness

2.0   Proponent's Declaration and Acknowledgment

The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and submits same with the attached Schedules:

_____   _____
Authorized Signatory for the Proponent   Date

_____
Name and Title (*please print*)

ATTACHMENT A – LEGAL TERMS AND CONDITIONS

1.0   LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1   Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-contractors' legal rights and obligations only with respect to the proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Contract (if any).

1.2   Definitions

In this Attachment A, the following terms have the following meanings:

a)   "Best Value" combines and balances, financial, social and environmental factors in the awarding of Contracts at the City. The specific criteria considered and how they are weighted will vary depending on the goods or services being procured.

b)   "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.

c)   "Contract" means any legal agreement, if any, entered into between the City and the successful proponent following the conclusion of the RFP process, approval of the Contract by City Council, and the settlement, execution and delivery of same by each party to the Contract.

d)   "Losses" means in respect of any matter all

(i)   direct or indirect, as well as
(ii)   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).

e)   "Project" means RFP PS20120386 – Supply and Installation of a IT Systems Management system and Professional Services.

f)   "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.

g)   "Proposal" means the package of documents consisting of this Proposal Form, as well as all Schedules, once completed and submitted to the

City by the Proponent, and "proposal" means any proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.

h) "RFP" means the documents issued by the City as Request for Proposal No. PS20120386, including all Amendments, Addenda and Questions & Answers.

i) "Sub-contractors" includes any or all third parties listed in Schedule D of this Proposal Form.

j) "Supplier Code of Conduct" means minimum performance standards that all Suppliers must meet with respect to basic environmental practices, human rights and labour practices. It will ensure workers who make or deliver City products and services are treated fairly according to local or internationally accepted standards. Suppliers will be required to sign-off on the Supplier Code of Conduct prior to commencing business with the City.

k) "Sustainability" means forms of progress that meet the social, environmental and economic needs of the present without compromising the ability of future generations to meet their needs.

All other terms (capitalized or not) have the meanings given to them in the RFP.

2.0 GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 – Limitation, Section 4.4 – Dispute Resolution, Section 5.2 – Proponent's Submission Confidential, and Section 5.5 – Declaration of Confidentiality), the City assumes no legal duty or obligation in respect of this RFP or this Proposal unless and until the City enters into a Contract. This RFP process is at all times contingent on funds being approved by the Vancouver City Council and a Contract being signed by the City.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - Proponent's Submission Confidential, and Section 5.5 - Declaration of Confidentiality), the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 – Protection of City Against Lawsuits, and the following:

a) **No Duty**

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs a Contract with the Proponent.

b) **Proponent's Risk**

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

(i)   a contract or tort law duty of care, fairness, impartiality or procedural fairness in the proposal process; or

(ii)   any contract or tort law duty to preserve the integrity of the RFP process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the proposal process on this basis.

c) **Proponent's Cost**

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the proposal process.

3.0   EVALUATION OF PROPOSALS

3.1   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.

3.2   Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal process at all times until the execution and delivery of a Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals and need not necessarily review, consider or evaluate the proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all proposals at any time without further explanation or notification to any of the proponents subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, and Section 5.5 - Declaration of Confidentiality.

3.3   Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP 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 discussions or negotiations with other proponents or changes to the RFP, and, without limiting the general scope of <u>Section 4.0 – Protection of City Against Lawsuits</u>, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.0   PROTECTION OF CITY AGAINST LAWSUITS

4.1   Release

Except only and to the extent that the City is in breach of <u>Section 5.2 - Proponent's Submission Confidential</u>, or <u>Section 5.5 - Declaration of Confidentiality</u>, the Proponent now releases the City from all liability for any Losses in respect of:

a)   any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and 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 occurring in the course of conducting this RFP process;

c)   the Proponent preparing and submitting its Proposal;

d)   the City accepting or rejecting its Proposal or any other submission;

e)   the manner in which the City:

   •   reviews, considers, evaluates or negotiates any proposal,

   •   deals with or fails to deal with any proposal or proposals, or

   •   decides to enter into a Contract or not enter into any Contract; and

(f)   the proponent(s), if any, with whom the City enters a Contract.

4.2   Indemnity

Except only and to the extent that the City breaches <u>Section 5.2 - Proponent's Submission Confidential or Section 5.5 - Declaration of Confidentiality</u>, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-contractors or agents alleging or pleading

a)   any alleged (or judicially imposed) 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 this RFP process, or

c)   liability on any other basis related to this RFP or the proposal process.

4.3   Limitation

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 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality), the City or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-contractors 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.

4.4   Dispute Resolution

Any dispute relating in any manner to this RFP or the proposal process (except only and to the extent that the City breaches Section 4.3 - Limitation, Section 4.4 - Dispute Resolution, Section 5.2 - Proponent's Submission Confidential, or Section 5.5 - Declaration of Confidentiality, and also excepting any disputes arising between the City and any proponent with whom the City has entered a Contract) 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)   This Section 4.0 – Protection of City against Lawsuits will:

(i)   bind the City, Proponent and the arbitrator;

(ii)   survive any and all awards made by the arbitrator;

c)   The Proponent will bear all costs of the arbitration; and

d)   The arbitration will take place in the City of Vancouver, British Columbia.

5.0   ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1   **Proposal Documents Remain/Proposal Becomes – City's Property**

   a)   All RFP packages including Amendments, Addenda and Questions & Answers provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.

   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.

5.2   **Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the proposals to the proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

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 for disclosure of 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.

5.3   **All City Data/Information is Confidential**

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

5.4   **Disclosure Requires Prior Consent**

The Proponent may not divulge any information respecting the proposal process to any third party without the prior written consent of the City, which consent

may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

5.5 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

a)   the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;

b)   any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;

c)   the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and

d)   the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City.

6.0   DECLARATION – NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to no Conflict of Interest in RFP Process

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

a)   an elected official or employee of the City; or

b)   related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City,

except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.2   Declaration as to no Conflict of Interest Respecting Proposed Services

The Proponent now confirms and warrants that neither the Proponent nor its proposed Sub-contractors

a)   are currently engaged in providing (or are proposing to provide) the supply and installation of a IT Systems Management system and professional services of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (aka Metro Vancouver), or any member local governments of Metro Vancouver,

b)   such that entering into the **Form of Agreement** pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's or its Sub-Contractors' duties of loyalty to the organizations noted in (a) above, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.3   Declaration as to Collusion

The Proponent now confirms and warrants that:

a)   the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and

b)   the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated,

        except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].

6.4   Declaration as to Lobbyist Status

The Proponent now confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above]

7.0 NO PROMOTION OF RELATIONSHIP

7.1 The successful proponent must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials, without the express prior written consent of the City (except as may be necessary for the successful proponent to perform the successful proponent's obligations under the terms of the Contract). Furthermore, the successful proponent undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied.

8.0 SECURITY CHECKS

8.1 The Proponent acknowledges that certain departments and boards of the City have developed a comprehensive security protocol for anyone providing goods or services to such departments. The Proponent agrees that as a condition of submitting its Proposal to the City:

(a) the City may at any time and from time to time and at any time prior to the award of the Contract, conduct criminal records searches, police history information searches and/or other background checks, investigations and searches (collectively, "**Searches**") pertaining to:

(i) the Proponent;
(ii) any principals, directors, managers, employees and agents of the Proponent being proposed, directly or indirectly, as having any involvement with this RFP or the anticipated Contract;
(iii) the Sub-Contractor(s); or

(iv) any principals, directors, managers, employees and agents of the Sub-Contractor(s) proposed to perform directly or indirectly, any part of the anticipated Contract which involves, or may involve, access to security sensitive information (whom, for the purposes of this section (i) through (iv) are, collectively, the "**Proponent Personnel**");

(b) the Proponent will cause all Proponent Personnel, on the request of the City, to execute and deliver to the City a consent document (in form and substance satisfactory to the City) setting out the individual's consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable the City to perform such Searches; and

(c) without limiting any other term of this Attachment A, the Proponent agrees that each of: (i) the failure of any Proponent Personnel to deliver any required consent or authorization; and (ii) receipt by the City of notice that the outcome of any of the Searches is not satisfactory, may or may not result in the Proponent's Proposal being set aside.

9.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

9.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent	Date

Name and Title (*please print*)

1.0   Project Information and General Instructions

This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to, the respective requirements. Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.1   Project Background

The City of Vancouver (City) comprises of 3 governing boards, multiple service groups, departments, special operations and programs with about 9000 employees.

To serve these governing boards, service groups, departments, special operations, programs and their employees, the IT department at the City manages tens of thousands of IT hardware and software assets.

Currently, information of these IT assets is recorded and manually tracked using the City's Enterprise Resource Planning (ERP) system. However, due to the volume of equipment, devices and software that runs on them, keeping track of and effectively managing these assets' lifecycle manually is extremely inefficient.

These inefficiencies have negative impact on both projects and operational processes. When any large scale project is initiated, be it deployments of hardware or updates of software, project teams spend large amount of time and effort to determine the inventory of impacted devices, where they are located and who they belong to, before an estimate on the scope and impact to the organization can be provided.

To address these inefficiencies, the City has decided to initiate an IT Systems Management project and the acquisition and implementation of an IT Systems Management System (ITSMS) is a key component.

The IT Systems Management System is expected to help automate inventory tracking operations and improve existing processes in the areas of software distribution and deployment. With its successful implementation, the City will be able to improve the efficiency in its ongoing PC Replacement program and the project to upgrade the primary operating system from Windows XP to Windows 7 for the City's fleet of desktops and laptops.

The City has a preference for an internally hosted and integrated software solution and must fit with the City's technology environment (refer to Schedule A – Requirements Section 5.2 - City's Current Technology Description).

1.2   Project Objective

The acquisition and implementation of an ITSMS is a key component of the overall IT Systems Management project. The following are the high level objectives of the project:

a) To limit costs and risks associated with IT hardware and software through management of inventory and deployment.
    i. Optimize the assignment and usage of hardware and software assets;
    ii. Proactively monitor software compliance;
    iii. Reduce effort for managing software deployments, their subsequent updates and configuration changes.

b) To significantly improve the inventory of IT Assets.
    i. Implement a system to manage the life cycle of the majority of networked hardware and associated software. Proactively monitor software compliance;
    ii. Develop processes and procedures to better identify and track location and owner of IT assets.

c) To support the Client Hardware Replacement Program and Windows 7 deployment.
    i. Develop processes and acquire tools to support the PC Replacement and Windows 7 Migration Projects.

1.3 Project Scope

The City seeks a Proponent(s) with the capability and experience to efficiently and cost-effectively supply the RFP Requirements as set out in Schedule A. The Scope and Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

From an Information Technology (IT) perspective, the City has three main areas which maintain its own discrete network and domain and are supported by a dedicated IT department. The areas of responsibility can be classified into these: the Vancouver Police Department "VPD", the Vancouver Public Library "VPL", and the rest of the City of Vancouver "TROCOV".

For the purpose of this engagement, the three areas i.e. TROCOV, VPD and VPL are expected to install their own instances due to their separated discrete networks and domains unless otherwise advised by the proponent.

The scope of this engagement:

a) To acquire, install, configure and implement an IT Systems Management System.
    i. Provide the software for the IT Systems Management System;

ii. Provide the specifications for the IT infrastructure for the installation of system;

iii. Gather, understand and verify the requirements;

iv. Design the system based on the requirements (including integration to City systems;

v. Determine initial data setup requirements;

vi. Install the software;

vii. Configure the system based on the design;

viii. Perform and test the initial setup;

ix. Setup the development, test, training environments;

x. Conduct the functional test;

xi. Conduct the integration test (where applicable);

xii. Implement and launch system in production;

xiii. Provide training for users and administrators;

xiv. Provide all require documentations.

b) To provide advice on how to take advantage of the capabilities offered by the ITSMS for the following:

i. Define the Managed and Unmanaged IT assets in ITSMS;

ii. Determine what relationships relating to Hardware and Software Inventories should be managed by the ITSMS;

iii. Determine the major hardware and software lifecycle events which require reports from or updates to the ITSMS;

iv. Integrate ITSMS capabilities into operational process changes for addition, modification and removal of IT assets;

v. Integrate ITSMS capabilities into process changes for Software Distribution, OS Deployment and Client Management.

1.4 <u>Project Deliverables</u>

The envisioned deliverables of this engagement consist of:

a) Detailed Implementation Plan and Acceptance Sign-off;
b) Requirements Specifications and Acceptance Sign-off;
c) Design Specifications and Acceptance Sign-off;
d) System Installation Acceptance Sign-off;
e) Installation Procedure and Guides;
f) Software Installation Media;
g) Pre-Implementation Workshop;
h) System and Service Acceptance Test Sign-off;
i) User Training;
j) User Manuals and Guides;
k) Functional Test Plan;
l) Functional Testing Results and Acceptance Sign-off;
m) Signed-off Integration Test Results;

    n) Integration Test Plan;

    o) Integration Testing Results and Acceptance Sign-off;

    p) System Implementation Sign-off;

    q) Implementation Completion Assessment and Acceptance Sign-off;

    r) Post-Implementation Review Report;

    s) System Maintenance Procedure and Guides.

1.5   Proponent Response – General Instructions

In support of these objectives the City has identified key information and requirements which the Proponent should provide and address in their Proposal. Throughout the document, the Proponent's response is requested in various forms such as a summary narrative response, short answer to specific questions diagrams, charts, examples, samples and screenshots.

The Proponent is to provide responses in their proposal with reference to the requirements specified in Sections 2.0 through 13.0 inclusive. Proposals must be clearly and logically laid out. Responses must be provided in the sequence as laid out in this Schedule and to quote the section, sub-sections or table item numbers. Additional pages can be attached where necessary.

1.6   It is not the intent of these requirements to arbitrarily eliminate any Proponents. However, the City will evaluate the Proposals for what it considers to be the best overall value for its investment.

2.0   Company Profile

Key determinants of how well the Proponent(s) will be able to meet the Requirements include the Proponent's profile, experience, the resources available for future expansions and upgrades, financial viability and references. All are important factors on which the Proponent will be evaluated. Proponents are to address, at a minimum, the following elements:

2.1   Consortium

    If this Proposal involves a consortium or partnership, identify all members and provide information for each member as required below. Also, clearly describe and delineate roles and responsibilities of each party and their relationship and responsibility to the single lead Proponent.

2.2   Company Description

a)   Provide a brief description of Proponent's company, purpose and history of successes including; number of years in business, annual sales volumes, how long your company has been supplying the system, other software products marketed by the Proponent and what single feature of the system is most responsible for the Proponent's success to date.

b) Proponent to state the:

    i. total number of installations of the proposed system;
    ii. total number of systems sold each year over the past five (5) years;
    iii. total number of completed installations on the current release of the software;
    iv. market share of the proposed system compared to competing systems; and
    v. market share of systems sold in the last year compared to competing systems.

2.3 Implementation Experience

Proponent to list the number of all clients in Canada and the USA where the proposed solution has been installed. Of these installations, how many times the Proponent installed the solution. Note, the City may request a list of go-live dates and corresponding contact names and phone numbers.

2.4 References

The Proponent is to describe the Proponent's relevant experience with similar engagements for similar work over the last two (2) years as well as references for same by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Include a list of at least three (3) relevant and successfully completed projects. For each reference, Proponent to provide contact details for key project resources such as executive sponsor, project manager, business lead and technical lead. For each referenced implementation, also describe the following:
a) what was implemented and when;
b) the technical environment; including the
    i. application modules implemented;
    ii. systems integrated with (name, module, version, release, etc.) and
    iii. systems capabilities and limitations; and
c) describe resources deployed on project (e.g. Proponent's staff, sub-contractors, system integrators, etc.) and identify those resources that are proposed in this submission.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

2.5   Financial Viability

To establish the Proponents financial viability and stability, Proponent to submit with their submission annual financial statements (balance sheet, income statement) for the previous two (2) years. (i.e. gross revenue, revenue splits between consulting vs. software sales, sales expense, R&D expense).

3.0   Key Personnel

3.1   Personnel Assignment

a)   Proponent shall ensure that proposed project resources, once assigned and mobilized to the project are not reassigned to other proponent projects.

b)   Proponent to state the total number of staff the company employs and what number or percentage is dedicated to
   i.   system implementation;
   ii.   software design and development;
   iii. customer support.

c)   Proponent to state the ratio of customer support staff to the number of installed systems.

3.2   Project Team

Proponent to identify and provide resumes for the key personnel in the Proponent's proposed team, outline what their roles will be in servicing this Project and identify the proportion of time each team member will spend on each activity. Include an organization chart for the Proponent's proposed Project team, identifying the team leader or project manager, and all roles and areas of responsibility.

    3.3   <u>Project Experience</u>

    Preference will be given to Proponents that demonstrate knowledge and experience involving the installation and configuration of an IT Systems Management System of a similar size and complexity. Proponents must state the knowledge and experience of each proposed team member.

4.0   Project Timeline

    4.1   The City's expectation is for the implementation of the ITSMS to be completed within 4 months from the commencement of the engagement.

    4.2   Proponents shall provide a schedule detailing tasks and major milestones for duration of the engagement.

5.0   Functional and Technology Requirements Overview

    5.1   Within the context of the general requirements outlined in Schedule A, the Proponent is required to demonstrate:

    a) that the proposed system will be capable of performing the Functional requirements set out in Section 6.0;

    b) that the solution will be hosted by the City, and the proposed software solution can be installed and operated successfully within the City's technology environment as described in Section 5.2 and satisfy the Information Technology requirements in Section 7.0.

    5.2   <u>City's Current Technology Description</u>

    This section describes in detail the City of Vancouver's current technologies in place, and should prove to be a useful reference for the proponent to fill in the subsequent sections.

    The City of Vancouver is composed of multiple service groups, governing bodies, boards, divisions and departments – but from an explicitly information technology perspective, there are only three areas: the Vancouver Police Department "VPD", the Vancouver Public Library "VPL", and the rest of the City of Vancouver "TROCOV". Each of these three areas maintains its own discrete network and domain, is supported by a dedicated IT department, and for the purposes of description each of these areas is addressed separately.

The Rest of the City of Vancouver (TROCOV)

Client Standards:
The City has about 4000 desktop computers and laptops deployed across a network of approximately 120 sites. The City has 3 major data centres connected by redundant fiber. 80% of sites connected by fiber optic cable 100Mbps or faster, remaining sites at 2.0Mbps SDSL.
- Desktop Hardware: Lenovo M58p, S20 and M91p
- Laptop Hardware: Lenovo T520, HP Elitebook 2560p, Panasonic Toughbook CF52, CF31 and CF53
- Operating System: Windows XP Pro SP3 and Windows 7 Pro (64 bit)
- Directory Services: Microsoft centrally managed through Active Directory 2003
- Extensive use of MS Group Policy Objects (GPO) to control clients via policy, scripts, and software deployment
- Web Browser: Internet Explorer version 7 and 8
- Application Platforms: .NET Framework 3.5 SP1
- Client Productivity Suite: MS Office 2003 SP3 and Office 2010
- Client computers subject to principle of least privilege (GPO enforced)
- Client Endpoint Protection: Symantec Endpoint Protection 11

Power Management:
- Verdiem Surveyor 5.5

Mobile Standards:
- Mobile Device: 500 Blackberry Curves, BES Server 5
- Various other devices (iPads, iPhones, Windows phones, and Android smartphones) attached through ActiveSync and MS TMG 2010

Server Standards:
- Virtualization: VMWare vSphere5.
- Operating System: Windows Server 2003 and 2008 (release 2, 64 bit), UNIX, LINUX
- Storage: NetApp NAS appliances, IBM Tivoli Storage Manager v6 Release 2, some IBM SAN storage
- Email: MS Exchange 2010, with Forefront for Exchange
- Database Management System (DBMS): SQL Server 2008 R2 (preferred), Oracle 10g or higher, some DB2
- Reporting Service: SQL Server 2008 R2 Reporting Services
- Web Server: Microsoft Internet Information Server 6.0 or 7.5
- Web analytics: WebTrends Marketing Lab 8.1a (to be upgraded to version 9)
- Search engine: Autonomy Ultraseek 5.7
- Network security and protection: MS Threat Management Gateway 2010 (TMG 2010)

IT Service Management:
- BMC Service Desk Express 10.0

Enterprise Resource Planning System (ERP):
The main ERP system at the City is SAP where most of the critical corporate information is held (e.g. HR related content, organization, finance and accounting, payroll and timesheet entries).
SAP installation:
- Hardware: IBM P6/P570
- SAP Version: ECC 6.0 EHP 4, BI/BW 7.0, Portal 7.0, PI 7.11, MDM 7.1, SM 7.0
- Database: IBM DB2 (vers 9.7)

- O/S: AIX (vers 6.1.5/5.3.11)

The following SAP modules are currently in use at the City:
- FI – Finance
- CO – Controlling
- MM – Materials Management
- PM – Plant Maintenance
- PS / IM – Project System & Investment Management
- RE-FX - Flexible Real Estate
- HR / Payroll
- CATS – Cross Application Time Sheet
- e-Recruiting
- Netweaver / Business Intelligence (BI)

Anticipated number of IT/Admin users of the ITSMS solution: 80

Vancouver Police Department (VPD)

Client Standards:
The VPD has about 1700 desktop computers and laptops deployed across a network of approximately 23 sites. The VPD has 3 major data centres connected by redundant fiber; 40% of sites connected by fiber optic cable 1000 Mbps or faster, remaining sites at 1.5 Mbps SDSL
- Desktop Hardware: 1150 - M91P, M58, S20
- Laptop Hardware:550 - Panasonic CF52, CF53
- Desktop/Laptop Operating System: W7Pro 64bit and XP
- Directory Services:MS AD 2003, 2008 R2
- Web Browser: IE 6,8,7,8,9
- Application Platform: .Net, Tomcat (Java)
- Client Productivity Suite: MS Office 2003 and 2010
- Clients use XP limited user (non-admin) accounts

Power Management:
- Verdiem Surveyor 5.5

Mobile Standards:
- Mobile Device: Blackberry

Server Standards:
- Virtualization: VMWare
- Operating System: Windows Server 2003 and 2008 (release 2, 64 bit), LINUX.
- Storage: SAN/NAS storage, NetApp 8.02.P3
- Email: Microsoft Exchange 2003 SP2 (to be upgraded to MS Exchange 2010)
- Database Management System (DBMS): SQL Server 2008 R2 (preferred)
- Reporting Service: SQL Server 2008 R2 Reporting Services
- Web Server: Microsoft Internet Information Server 6.0 or 7.5
- Search engine: Google mini

IT Service Management:
- Same as City of Vancouver

Enterprise Resource Planning System (ERP):
- Same as City of Vancouver

Anticipated number of IT/Admin users of the ITSMS solution: 25

Vancouver Public Library (VPL)
Client Standards:

Client Standards:

The VPL has about 1,250 desktop computers and laptops deployed across a network of approximately 22 sites. The VPL has 1 major data centre; 90% of sites connected by fiber optic cable 100 Mbps or faster, remaining sites at 1.5 Mbps SDSL

- Desktop Hardware: Seanix (retiring in 2012) and Lenovo
- Laptop Hardware: Seanix (retiring in 2012), Lenovo, HP, and Toshiba
- Desktop/Laptop Operating System: Windows XP, Windows 7 (5 machines), Windows Vista (57 machines).
- Directory Services: Novell eDir for LAN, Active Directory for MS Exchange only
- Web Browser: Firefox, Internet Explorer, Chrome
- Application Platform: MS Office (including small deployments of Visio and Access),
- Client Productivity Suite: None
- Clients use XP limited user (non-admin) accounts and configurations and functions of the machines are controlled with Deep Freeze and AntiExe.

Mobile Standards:
- Mobile Device: Blackberry Curve.

Server Standards:
- Virtualization: VMWare
- Operating System: Windows Server 2003 and 2008 (release 2, 64 bit), UNIX, LINUX.
- Storage: SAN/NAS storage, IBM Tivoli Storage Manager v6 Release 2
- Email: Microsoft Exchange 2007 SP2
- Database Management System (DBMS): PostgreSQL, MS SQL, MySQL, Sybase 15
- Reporting Service: n/a
- Web Server: Apache
- Web analytics: Google Analytics and piwik
- Search engine: Google mini

IT Service Management:
- HelpSTAR 2010 Enterprise (Multi-Division) Version 12.0.66.3

Enterprise Resource Planning System (ERP):
- Same as City of Vancouver

Anticipated number of IT/Admin users of the ITSMS solution: 16

6.0 Functional Requirements

6.1 The Proponent should demonstrate and provide details on how the solution meets and/or exceeds or does not meet the City's Functional Requirements identified in section 6.3. The Requirements are prioritized into mandatory, highly desirable and desirable for each of the solutions required.

6.2 Using the box marked "Proponent Comments" in each of the tables found under section 6.3, Proponent to describe how each Requirement will be

delivered. Proponents are encouraged provide additional details like screen shots, narratives and examples to support their responses and to highlight any limitations where applicable.

6.3 Detailed Functional Requirements

6.3.1 Hardware Inventory Management requirements

No.	Requirements	Priority	Proponent Comments
6.3.1.1	Ability to create and maintain a structured inventory of IT devices.	Mandatory	
6.3.1.2	Ability to automatically discover, track, monitor and report on inventory and location information of networked Windows desktop and laptop devices.	Mandatory	
6.3.1.3	Ability to automatically discover, track, monitor and report on inventory and location information of non-Windows hardware devices. Example of devices to be automatically discovered includes at minimum the following: hub, routers, servers, copiers, printers, scanners, VoIP phones.	Highly Desirable	
6.3.1.4	Ability to automatically discover, track, monitor and report on inventory and location information of mobile devices.	Desirable	
6.3.1.5	Ability to manually record and report all non-discoverable and undeployed hardware devices.	Mandatory	
6.3.1.6	Ability to manage Hardware Lifecycle management process. Examples of features include at minimum the following: derive device usable lifespan, forecast replacement cycles.	Highly Desirable	
6.3.1.7	Ability to manage contractual relationships of the devices. Examples of the contractual relationships include at minimum the following: warranties, warranty extensions, maintenance agreements, lease, SLAs, mobile and data plans.	Highly Desirable	
6.3.1.8	Ability to record and report on the device's usage and assignment history. Example of the information required includes at minimum the following: by users, by owner department or business units, by location.	Highly Desirable	
6.3.1.9	Ability to support user defined fields and structures. Examples of user defined fields and structures include at	Highly Desirable	

	minimum the following: asset identification numbers, organization code and hierarchies, location code and hierarchies.		
6.3.1.10	Ability to track assets and retain their information history even when components like motherboards and network cards are replaced.	Highly Desirable	
6.3.1.11	Ability to automatically discover, track, monitor and report on monitors attached to desktops and laptops.	Highly Desirable	
6.3.1.12	Ability to automatically discover, track, monitor and report on desktop and laptop other peripherals. Examples of peripherals include at minimum the following: USB devices, docking stations.	Desirable	
6.3.1.13	Ability to alert administrator and disable devices when device has been acquired by unauthorized personnel.	Desirable	
6.3.1.14	Ability to track location of laptop devices via Wi-Fi.	Desirable	
6.3.1.15	Provide best practices framework and information for IT asset management.	Highly Desirable	

6.3.2   Software Inventory Management requirements

No.	Requirements	Priority	Proponent Comments
6.3.2.1	Ability to create and maintain a structured inventory of software assets.	Mandatory	
6.3.2.2	Ability to automatically discover, track, monitor and report on software inventory and location information of networked Windows desktop and laptop devices.	Mandatory	
6.3.2.3	Ability to automatically discover, track, monitor and report on software inventory and location installed on non-Windows hardware devices. Examples of devices to be automatically discovered include at minimum the following: hub, routers, servers, copiers, printers, scanners, VoIP phones. Example of types of software includes commercially available software packages and non-Windows registered EXEs.	Highly Desirable	
6.3.2.4	Ability to automatically discover, track, monitor and report on software inventory and location installed for	Desirable	

	mobile devices.		
6.3.2.5	Ability to manually record and report on inventory and ownership information of undeployed software.	Mandatory	
6.3.2.6	Ability to manage Software Lifecycle management process. Examples of features include at minimum the following: monitor and alert on software purchases, license expiry, renewals, EOL, changes in support levels, deployment, re-deployment and retirement.	Highly Desirable	
6.3.2.7	Ability to track, monitor and report on usage information of software installed on networked desktop and laptop devices, physical and virtual servers as well as mobile devices like smartphones and tablets.	Highly Desirable	
6.3.2.8	Ability to track, update, monitor and report on the software license usage and compliance. Examples of software publishers include at minimum the following: Microsoft, Autodesk, Adobe, Symantec, SAP, IBM, Oracle, and VMware.	Highly Desirable	
6.3.2.9	Ability to manage different types of software licenses offered by major software vendors. Examples of the licensing types include at minimum the following: Individual, OEM, Named User License, Volume, Client Access License (CAL), Enterprise (Perpetual), Trial License, Concurrent License, Free License, Enterprise Subscription, Node Locked, Time Limited.	Highly Desirable	
6.3.2.10	Ability to manage software licenses and contractual relationships. Examples of relationships to be managed include at minimum the following: support assurances and subscriptions, agreements, upgrade options, versions and releases.	Highly Desirable	
6.3.2.11	Ability to provide features and tools to help optimize the usage and monitor the compliance of software licenses. Examples of features and tools include at minimum the following: record and monitor software license purchases, reconcile licenses deployed with purchased, setting of threshold and alerts when license usage is near or exceed limit, translate terms of licenses into measurable criteria, reports for software not in used.	Highly Desirable	

6.3.2.12	Ability to record, monitor and report on license ownership, assignment and usage history.	Highly Desirable	

6.3.3   Software Distribution requirements

No.	Requirements	Priority	Proponent Comments
6.3.3.1	Ability to manage package delivery, target client machines, audit and report software distributions.	Mandatory	
6.3.3.2	Ability to manage software distribution to networked X86 devices.	Mandatory	
6.3.3.3	Ability to manage software distribution to non-X86 devices, servers, virtual servers and virtual clients.	Highly Desirable	
6.3.3.4	Ability to support deployment of MSI (Windows Installer) and Non-MSI packages. Examples of Non-MSI packages include Executable (EXE), VB Scripts from both commercially and custom developed software.	Mandatory	
6.3.3.5	Ability to facilitate and schedule prioritized and asynchronous transfer of files between host and target machines using idle network bandwidth. Example of such capability includes at minimum the following: Background Intelligent Transfer Service (BITS) technology.	Mandatory	
6.3.3.6	Ability to deploy software packages to devices running Windows XP and Windows 7.	Mandatory	
6.3.3.7	Ability to deploy software packages to devices running Windows Server 2003, Windows Server 2008 and Windows 8.	Highly Desirable	
6.3.3.8	Ability to support Microsoft Group Policy features and structures.	Mandatory	
6.3.3.9	Ability to integrate with Microsoft Active Directory service.	Highly Desirable	
6.3.3.10	Ability to support user, administrator and schedule initiated triggers for installations and removals.	Mandatory	
6.3.3.11	Ability to support user provisioning.	Highly Desirable	
6.3.3.12	Ability to supports Virtual Application Deployment	Desirable	

6.3.4   Operating System (OS) Deployment requirements

No.	Requirements	Priority	Proponent Comments
6.3.4.1	Ability to automate and manage the deployment of Windows XP and Windows 7.	Mandatory	
6.3.4.2	Ability to support Windows Deployment Services (WDS) for Windows XP, Windows Server 2003 and Windows Server 2008 deployments.	Highly Desirable	
6.3.4.3	Ability to automate and manage the deployment of other Operating Systems like Windows Server 2003, Windows Server 2008, Windows Server 2008 R2, Windows 8.	Highly Desirable	
6.3.4.4	Ability to automate and manage the deployment of other Operating Systems like open source, iOS.	Desirable	
6.3.4.5	Ability to manage deployments to desktops, laptops and other X86 devices.	Mandatory	
6.3.4.6	Ability to manage deployments to virtual and physical platforms.	Highly Desirable	
6.3.4.7	Ability to remotely re-image computers.	Mandatory	
6.3.4.8	Ability to manage high volume deployment of Windows 7.	Mandatory	
6.3.4.9	Ability to manage the migration or upgrade path from Windows XP to Windows 7.	Mandatory	

6.3.5   Client Management requirements

No.	Requirements	Priority	Proponent Comments
6.3.5.1	Ability to manage client configuration for desktop and laptop devices. Examples of client configuration include at minimum the following: administer control panel settings, hardware profile configuration, device policies, OS and other software policies.	Highly Desirable	
6.3.5.2	Ability to create white and/or black lists to restrict the installation of unapproved software. Provide details of restriction rules enforcement and any exception process.	Highly Desirable	
6.3.5.3	Ability to automate, manage, track and report on the deployment of software patches to client desktop and laptop devices. Features include the following: identify and alert for outstanding patches, monitor patch distribution	Highly Desirable	

	progress and status, setup patch strategies, reports and alerts for patch failures, tracking and reporting on software inventory and patch history.		
6.3.5.4	Ability to configure BIOS settings, track and report on BIOS configuration history.	Highly Desirable	
6.3.5.5	Ability to perform BIOS version upgrades, track and report on BIOS upgrade history.	Highly Desirable	
6.3.5.6	Ability to provide user provisioning features. Examples of features include at minimum the following: software requests, self-service software license provisioning.	Desirable	
6.3.5.7	Ability to utilize features built into vPro PCs like Intel Active Management Technology (AMT) features including at minimum the following: 1. Encrypted remote power up/down/reset via wake on LAN. 2. Remote/redirected boot. 3. Preboot access to BIOS settings.	Desirable	
6.3.5.8	Ability to remote control to take over devices within the organization network for investigation, troubleshooting and problem resolution.	Mandatory	
6.3.5.9	Ability to provide the above features to manage out-of-band desktop and laptop devices. Examples of features include the following: patch deployment, managing configuration policies, deployment of software, remote control to take over devices and reporting on patch statuses and progress.	Desirable	

6.3.6   System Integration requirements

No.	Requirements	Priority	Proponent Comments
6.3.6.1	Ability to integrate with IT help or service desk management tools. Please provide the available options for integration.	Highly Desirable	
6.3.6.2	Ability to integrate with SAP procurement process. Please provide the available options for integration.	Highly Desirable	
6.3.6.3	Ability to import inventory data from other systems. Examples of external systems are SAP, other proprietary inventory databases or files. Please	Highly Desirable	

No.	Requirements	Priority	Proponent Comments
	provide the available import tools and features.		
6.3.6.4	Ability to export data from the proposed system. Please provide the available data export tools and features.	Highly Desirable	
6.3.6.5	Ability to integrate with major Mobile Device Management (MDM) solutions. Please provide the available options for integration.	Highly Desirable	
6.3.6.6	Ability to interface with web services. Please provide details for supported APIs.	Desirable	

6.3.7   Dashboards and Reports requirements

No.	Requirements	Priority	Proponent Comments
6.3.7.1	Ability to provide features and tools to create, configure, generate, publish and distribute reports.	Highly Desirable	
6.3.7.2	Ability for users to create and generate custom reports and dashboards.	Highly Desirable	
6.3.7.3	Ability for users to drill-down, filter, sort and group by key fields in reports and dashboards. Examples of key fields are: device types, specific device models, and city defined groupings like location, building, department, etc.	Highly Desirable	
6.3.7.4	Reporting tools and feature should be compatible with Microsoft SQL Reporting Services.	Highly Desirable	
6.3.7.5	Ability to allow extraction of report data for electronic transfers. Examples of formats for extracted data include at a minimum the following: MS Excel, XML, CSV, PDF.	Highly Desirable	
6.3.7.6	Ability to provide a comprehensive suite of reports and dashboards out-of-the-box for the system as a whole. Please provide details and samples of reports and dashboards commonly used by existing clients.	Highly Desirable	
6.3.7.7	As part of the requirement to provide a comprehensive suite of reports and dashboards, the following list of reports relating to Hardware (6.3.1) and Software (6.3.2) Inventory Management should be available out-of-the-box: Hardware reports: • Hardware asset status report with	Highly Desirable	

No.	Requirements	Priority	Proponent Comments
	device information (type, model, serial), warranty expiry, EOL, age, last use, location group by type; • Report on devices reaching end of warranty, past maintenance contract or vendor support coverage. Software reports: • Software License name, number of licenses owned, number of licenses deployed, licenses used in last xx days e.g. 60 days, 6 months, etc.; • Software license utilization and under-utilization rate report; • Software license utilization history and frequency; • Listing of users and software license unused or underused over a period of time; • Software license compliance audit reports.		
6.3.7.8	As part of the requirement to provide a comprehensive suite of reports and dashboards, the following list of reports relating to Client Management (6.3.5) should be available out-of-the-box: Reports should cover things like: • Client configuration settings, default and exceptions; • White list or blacklisted applications; • Clients patch level and history (patches on OS, browser, or other); • PCI compliance; • BIOS settings, default and exceptions; • BIOS versions and version upgrade history; • Self-service software licensing activity.	Highly Desirable	

6.3.8 Print Management requirements

No.	Requirements	Priority	Proponent Comments
6.3.8.1	Ability to manage print devices from major manufacturers. Examples of major manufacturers include at minimum the following: Xerox, Canon, Ricoh, Konica Minolta, HP, and Lexmark.	Highly Desirable	

6.3.8.2	Ability to set globally and individually, retrieve and store printer configuration and attributes from the automated discovery. Examples of configuration and attributes include at minimum the following: printer features and defaults settings like color, duplex, staples, scan to email, fax.	Highly Desirable	
6.3.8.3	Ability to monitor and manage contractual relationships of print devices. Examples of contractual relationships include at minimum the following: lease and rental agreements, volume commitments, warranties and maintenance agreements.	Highly Desirable	
6.3.8.4	Ability to compute accurate printer utilization rates, set threshold and alerts for print commitments for all networked printers.	Highly Desirable	
6.3.8.5	Ability to record and collect printer usage history details like print volume, power consumption, toner usage, errors, service records, scan and fax usage information.	Highly Desirable	
6.3.8.6	Ability to centrally manage print servers, queues and drivers.	Highly Desirable	
6.3.8.7	Ability to manage the migration of printer objects from Windows XP to Windows 7.	Highly Desirable	
6.3.8.8	Ability to configure and send selected real-time alerts to support for maintenance, service, troubleshooting.	Highly Desirable	
6.3.8.9	Ability to provide remote self-service feature to help users check readings, request services, order consumables.	Desirable	
6.3.8.10	Provide an out-of-box suite of reports for print management. Examples of reports are: Examples of the reports are: • Usage history reports by manufacturer or printer type; • Printer asset report available by location, owner, business unit, etc.; • Utilization rate by printer and ability to group by available by location, owner, biz unit, etc.	Highly Desirable	

6.3.9   Security Management requirements

No.	Requirements	Priority	Proponent Comments
6.3.9.1	Ability to report on end-point protection settings and statuses such as firewall settings, anti-virus, security and software patches levels.	Highly Desirable	
6.3.9.2	Ability to control personal firewall settings based on the type of connections established.	Highly Desirable	
6.3.9.3	Ability to manage settings in Internet Explorer such as trusted zones, other security options and settings.	Desirable	
6.3.9.4	Ability to trigger "self-healing" processes based on computer conditions or events (security, application, system, etc.).	Highly Desirable	
6.3.9.5	Provide an out-of-box suite of reports for security management. Examples of reports are: • Number of anti-virus incidents consolidated; • Number of security settings changes in server and desktop environments; • Security setting discrepancies between a server or desktop incident and the industry's gold standard.	Highly Desirable	

6.3.10 Server Management requirements

No.	Requirements	Priority	Proponent Comments
6.3.10.1	Ability to discover hardware and software server configurations on Windows servers.	Highly Desirable	
6.3.10.2	Ability to discover hardware and software server configurations for different variations of UNIX such as AIX, Linux, Red Hat, Ubuntu and Novell servers.	Desirable	
6.3.10.3	Ability to monitor server and manage remediation for server performance and faults.	Highly Desirable	
6.3.10.4	Ability to manage patches and updates to server OS and other software.	Desirable	
6.3.10.5	Ability to perform automatic server provisioning.	Desirable	

6.3.11 Application Virtualization requirements

No.	Requirements	Priority	Proponent Comments
6.3.11.1	Provide the features and functions related to Application Virtualization.	Desirable	

6.3.12 Power Management requirements

No.	Requirements	Priority	Proponent Comments
6.3.12.1	Provide the features and functions related to Power Management.	Desirable	

7.0   Technology Requirements

7.1   The Proponent should demonstrate and provide details that its solution meets and/or exceeds or does not meet the City's Technology Requirements identified in section 7.3.

7.2   Using the box marked "Proponent Comments" in each of the tables found under section 7.3, Proponent to describe how each requirement will be delivered. Proponents should provide additional details like screen shots, narratives and examples to support their responses and to highlight any limitations where applicable.

7.3   Technology Requirements

7.3.1   Technical Architecture and Technology Fit

No.	Requirements	Proponent Comments
7.3.1.1	Propose an optimal technical architecture specific to the City's situation required to run the proposed solution. Provide a diagram and list of all the IT components and their specifications that the City must supply, both software and hardware required to deliver a working system. Examples of IT components are: • Server Host (e.g. Virtual or physical, CPU, storage, memory, etc.); • Operating System (OS);	

	- Application servers; - Web servers; - Databases; - Middleware/messaging; - Networking; - Reporting tools; - Third party software.	
7.3.1.2	Proponent is to indicate the degree of fit of the solution with the City's existing IT infrastructure and standards, highlighting any differences from the existing setup. Provide specific details in relation to the three separate installation instances i.e. TROCOV, VPD and VPL. Please refer to Section 5.2 for the City's current Technology Descriptions.	
7.3.1.3	The City's preference for database management system (DBMS) is Microsoft SQL Server 2008 R2 Server. However, the City will consider other DBMS if deemed necessary by the Proponent.	
7.3.1.4	Provide support for multiple environments. It is envisaged that four (4) environments will be needed: - Production; - Development; - Testing; - Training.	
7.3.1.5	Provide details on industry performance benchmarks and benchmarks experienced at other client sites.	

7.3.2 System Administration and Security

No.	Requirements	Proponent Comments
7.3.2.1	Provide details on the system administration and security features of the proposed solution.	
7.3.2.2	Provide details on user login and authentication.	
7.3.2.3	Ability to provide comprehensive audit trails user and administrative activities, logon attempts, etc.	
7.3.2.4	Ability to allow authorized user to access system from within and outside of the City's standard network infrastructure.	
7.3.2.5	Ability to allow authorized user secure mobile access to information.	
7.3.2.6	Ability to allow role-based administration of user privileges.	

7.3.3   Flexibility and Ease of Use

No.	Requirements	Proponent Comments
7.3.3.1	Provides Windows-based or similar easy to use graphical user interface.	
7.3.3.2	Provides user-friendly and easy to navigate interface.	
7.3.3.3	Provides online help facilities, guides and manuals.	
7.3.3.4	Ability to define and maintain custom fields and parameters.	
7.3.3.5	Flexibility to allow system administrators to activate and deactivate features and modules.	
7.3.3.6	Ability to allow users to define and store custom views.	
7.3.3.7	Provides command-line scripting utilities.	

7.3.4   Solution Viability

No.	Requirements	Proponent Comments
7.3.4.1	Provide the name and version of product being recommended. Include the details of major and minor releases over the last 24 months.	
7.3.4.2	Provide the known product roadmap which include at minimum the expected date of the next major release and the features to be included. Where possible, provide the planned releases (major and minor) over the next 36 months.	
7.3.4.3	Provide the product's customer base with information such as: • Details and number of current clients; • Details and number of current government and municipal clients. Details should include the types and typical number of assets managed for each client installation, how long they have been using the product.	
7.3.4.4	Provide the minimum frequency of release / version upgrades that the City would be obliged to implement.	

7.3.5   Software Licensing

No.	Requirements	Proponent Comments
7.3.5.1	Proponent shall ensure that the software must be licensed to the City for use. Proponent should provide an overview of the key features of the licensing agreement including but not limited to: • Start date; • Use of separate Test and Production Environment; • Basis of licensing, e.g. features/modules, concurrent users, enterprise license, number of CPU's, servers or other; • Copy of licensing agreement.	
7.3.5.2	Proponent shall ensure that any Third Party software must be licensed to the City for use. Proponent shall specify the licensing agreement including but not limited to: • Start date; • Use of separate Test and Production Environment; • Basis of licensing, e.g. features/modules, concurrent users, enterprise license, number of CPU's, servers or other; • Copy of licensing agreement.	
7.3.5.3	Proponent shall describe the warranty period and terms, or extended warranty options. : • Start date; • End date; • Coverage and limitations; • Copy of agreement.	

Any costs associated with Software Licensing should be outlined in detail within Schedule B - Pricing.

7.3.6   Software Support and Maintenance

No.	Requirements	Proponent Comments
7.3.6.1	Provide information on regular support hours, extended/weekend support hours, on-request support hours, and support locations, version support schedule, and future release schedule. At a minimum, City will require customer support during normal business hours i.e. Monday to Friday, from 7:00 a.m. to 5:00 p.m. (Pacific Standard Time).	

7.3.6.2	Based on experience with similar-sized organizations and implementations, Proponent to estimate how many City of Vancouver technical and/or operation staff are required to operate and support the system and describe the required combination of knowledge, skills, and abilities for: • Administration. • Management of assets. • Technical support. • Operational support. • Software installation and upgrades.	
7.3.6.3	Provide maintenance and support agreement packages offered and recommend a package that fits the City's industry and size.	
7.3.6.4	Provide systems capabilities for measuring and monitoring system health, including automatic alerts.	
7.3.6.5	Proponent shall provide an overview of the key features of Software Support: • Helpdesk operating hours; • Support staff location; • Service Level description; • User Group & Online Forum description and measure of activity; • Description of bug fix and enhancement release and roll out processes; • Post implementation training; • Copy of Agreements.	
7.3.6.6	Provide maintenance and support agreement related to any Third Party software.	

Any costs associated with Software Support and Maintenance should be outlined in detail within Schedule B - Pricing.

7.3.7   Implementation Services

a) Proponents should include the proposed implementation strategy that defines the general approach for the system implementation. The implementation strategy should include any assumptions made by the Proponent. As part of its explanation of its implementation strategy the Proponent should first state its understanding of the scope of the implementation and integration services required by the City of Vancouver and comment on the reasonableness of the City of Vancouver's objectives.

b) The Proponent should then provide a description of the approach, methodology, process, and tools, as well as define the roles and scope of responsibilities for the Proponent and its partners or subcontractors (if any).

c) The Proponent should provide a training plan and description of the training to be provided to City users and administrators.

Any costs associated with Implementation Services should be outlined in detail within Schedule B - Pricing.

7.3.8   Software Customization

a) The City's expectation is for the Proponent to provide an out of box solution. Should the software require customization, the Proponent should indicate the time required for the Proponent to program and implement customizations to the proposed system in order that it has the capability to perform the user specific processes identified in Schedule A – Requirements.

b) Proponent to indicate if any City resources are required and note the position type and assignment duration.

c) Based on a comparison between the functionality of the base software package and/or service and the City's functional requirements, Proponent to provide an analysis of the extent of the modification/customization required and the time frames for development and testing.

Any costs associated with Software Customization should be outlined in detail within Schedule B - Pricing.

7.3.9   Value Added Services

Proponents should describe any value added services, products or items not specifically asked for and what the Proponent is prepared to supply as part of the contract. Unless otherwise stated, it is understood that there are no extra costs for these services; however, if there are any additional costs pertaining thereto, the summary and explanation of those costs should be appended to the Schedule B - Pricing Sheet.

8.0   Plan of Approach and Work Schedule

Proponents are to provide a detailed plan of approach and work schedule based on the project information, scope and proposed deliverables as described in Schedule A - Section 1.

8.1   Project plan and work schedule

In the project plan, the Proponent should provide the following:

a) an overview and outline of implementation approach and to state their understanding of the tasks and comment on the feasibility of meeting the City's objectives and requirements;

b) a project organization chart and definitions of the roles and scope of responsibilities for the Proponent and its partners or subcontractors (if any);

c) a project organization chart, definitions of the roles and scope of responsibilities and effort estimates required for the staff at the City;

d) a work schedule outlining the start and end dates, the duration , responsible personnel and milestone dates for completion of each task;

e) a description of the methods to be employed to perform and co-ordinate the work, and to control the scope, quality, schedule and cost of the services provided by the Proponent's lead or manager for the Project;

f) to identify activities that the City is expected to undertake in the description of each task;

g) an approach for the acceptance and sign-off of completed deliverables by the City;

h) to state deviations from the scope of services specified in these RFP documents.

8.2   Project Communications

a) The Proponent will provide regular updates to the City throughout the Project. These updates will be through various means including phone conversations, written communications, face-to-face meetings and the like.

b) The Proponent will provide written results of each Project Task to the City as those results are available. Results shall be provided in draft to allow the City to comment on each individual Project Task result.

c) Formal Project meetings will be held on a weekly basis for the duration of the Project. The Proponent will be responsible for preparing agendas for each meeting.

d) For all meetings, the Proponent will be required to prepare written meeting minutes for the City's review prior to distribution to participants.

8.3   Project Wrap-Up

a)   Once all deliverables are completed and the project deemed completed, the Proponent will prepare a detailed Project Wrap-Up Report.
        The Project Wrap Report will at a minimum include:
          - summaries of Project Tasks and all investigations and findings;
          - a detailed log of the Project;
          - a summary and explanation of all Project expenditures compared to the budget;

- a detailed written summary of the Project; and
- appendices.

b) The Proponent will provide one (1) electronic copy (in pdf format) of the final Project Wrap-Up Report to the City.

9.0 Insurance Requirements

9.1 Proponents should submit with their Proposals a Certificate of Existing Insurance duly completed and signed by their insurance agent or broker as evidence of their existing insurance (Appendix 2), along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Section 8.0 of APPENDIX 1 - FORM OF AGREEMENT, should they be selected as the successful Proponent.

9.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Certificate of Professional Liability Insurance" and "General Certificate of Insurance" attached in of the Form of Agreement SCHEDULE 4 and 5. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

10.0 WorkSafeBC Requirements

10.1 Proponents should submit with their Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 9.0 of APPENDIX 1 - FORM OF AGREEMENT.

11.0 Dun & Bradstreet

11.1 The Consultant should provide the City with the Consultant's D-U-N-S registration number.

12.0 Sustainability/Community Services

12.1 The City is interested in helping to promote a community that is sustainable, economically strong, healthy and culturally diverse. The Proponent is to indicate how their organization contributes to the well being of the local community and supports the various initiatives (sustainability, etc) promoted by the City of Vancouver.

12.2 In accordance with the City's Procurement Policy, Proponents are to demonstrate compliance with the sustainability performance by completing and submitting the Assessment of Vendor Sustainability Leadership

Questionnaire – Appendix 9 and demonstrate compliance with the Supplier Code of Conduct by submitting a completed Declaration of Supplier Code of Conduct Compliance form as provided in Appendix 10.

13.0   Health and Safety

13.1   The Consultant will be responsible for the health and safety of all the Consultants and Sub-Consultants staff, either directly or indirectly.   The Consultant will develop a health and safety plan for the Project and specify health and safety requirements.

1.0   Instructions:

1.1   The Proponent should provide the following information:

a)   Proponents are complete all Tables to the best of their ability;

b)   prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included;

c)   prices quoted are to be exclusive of HST, except where expressly requested;

d)   a total maximum fee for the Services, inclusive of all disbursements and taxes (except HST, which is to be shown separately), showing all costs associated with the Project Tasks and deliverables as outlined in Schedule A - Requirements;

e)   the hourly charge out rates for Project team members;

f)   a breakdown of the total maximum Project fee into the costs associated with each team member, inclusive of fees, disbursements and taxes (except HST);

g)   a description of all disbursements, including a maximum amount for each;

h)   a description of all costs associated with Sub-contractors; and

i)   a description of all costs, organized as above, for any additional proposed scope of work related to this Project. For example, where additional meetings are requested by the City, describe how these would be charged to the City;

j)   pricing shall be held firm for the term of the Contract, unless otherwise expressly agreed to by the City;

(k)   prices are to be quoted in Canadian currency;

(l)   fixed pricing for as much of the project scope as possible is highly desirable. Where a Proponent cannot provide fixed pricing, such Proponent is encouraged to provide reasons as well as ways to minimize leaving the price of any aspect of the project open-ended – e.g. setting out a range of pricing combined with price caps, etc. In addition, a Proponent that cannot provide fixed pricing on any aspect of the Project is encouraged to find ways to help the City achieve a high degree of price certainty;

1.2   each Proponent is requested to complete the pricing tables set out below based on their knowledge of the City's requirements set out in this RFP. While the pricing tables set out below have been prepared based on the City's understanding and expectation of the relevant pricing elements, Proponent should feel free to customize and modify the pricing tables in a manner that makes it easier and more effective for the City to understand and track the costs associated with the project having regard to the City's requirements set out in this RFP (including the requirements set out in section 1.1 above). The pricing tables should include all expected costs the City would incur implementing the proposed solution. While these prices are estimates only, the purpose is to provide an order of magnitude of the total implementation costs of the Proponent's solution. Use the following guidelines in completing the cost estimate:

    a)   if possible base cost estimates on a previous actual installation you have completed for a similar sized City, particularly for modification and implementation costs;

    b)   include costs for necessary database or operating system software licenses;

    c)   assume the City will provide all data conversion programming but that you will provide the conversion specifications;

    d)   include any other direct costs which the City will incur in implementing your solution; and

    e)   provide an itemized list of each component of the costs in the pricing tables.

1.3   The Proponent should copy and customize the Pricing Table(s) set out below for inclusion in their RFP submission:

1.4 Table 1 – Software Pricing

Proponent to identify price of packaged software modules to meet requirements set out in Schedule A – Requirements. The following software pricing table is presented as a guide; Proponents can modify the table to propose their pricing schemes.

Table 1: Software Pricing						
Instances	City's Assumption (a)	List Price (b)	State any Discounts Offered off List Price (%) (c)	Net Price (with any Discounts factored in) (b*c) = (d)	Total Price (a*d)	Comments
The rest of City of Vancouver (TROCOV)	Enterprise Server Site License	$	%	$	$	
	Client License (if applicable)	$	%	$	$	
Vancouver Police Department (VPD)	Enterprise Server Site License	$	%	$	$	
	Client License (if applicable)	$	%	$	$	
Vancouver Public Library (VPL)	Enterprise Server Site License	$	%	$	$	
	Client License (if applicable)	$	%	$	$	
Software (Optional	Enterprise Server Site	$	%	$	$	

Modules and/or Third Party Software – if required)	License					
	Client License (if applicable)	$	%	$	$	
Total:					$	

State in detail any discounts offered above:

_____

_____

_____

1.5   Table 2 - Professional Services and Disbursements Pricing

Proponent to identify pricing of Professional Services and Disbursements based on response to Schedule A – Requirements. *Tables can be modified to separate cost for different required instances i.e. TROCOV, VPD and VPL.*

Table 2 – Professional Services and Disbursements						
Work Task/Phase Deliverable	Team Members	Activity /Role	Estimated Days	Hourly Billing Rate	Estimated Fee	Estimated Disbursements
Training (Training facility provided by the City. Assumes formal classroom overview and user role specific training and supporting documentation. Est. ½ - 5 days of training required based on user role)						
Technical Design						
Software						

Installation & Configuration						
Interface and Integration Development						
Testing						
Data Cleaning and Migration (City will require direction and support for related activities)						
Report Development (Select custom reports will be required to be developed. Assume a total of 15 reports – 5 simple, 5 moderate and 5 complex)						
Software Customization (modifications and compatibility)						
Project Management						
Other (please specify)						
Total Maximum Fee for Service & Disbursements						

1.6   Table 3 – Support and Maintenance Pricing

a)   Proponent to identify price for support and maintenance for first five (5) years as specified in the Proponents response to Schedule A.

b)   Proponent to detail how support and maintenance cost is calculated.

c)   Proponent to complete Table 3 for each support and maintenance offered.

Tables can be modified to separate cost for different separate instances i.e. TROCOV, VPD and VPL.

Table 3 – Software Support and Maintenance Fees					
	Year 1	Year 2	Year 3	Year 4	Year 5
Software Support and Maintenance (City minimum requirements as per Schedule A					
Grand Total (for all five years):					$

1.7   Any Other Additional Costs

Proponent to state any other mandatory costs i.e. escrow, warranty.   Proponent to list all necessary details and related costs.

_____

_____

_____

1.8   Table 4 – Summary of Pricing

Table 4 – Summary of Pricing			
	Price	Disbursement	Total Price
Table 1 – Software for TROCOV.			$
Table 1 – Software for VPD.			$
Table 1 – Software for VPL.			$
Table 2 – Professional Services and Disbursements for TROCOV.	$	$	$
Table 2 – Professional Services and Disbursements for VPD.	$	$	$

Table 2 – Professional Services and Disbursements for VPL.	$	$	$
Table 3 – Software Support and Maintenance Fees for TROCOV.	$	$	$
Table 3 – Software Support and Maintenance Fees for VPD.	$	$	$
Table 3 – Software Support and Maintenance Fees for VPL.	$	$	$
Section 1.7 – Any Other Additional Costs	$	$	$
Grand Total:	$	$	$

1.9   Table 5 – Additional Options

Additional options the City may be interested in pursuing and not part of the Maximum Fees and Disbursements.

Table 5 – Additional Options			
Functionality/Service	Software Costs	Implementation Services Cost	Total

2.0   Terms of Payment

2.1   The City's standard payment terms are Net 30 days after receipt of approved invoice: however and discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net 30.

2.2   Describe if Electronic Fund Transfer (EFT) is available.

3.0   Discounts

3.1   A cash discount allowance of _____% will be allowed if invoices are:

a)   Paid within _____days; or

b)   Paid by the _____ th of the following month.

a) or b) are subject to the time of receipt of the invoice and approval of the invoice amount by the City. The 15th of the month following or later is preferred by the City.

4.0   Alternative Pricing Solutions

4.1   Proponents may offer alternative pricing options.

Proponent(s) should use this Schedule C to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where the Proponent is proposing the use of contract language or clauses other than those set out in the sample Form of Agreement (Appendix 3), such clauses should be attached to this Schedule C. The City will assume such clauses are in addition to those in the sample Form of Agreement unless otherwise indicated by the Proponent.

The Sub-contractors shown below are the Sub-contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the sample Form of Agreement.)

The City reserves the right to object to any of the Sub-contractors listed in a Proposal. If the City objects to a listed Sub-contractor then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Subcontractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-contractor, the Proponent may, rather than propose a substitute Sub-contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.

If no Sub-contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

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If no Sub-contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

PROFESSIONAL SERVICES AGREEMENT

SUPPLY AND INSTALLATION OF IT SYSTEMS MANAGEMENT SYSTEM

THIS AGREEMENT made as of the **[day]** day of **[month/year]** (the "**Effective Date**")
BETWEEN:

> **CITY OF VANCOUVER**
> 453 West 12th Avenue
> Vancouver, British Columbia
> V5Y 1V4
>
> (the "**City**")

OF THE FIRST PART

AND:

> **[CONSULTANT NAME]**
> **[address]**
>
> (the "**Consultant**")

OF THE SECOND PART

> (City and Consultant are hereinafter sometimes referred
> to individually as "**Party**" and collectively as "**Parties**")

BACKGROUND:
A.   The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
B.   The Consultant has agreed to perform the said 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   INTERPRETATION

1.1   In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

(a)   "**Agreement**" means this Professional Services Agreement inclusive of all schedules, appendices or exhibits attached hereto, as amended from time to time;

(b)   "**Applicable Laws**" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any

Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;

(c) "**City's Site**" means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;

(d) "**City's Project Manager**" means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;

(e) "**Confidential Information**" has the meaning set out in Section 15.0

(f) "**Contract Documents**" means this Agreement, including all Appendices;

(g) "**Deliverables**" has the meaning set out in Section 17.0;

(h) "**HST**" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;

(i) "**Project Team**" has the meaning set out in subsection 2.2(c);

(j) "**Proposal**" means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto as Appendix B;

(k) "**RFP**" means Request for Proposal [insert RFP # and title], together with all addenda and questions and answers attached as Appendix C;

(l) "**Services**" has the meaning set out in Section 2.1;

(m) "**Sub-contractor**" has the meaning set out in Section 4.1; and

(n) "**Term**" means the term of this Agreement as specified in Section 12.1.

1.2 The terms and conditions of the Contract Documents, whether or not attached to this Agreement will be deemed to be incorporated into this Agreement. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

(a) this Agreement, excluding Appendices B and C;

(b) the Proposal; and

(c) the RFP.

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

(a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;

(b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole (including any

and all attached appendices) and not to any particular section, subsection or other subdivision;

(c)   each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;

(d)   each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;

(e)   words importing the singular include the plural and vice versa and words importing gender include all genders;

(f)   references to time of day or date mean the local date or time in Vancouver, British Columbia;

(g)   all references to money mean lawful currency of Canada;

(h)   the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and

(i)   the words "include" and "including" are to be construed as meaning "including, without limitation".

2.0   CONSULTANT'S SERVICES TO THE CITY

2.1   The Consultant will provide and be fully responsible for the following services (the "**Services**"):

(a)   the services described in the RFP;

(b)   the services which the Consultant agreed to provide in the Proposal; and

(c)   all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of the Services.

2.2   The Consultant will be fully responsible for:

(a)   coordinating the Services with the City's Project Manager, or their delegate, and ensuring that the performance of the Services does not adversely impact the design or construction schedule for the project or the work and/or services provided by the City's other consultants;

(b)   taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A – Insurance Requirements; and

(c)   maintaining and supervising its employees and Sub-contractors (the "**Project Team**") described in Section 3.1.

2.3   The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

2.4   The Consultant will perform the Services:

(a)   with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;

(b)   in accordance with sound current professional practices and design standards; and

(c)   in conformance with any and all Applicable Laws.

2.5   The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:

(a)   the requirements and appendices of this Agreement, or

(b)   where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.

2.6   The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.

3.0   PROJECT TEAM

3.1   Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.

3.2   Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.

3.3   For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.

3.4   The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.

3.5   Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0   SUB-CONTRACTORS

4.1   Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "**Sub-contractor**") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.

4.2   The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-

contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.

4.3   Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.

4.4   Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0   BASIS OF PAYMENT TO THE CONSULTANT

5.1   In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus HST, as applicable.

5.2   Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates in the Proposal.

5.3   If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees and disbursements to be paid by the City to the Consultant for the Services or portions of the Services will not exceed those amounts. Where additional fees are to be paid by the City to the Consultant for increases in the scope of the Services provided by the Consultant, they will not exceed the amount of said fees mutually agreed upon under Section 6.0. This limit on the fees to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
The fees for the Services are set out in [reference section of the Proposal or schedule to this Agreement]. Subject to Section 6.0, the total professional fees payable to the Consultant for the Services (not including HST or disbursements) will not exceed $[insert amount].
Subject to Section 6.0, the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed $[insert amount] (the "**Fixed Disbursement Amount**").
Notwithstanding anything to the contrary contained in this Agreement, save for Section 6.0, the maximum liability of the City hereunder (the "**Maximum Fees and Disbursements**") will be $[insert amount], plus HST, as applicable.
Subject to the Fixed Disbursement Amount, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit. [NTD: If there are specific monetary limits for specific categories of disbursements then modify this section accordingly.]

5.4   If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services.
Subject to Section 5.3, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.

5.5   The Consultant will, by the 10th of the month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the previous month. The City's Project Manager shall review, raise any concerns with the Consultant within ten working days and, after settlement, if necessary, approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite

and settle of the draft invoice.   The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to APCentral@vancouver.ca.   The invoice must contain:

(a)   Consultant name, address and telephone;

(b)   City purchase order number;

(c)   City's Project Manager;

(d)   invoice number and date; and

(e)   HST registration number.

5.6   If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period.   The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 days of approval.

5.7   The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed.   The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

6.0   CHANGES TO SCOPE OF SERVICES

6.1   The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to the Maximum Fees and Disbursements to be paid to the Consultant pursuant to Section 5.3 for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

6.2   Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

6.3   The City's Project Manager will consider the Consultant's written notice within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section [insert] of the Proposal.

7.0   RELEASE AND INDEMNIFICATION

7.1   The Consultant now releases the City, its officials, officers, employees and agents 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 the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

7.2   In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.

7.3   Despite the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns 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 errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective 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.

7.4   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.

7.5   The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0   INSURANCE

8.1   The Consultant will comply with the insurance requirements set out in Appendix A – Insurance Requirements.

9.0   WORKSAFEBC

9.1   The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2   The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of

or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

9.3   Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the Prime Contractor in connection with such Services.
[NTD: If the types of services contemplated by this form of Agreement are to be performed in a multi employer workplace, a "Prime Contractor" agreement should be requested from Legal Services and should be executed by the Consultant.]

10.0   CITY INFORMATION/APPROVALS

10.1   No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0   COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1   The City appoints [insert name] [email address] as the City's Project Manager for the purposes of this Agreement.
In the event of the revocation in writing of [insert name] 's appointment as the City's Project Manager by the City, [insert name] will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by [insert name], and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.
The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

11.2   The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the "**Consultant's Project Manager**").

11.3   Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0   TERM OF AGREEMENT

12.1   This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by [insert date] (the "**Term**").
[Note: If specific phases must be completed by specific dates then insert a more detailed timetable or reference timetable in Proposal.]

13.0   TERMINATION

13.1   The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this

Agreement) plus all necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.

13.2   Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed $**[insert dollar amount calculated at ten business days' pay]** (including all taxes).

14.0   ASSIGNMENT

14.1   The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

(a)   reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and

(b)   a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0   CONFIDENTIALITY

15.1   In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "**Confidential Information**"). Excluded from the definition of Confidential Information is:

(a)   information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;

(b)   information which was previously in the Consultant's possession and did not originate from the City; and

(c)   information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.

15.2   The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant 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 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.3   If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant 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.

15.4   The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.

15.5   The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

15.6   The Consultant 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:

(a)   completion of the Services;

(b)   expiration or earlier termination of this Agreement; and

(c)   written request of the City for return of the Confidential Information;
provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7   This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0   NO PROMOTION OF RELATIONSHIP

16.1   The Consultant 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 the Consultant to perform its obligations under this Agreement).

16.2   Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake 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 the Consultant and the City. Without limiting the generality of the foregoing, the Consultant 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   DELIVERABLES

17.1   As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

(a)   products, goods, equipment, supplies, models, prototypes and other materials;

(b)   information and data;

(c)   reports, drawings, plans, designs, depictions, specifications and other documentation; and

(d)   any other items identified in this Agreement as deliverables;
(collectively, the "**Deliverables**").

17.2   Deliverables are deemed not to include:

(a)   any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;

(b)   any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and

(c)   any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "**Pre-Existing Materials**").

17.3   All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

17.4   The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section **[insert]** unless advised otherwise by the City.

17.5   Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:

(a)   the date specified in this Agreement for the delivery of such Deliverable;

(b)   immediately on the date of expiration or sooner termination of this Agreement; or

(c)   the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.

17.6   The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.

17.7   The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:

(a)   advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;

(b)   acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and

(c)   granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.8   The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0   NOTICES

18.1   Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2   Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0   NO CONFLICT OF INTEREST

19.1   The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

19.2   The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:

(a)   an elected official or employee of the City; or

(b)   related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any

appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0   NON-RESIDENT WITHHOLDING TAX

20.1   If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limits required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.

20.2   The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

20.3   The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0   COMPLIANCE WITH LAW

21.1   The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2   The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0   GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1   This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia 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.

23.0   INDEPENDENT CONSULTANT

23.1   This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2   The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0   INDEPENDENT LEGAL ADVICE

24.1   The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0   TIME FOR PERFORMANCE

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

25.2   **Unavoidable Delay**. Notwithstanding Section 25.0, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this

Agreement will be extended for periods of time during which their performance 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 the Consultant's lack of financial resources or insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Consultant's employees or Sub-contractor's employees, or governmental action taken in the enforcement of law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0   GENERAL

26.1   **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.

26.2   **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.

26.3   **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.

26.4   **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.

26.5   **Entire Agreement**.   The Contract Documents 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.

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

26.7   **Joint and Several Liability of Joint Venture Participants**. If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.

26.8   **Schedules and Appendices**. The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.

26.9   **Set-Off**. The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant 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 the Consultant, whether such claim is at law or in equity or tort or on any other basis.

26.10   **Enurement**. This Agreement shall ensure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.

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

CITY OF VANCOUVER

_____
Authorized Signatory

_____
Print Name and Title

[NAME OF CONSULTANT]

_____
Authorized Signatory

_____
Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

A1.1   **Required Types/Amounts**

Prior to commencing the Services, the Consultant will obtain at its own expense:

(a)   a Professional (Errors and Omissions) Liability insurance policy with limits of not less than one million dollars ($1,000,000) per occurrence with an aggregate of not less than two million dollars ($2,000,000) and a deductible of not more than fifty thousand dollars ($50,000), protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's Personnel in the performance of the Services; and

(b)   a Commercial General Liability insurance policy with limits of not less than two million dollars ($2,000,000) per occurrence, and a deductible of not more than five thousand dollars ($5,000), protecting the Consultant and the Consultant's Personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and the City's Personnel as additional insured.

(c)   Automobile Liability insurance

The Consultant shall ensure that vehicles owned and or/operated by the Contractor/Consultant in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than five million dollars ($5,000,000) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars ($2,500).

A1.2   **Required Policy Terms**

All required insurance policies will remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and will:

(a)   be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;

(b)   be primary insurance in respect to the City 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 without the insurer giving the City at least 60 calendar days' prior written notice by registered mail.

for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's Personnel.

A1.3   **Insurance Certificate**

Prior to signing this Agreement, the Consultant will 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. The Certificate(s) of Insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. 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.

A1.4   **Sub-Consultant's Insurance**

The Consultant will provide in its agreements with its Sub-Consultants insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed Certificates of Insurance for the policies of its Sub-Consultants (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-Consultant agreements.

A1.5   **Insurance Requirements Additional to any other Requirements**

The Consultant and each of its Sub-Consultants will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6   **Insurance Requirements Independent of Agreement Obligations**

Neither the providing of insurance by the Consultant or the Sub-Consultants 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 the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B – PROPOSAL

(to be attached upon award)

APPENDIX C – RFP

(to be attached upon award)

SCHEDULE 1 – SCOPE OF WORK

(to be attached upon award)

SCHEDULE 2 – PROJECT SCHEDULE

(to be attached upon award)

SCHEDULE 3 – PRICING

(to be attached upon award)

CITY OF VANCOUVER

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice <u>before</u> 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:	Building and Tenants' Improvements: $
TYPE OF COVERAGE:	Contents and Equipment: $
POLICY NUMBER:	Deductible Per Loss: $
POLICY PERIOD: From _____ to _____	

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**   Per Occurrence: $
   √ **Cross Liability or Severability of Interest**
   √ **Employees as Additional Insureds**   Aggregate: $
   √ **Blanket Contractual Liability**
   √ **Non-Owned Auto Liability**   All Risk Tenants' Legal Liability: $
   INSURER:
   POLICY NUMBER: Deductible Per Occurrence: $
   POLICY PERIOD: From _____ to _____

5. **AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles**
   INSURER: **LIMITS OF LIABILITY:**
   POLICY NUMBER: Combined Single Limit: $
   POLICY PERIOD: From _____ to _____   *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: Per Occurrence: $
   POLICY NUMBER: Aggregate: $
   POLICY PERIOD: From _____ to _____   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

   Dated:

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

CITY OF VANCOUVER **PROFESSIONAL LIABILITY INSURANCE CERTIFICATE**

> Section 4 – City staff to select the required # of days Written Notice before sending out for completion
> Section 2, 3 & 4– 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 policy as listed herein has been issued to the Named Insured(s) and is 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:

3. **PROFESSIONAL LIABILITY INSURANCE**

   LIMITS OF LIABILITY:

   INSURER: _____   Per occurrence/claim: $ _____

   POLICY NUMBER:_____   Aggregate: $ _____

   POLICY PERIOD: From _____ to _____   Deductible per occurrence/claim: $ _____

   If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

4. **POLICY PROVISIONS:**

   Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

   SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

   _____
   _____ _____

CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

CITY OF VANCOUVER

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** <u>City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4</u>
   and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** *(must be the same name as the Applicant/bidder and is either an individual or a legally incorporated company)*

   BUSINESS TRADE NAME or DOING BUSINESS AS

   BUSINESS ADDRESS

   DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	**Insured Values (Replacement Cost)** -
TYPE OF COVERAGE _____	Building and Tenants' Improvements $ _____
POLICY NUMBER _____	Contents and Equipment $ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss $ _____

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

   Including the following extensions:
   √ Personal Injury
   √ Property Damage including Loss of Use
   √ Products and Completed Operations
   √ Cross Liability or Severability of Interest
   √ Employees as Additional Insureds
   √ Blanket Contractual Liability
   √ Non-Owned Auto Liability

   INSURER _____
   POLICY NUMBER _____
   POLICY PERIOD From _____ to _____
   Limits of Liability (Bodily Injury and Property Damage Inclusive) -
   Per Occurrence $ _____
   Aggregate $ _____
   All Risk Tenants' Legal Liability $ _____
   Deductible Per Occurrence $ _____

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. **PROFESSIONAL LIABILITY INSURANCE**   **Limits of Liability**

   INSURER _____
   POLICY NUMBER _____
   POLICY PERIOD From _____ to _____
   Per Occurrence/Claim $ _____
   Aggregate $ _____
   Deductible Per Occurrence/Claim $ _____

   If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

   TYPE OF INSURANCE _____   **Limits of Liability**
   INSURER _____   Per Occurrence $ _____
   POLICY NUMBER _____   Aggregate $ _____
   POLICY PERIOD From _____ to _____   Deductible Per Loss $ _____

   TYPE OF INSURANCE _____   **Limits of Liability**
   INSURER _____   Per Occurrence $ _____
   POLICY NUMBER _____   Aggregate $ _____
   POLICY PERIOD From _____ to _____   Deductible Per Loss $ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____

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

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process. You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity
1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	☐ Yes	☐ No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	☐ Yes	☐ No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	☐ Yes	☐ No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	☐ Yes	☐ No
CAN/CSA Z1000	☐ Yes	☐ No
ANSI Z10	☐ Yes	☐ No
e) We have a system registered, certified or recognized by another standard	Please specify_____	
f) We adhere to one or more of the ILO health and safety resolutions	☐ Yes	☐ No
g) We have a non-registered audited health and safety management system	☐ Yes	☐ No
2. Tell us how you ensure fair wages and employee benefits.		
a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	☐ Yes	☐ No
b) We pay benefits to all of our full-time employees	☐ Yes	☐ No
3. Tell us about your strategy to address diversity in your workplace.		
a) We have a policy or strategy to support hiring a diverse workforce	☐ Yes	☐ No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	☐ Yes	☐ No
c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	☐ Yes	☐ No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	☐ Yes	☐ No
b) We have an environmental management system registered to ISO 14001	☐ Yes	☐ No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	☐ Yes	☐ No
d) We have a non-registered audited environmental management system	☐ Yes	☐ No
e) We conduct compliance audits to health, safety and environmental legislation	☐ Yes	☐ No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	☐ Yes	☐ No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	☐ Yes	☐ No
b) We publicly report our GHG emissions	☐ Yes	☐ No
c) We have set publicly available GHG reduction targets	☐ Yes	☐ No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	☐ Yes	☐ No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	☐ Yes	☐ No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	☐ Yes	☐ No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	☐ Yes	☐ No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification system:_____	☐ Yes	☐ No

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	☐ Yes	☐ No
b) We have set publicly available waste reduction targets	☐ Yes	☐ No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	☐ Yes	☐ No
d) We have other recycling programs in our operations Please specify additional materials recycled:_____	☐ Yes	☐ No

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	☐ Yes	☐ No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	☐ Yes	☐ No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	☐ Yes	☐ No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	*Question*	*Back-up Documentation*
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	• A copy of policies • Proof of safety management system certification
	Question 2	• Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	• A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	• A copy of policies • Proof of environmental management system certification • A copy of public report
	Question 5	• A copy of public report • A copy of reduction targets and related results • A copy of LEED, BREEAM, etc. certification
	Question 6	• Total tonnes of solid waste generated • A copy of reduction targets
	Question 7	• A copy of policy or strategy • A copy of reduction targets and related results • A copy of third party audit/verification

> **Purpose:** All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal 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 proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorised signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorised signatory of *<insert proponent/vendor name>*, I declare that to the best of my knowledge, *<insert proponent/vendor name>* and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, 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 ILO convention/national law or other	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 disqualification of *<insert proponent/vendor name>*'s submission/quotation."

_____
Corporate Name of Applicant

_____ _____
Name and Title of Authorised Signatory   Signature

_____
Date